Steve Spencer Superintendent

Rachel Alpert Assistant Superintendent

2023-2024 Board of Directors

1.0

Ed Dressel Lu Ann Meyer Rob Ogilvie Zach Steele Jon Woods

Board Secretary Juli Lichtenberger

Please join us at our school board meetings. Unless otherwise scheduled the board meets the second and fourth Mondays of the month.

> District Office Board Room 6:30 p.m.

Mission Statement
Dallas School District is
centered on students,
powered by
collaboration, built on
equity, and driven by
excellence.

Dallas School District 111 SW Ash Street Dallas OR 97338

> 503.623.5594 ph 503.623.5597 fax

Agenda Board Meeting September 11, 2023 6:30 p.m.

https://dsd2-org.zoom.us/j/84855147461 District Office Board Room

Welcome/Pledge of Allegiance

1.0	*********	me/i ieuge of imegimiee	
2.0	Appro	oval of the Agenda	
3.0	Good 3.1	News Staff are excited about recent Science of Reading training.	
4.0	Swear McDo	ring in of Student Representative and Student Report – Row well Expectations for Student Board Representative	van 42
5.0		c Comment	
6.0	Anno 6.1	September Calendar 6.1.1 Next Board Meeting September 25, 2023 at 6:30 p.m. 6.1.2 Citizens Oversight Committee Meeting October 3, 202 5:30 p.m.	43 23 at
7.0	Conse 7.1 7.2	ent Agenda Approval of the August 28, 2023 Board Minutes Staffing Report	44 46
8.0	Finan	cial Report – Tami Montague	50
9.0	DEA	Collective Bargaining Agreement (Board Action)	54
10.0	Colla	borative Commitment Agreements (Board Action)	121
11.0	Board	l Goals for 2023-24 (Board Action)	123
12.0		nation of Ed Dressel to the Oregon School Boards Association lative Policy Committee (Board Action)	on
13.0	Polici 13.1 13.2 13.3 13.4 13.5	es First Reading Section K/L DD – Grant Funding Proposals and Applications DD-AR – Grant Applications and Procedures GBN/JBA – Sexual Harassment GBN/JBA-AR – Sexual Harassment Complaint Procedure	124 167 168 170 178
14.0	Repor 14.1	rts Charter Schools Enrollment Reports	181

		Charter Schools Financial Reports Charter Schools Minutes and Agendas	183 188
15.0	Discu 15.1	Superintendent Evaluation Timeline and Salary	198
16.0	Adjou	urn	

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Public Participation in Board Meetings

During each school board meeting, the agenda has been set to include an item titled "public comment." It is during this portion of the agenda the public can comment on any item that is or is not on the agenda.

Because of the nature of the Board's work, it is typical that the Board will hear from a patron. Public participation is a time for the Board to listen, not a time for discussion or responding to questions, as the Board needs adequate time to process the information received to ensure proper steps are taken going forward. The Board may direct questions to district administrative staff to respond to after the meeting. If input is given related to an action item later in the agenda, the Board will use the input during their discussion or deliberation of that specific item. All public comment during a Board meeting is limited to 3 minutes for each individual. Up to 5 minutes may be granted to one person who represents a group of 3 or more with similar testimony. The Board Chairperson may adjust or extend allowable time limits, if necessary.

The Board cannot hear complaints about specific school personnel during an open meeting. If a patron has a specific complaint against district personnel, the board chair or the superintendent can direct the patron to the appropriate complaint process governed by board policy.

There are three ways to provide public comment at a Board meeting.

- 1) If you wish to address the Board in person during a Board meeting, please fill out the request for public comment form available outside the boardroom. If the meeting has started and you decide you would like to provide public comment, please alert the administrator who was the greeter or the board executive assistant with your request by simply handing them the public participation form. This will be directed to the board chair.
- 2) If you wish to address the Board remotely (via Zoom) during a Board meeting, please email Juli Lichtenberger, Executive Assistant to the Superintendent and Board, (juli.lichtenberger@dsd2.org) at least two hours prior to the start of the meeting. Clearly label the subject line as "Public Comment". In the email state that you would like to address the board remotely during the meeting, and include the topic.

Steve Spencer, Superintendent Rachel Alpert, Assistant Superintendent

Board of Directors: Ed Dressel ● Lu Ann Meyer ● Rob Ogilvie ● Zach Steele ● Jonathan Woods

3) If you wish to address the Board in hard copy or email please submit to Juli Lichtenberger, Executive Assistant to the Superintendent and Board, at juli.lichtenberger@dsd2.org at least two hours prior to the start of the meeting. Clearly label the subject line or document as "Public Comment

If you have questions about the district, we encourage you to contact our superintendent.

Thank you for your interest in Dallas School District.

All public meetings, assemblies and celebrations held by the Dallas School District 2 are required to be accessible to persons with disabilities under Title II of the Americans with Disabilities Act (ADA). Accommodations are available upon request to persons who require alternatively formatted materials or auxiliary aids to ensure effective communication and access to events. Please allow at least 10 business days to arrange for accommodations. All requests should be sent to:

DO Reception Dallas School District 2 111 SW Ash Street Dallas, OR 97338 503-623-5594

Or: e-mail compliance.officer@dsd2.org

Dallas School District 2

Code: BCBA Adopted: 2/22/10 Revised/Readopted: 9/26/22; Orig. Code: BCBA

Student Representative to the Board

The Board has provided for a formalized ongoing method of communication with district students by establishing a position of student representative to the Board.

The student representative shall receive notice of meetings, the agenda and the appropriate agenda materials; be provided a place at the Board table; and shall have the same privileges of discussion as apply to Board members. The student representative shall not be a voting member of the Board.

The	dent representative shall be installed on the Board through the following Oath of Office:
	I, will support the Constitution and the laws of the United States, the
	tate of Oregon and the laws thereof, and the policies of the Dallas School District, and will ischarge the duties of Student Representative to the Dallas School District Board to the best of my
	bility."

Selection of the student representative:

1. The process for selecting a student representative to the Board is detailed in the Constitution of the Associated Student Body of Dallas High School. Each school year, during the third week of April the student board representative is elected from among the Associated Student Body officers by the Associated Student Body officers.

Duties of the Board Representative shall:

- 1. Attend regularly scheduled board meeting, budget meetings, and other meetings at the discretion of the Board.
- 2. Act on any board committees as needed and appointed by the chair of the Board.
- 3. Make a brief report to the Board on activities and events going on at the high school.

END OF POLICY			

Legal Reference(s):

ORS 332.107

SEP2023

SUN	MON	TUE	WED	THU	FRI	SAT
					01 Inservice	02
03	04 No School	05 Orientation Day	06 First Day of	07	08	09
	Labor Day	Offeritation Day	School all Grades			
10	11	12	13	14	15	16
	Board Meeting 6:30 p.m.					
17	18	19	20	21	22	23
24	25	26	27	28	29	30
	Board Meeting 6:30 p.m.					

Minutes Board Meeting August 28, 2023 6:30 p.m.

https://dsd2-org.zoom.us/j/84855147461 District Office Board Room

Present: Jon Woods, Lu Ann Meyer, Rob Ogilvie, Ed Dressel, Zach Steele, Steve Spencer, Juli Lichtenberger, Rachel Alpert, Autymn Galbraith, Rowan McDowell, Nick Ingalls, Todd Baughman, Shannon Ritter, Tim Larson, Kas Knoll, Darrick Bruns, Liz Postlewait, Reed Langdon, Sean Johnson, Tami Montague

Visitors: Bill Masei, Jennifer Lenoue, Mellisa Spivey, Kendra Steele

1.0 Welcome/Pledge of Allegiance

2.0 Approval of the Agenda

Zach Steele moved to approve the agenda, seconded by Rob Ogilvie. The motion passed unanimously.

3.0 Good News

3.1 Kindergarten JumpStart was very successful. Staff shared good news with the Board.

4.0 Public Comment

No public comment.

5.0 Announcements

- 5.1 August & September Calendars
 - 5.1.1 Next Board Meeting September 11, 2023 at 6:30 p.m.
 - 5.1.2 Citizens Oversight Committee Meeting September 5, 2023 at 5:30 p.m.

The scheduled Citizens Oversight Committee meeting has been cancelled.

6.0 Consent Agenda

- 6.1 Approval of August 14, 2023 Board Minutes
- 6.2 Authorize the Superintendent to resolve the lawsuit with Altria Group Inc. Zach Steele moved to approve the Consent Agenda, seconded by Lu Ann Meyer. The motion passed unanimously.

7.0 Work Session Topics

7.1 Strategic Plan

Steve Spencer, Superintendent, shared information regarding the current Strategic Plan and plans to continue to move the document forward into the future. Building principals shared information on the goals and metrics they

- are working on this school year. Board members asked questions and shared feedback with staff.
- 7.2 Board Work Sessions with the Buildings
 The Board and administrative team reviewed and agreed the proposed questions for building work sessions are appropriate.
- 7.3 Superintendent Goals for 2023-24
 Steve Spencer shared the Superintendent goals for this school year. The goals align with the strategic plan and the vision of the district. Discussion was held.
- 7.4 Expectations for Student Board Representative Tabled for another meeting.
- 7.5 Special Education Training Modules from the Hungerford Law Firm Autymn Galbraith
 Autymn Galbraith, Director of Special Education, shared information regarding modules that are put together by the Hungerford Law Firm which are specific for Board members.
- 8.0 Board Goals for 2023-24 (Board Action)
 Tabled for the next meeting agenda.
- 9.0 Discussion Items
 - 9.1 Superintendent Evaluation Timeline and Salary Tabled for the next meeting agenda.

Jon Woods, Board Chair, read in a statement moving the Board into Executive Session.

- 10.0 Executive Session ORS 192.660
 - (2)(f) Records Exempt from Public Inspection
 - (2)(d) To Confer with Persons Designated by the Board to Carry on Labor Negotiations

The Board adjourned back into regular session.

11.0 Adjourn at 8:55 p.m.

Board Chair / Jon Woods	Date
Board Secretary / Juli Lichtenberger	Date

www.dallas.k12.or.us

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Staffing Report Monday, September 11, 2023

8/11/2023	Licensed	De'Jana	Muna	New Hire	New Hire	8/28/2023	OHE	Special Education Teacher SLP		8	1		New position added
8/11/2023	Licensed	Joseph (Ryan)	Kunes	New Hire	New Hire	8/28/2023	LMS	Special Education Teacher SLP		8	1		Replaces Sydney Mills
8/11/2023	Licensed	Aubrey	Miller	New Hire	New Hire	8/28/2023	LMS	Science Teacher		8	1		Replaces Kiley Pugh
8/11/2023	Classified	Nancy	Johnston	New Hire	New Hire	8/16/2023	LMS	Office Manager		8	1	A1	Replaces Shari Walker
8/11/2023	Classified	Nikole	Ceballos	New Hire	New Hire	8/28/2023	OHE	EA		5.5	0.6875	E2	Replaces Alex Lyon
8/11/2023	Classified	Katelyn	Cooley	New Hire	New Hire	8/28/2023	OHE	EA		5.5	0.6875	E2	Replaces Jessica Rummell
8/11/2023	Classified	Susan	Stratton	New Hire	New Hire	8/28/2023	OHE	EA		5.5	0.6875	E2	Replaces Karissa Cox
8/11/2023	Classified	Amy	Stewart	Resignation	Resignation (after returning from LoA) w/o DSD benefits	8/9/2023	LMS	Attendance - MS		8	1	C1	Hire date 10/25/06
8/11/2023	Classified	Jennifer	Fleming	New Hire	New Hire	8/28/2023	Lyle	EA		5.5	0.6875	E2	Replaces Brianna Plumb
8/11/2023	Classified	Erica	Owre	New Hire	New Hire	8/28/2023	Lyle	EA		5.5	0.6875	E2	Replaces Emma Willard
8/11/2023	Classified	Tonja	Silva	New Hire	New Hire	8/28/2023	Lyle	EA		5.5	0.6875	E2	Replaces Grant Hess
8/11/2023	Classified	Xavier	White	Resignation	Resignation w/o DSD benefits	8/11/2023	DHS	EA		8	1	D1	Hired on 11/16/22
8/11/2023	Licensed	Charlotte	Riester	CoS	Change to Mentor Teacher from Licensed Teacher	8/28/2023	DO	Mentor Teacher		8	1		Replaces Terri Hethorn
8/11/2023	Classified	Shari	Walker	CoS	Change from LMS OM to Data, Reporting, and	8/16/2023	DO	Data, Reporting and	T14A	8	1	A1	New position (Data Specialist

Steve Spencer, Superintendent

Rachel Alpert, Assistant Superintendent

Board of Directors: Ed Dressel • Lu Ann Meyer • Rob Ogilvie • Zach Steele • Jonathan Woods

					Assessment Specialist			Assessment Specialist					and Testing Coordinato duties)
8/11/2023	Classified	Summer	Harlan	CoS	Administrative transfer	8/16/2023	DHS	Asst Cook	FO3A	6.5	0.8125	E3	Replacing Maria Lopez-Solis
8/11/2023			Page	CoS	Applied to open position	8/16/2023	DHS	Counseling Secretary	007G	8	1	B1	Replaces Lynda Shryer
8/11/2023	Classified	Brianna	Plumb	Resignation	Resignation w/o DSD benefits	8/4/2023	Lyle	EA Title I	E03E	5.5	0.6875	E2	Hired 8/31/22
8/11/2023	Classified	Grant	Hess	Resignation	Resignation w/o DSD benefits	8/4/2023	Lyle	EA Classroom	E03A	5.5	0.6875	E2	Hired 8/31/22
8/11/2023	Licensed	Mara	Arnold	Resignation	Resignation w/o DSD benefits	8/8/2023	Lyle	ELD Teacher		8	1		Hired 8/30/21
8/11/2023	Classified	Alicia	Gigstad	Resignation	Resignation w/o DSD benefits	9/8/2023	Lyle	Clerical Elementary	O06C	5	0.625	C1	Hired 8/23/21
8/14/2023	Classified	Becky	King	CoS	Administrative transfer - SLP WW to SLP OHE	8/28/2023	OHE	Special Needs III - SLP	E09I	5.5	0.6875	E1	Student need
8/23/23	Licensed	Cindy	McGinnis	New Hire	New Hire	8/28/23	мс	ELD Teacher		8	1		Replacing Mara Arnold
8/23/2023	Classified	Alyson	Godinez	Resignation	Resignation w/o DSD benefits	8/12/2023	LMS	Special Needs III SLP	E05B	7	0.875	E1	Hire date 11/5/2021
8/23/2023	Classified	Heather	Baker	CoS	Moved from DHS DLC to OHE SLP	8/28/2023	OHE	Special Needs III SLP	E09I	7.5	0.9375	E1	Transfer due to student needs
8/23/2023	Classified	Amee	Bonogofski	CoS	Moved from OHE DLC to WW DLC	8/28/2023	ww	Special Needs III DLC	E09I	5.5	0.6875	E1	Transfer due to student needs
8/23/2023	Classified	Delaney	Osborn	CoS	Moved from OHE SLP to DHS DLC	8/28/2023	DHS	Special Needs III DLC	E09H	7.5	0.9375	E1	Replacing Samantha Hedges
8/23/2023	Classified	Samantha	Hedges	Resignation	Resignation w/o DSD benefits	8/30/2023	DHS	Special Needs III DLC	E09H	7.5	0.9375	E1	Hired 8/30/21
8/23/2023	Classified	Becky	King	CoS	Moved from WW SLP to OHE SLP	8/28/2023	OHE	Special Needs III SLP	E09I	5.5	0.6875		Transfer due to student needs
8/23/2023	Classified	Brittany	Talley	Cos	Moved from LMS SLP to DHS NO	8/28/2023		Needs III NO	E09J	5.5	0.6875	E1	Replaces Cole Church
8/23/2023	Classified		Ceballos	New Hire	New Hire	8/28/2023	OHE	Classroom	E04C				Replaces Alex Lyon
8/23/2023	Classified	Jennifer	Fleming	New Hire	New Hire	8/28/2023			E04E				Replaces Brianna Plumb
8/23/2023	Classified	Tonja	Silva	New Hire	New Hire	8/28/2023	Lyle	EA Classroom	E04C	5.5	0.6875		Replaces Grant Hess

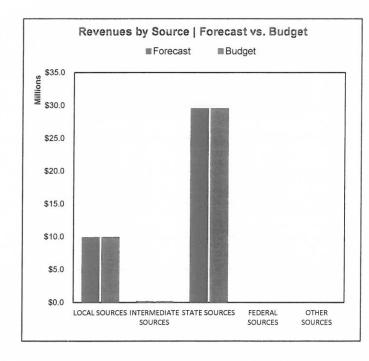
8/23/2023	Classified	Sue	Stratton	New Hire	New Hire	8/28/2023	OHE	EA Classroom	E04C	5.5	0.6875	E2	Replaces Karissa Cox
8/24/2023	Classified	Scout	Forsythe	New Hire	New Hire	8/28/2023	LMS	EA Special Needs III SLP	E09I	7	0.875	E1	Replaces Alyson Godinez
8/24/2023	Classified	Deanna	Persson	New Hire	New Hire.	8/28/2023	LMS	Attendance Clerk	O06B	8	1	C1	Replaces Amy Stewart
8/24/2023	Classified	Jessica	Cavender	New Hire	New Hire	8/28/2023	Lyle	Clerical Elementary	O06C	5	0.625	C1	Replaces Alicia Gigstad
8/25/2023	Classified	Summer	Harlan	Resignation	Resignation w/o DSD benefits	8/23/2023	DHS	Asst Cook	FO3A	6.5	0.8125	E3	Hire date 4/8/2021
8/25/2023	Licensed	Austin	Markee	New Hire	New Hire	11/13/2023	DHS	DHS Wrestling Coach					Replaces Tony Olliff
8/25/2023	Licensed	Julie	Reimer	New Hire	DHS Costumer	9/5/2023	DHS	DHS Costumer					Replaces Betsy Richardson
8/25/2023	Classified	Dana	Thomas	Cos	Increasing hours in same position	8/28/2023	ww	EA Resource Room	E03D	5.5	0.6875	E2	Replaces Dana Thomas
8/28/2023	Classified	Brittany	Vanderburg	Cos	Applied for position in different building	8/28/2023	ww	EA Classroom	E04C	5.5	0.6875	E2	Replaces Geneene Dimick
8/28/2023	Classified	Megan	Dunkin	CoS	Applied for and got new position	8/28/2023	DHS	Admin Secretary - HS, attendance	O08B	8	1	81	Replaces Alexis Page (CoS)
8/28/2023	Classified	Kristine	Blanchard	CoS	Moving from LMS to DHS Sped III	8/28/2023	DHS	EA Special Needs III NO	E09J	8	1	D1	Replaces Xavier White
9/5/2023	Classified	Jasmine	Cooley	Resignation	Resignation w/o DSD benefits	8/1/2023	DHS	EA Special Needs III DLC	E09H8		1	E1	Hire Date 8/30/2017
9/5/2023	Classified	Joan	Taylor	CoS	Increasing hours from 5.5 to 7.5	8/31/2023	OHE	EA Special Needs III SLP	E09I	7.5	0.9375	E1	New position
9/5/2023	Classified	Cassie	Taylor	CoS	Administrative Transfer	9/5/2023	DHS	Clerical DHS	O06A	8	1	B1	Replaces Megan Dunkin Stays at current rate of pay and calendar
9/5/2023	Classified	Mary	Nevens	CoS	Moving from Lyle F03B Clerical	9/5/2023	OHE	Assistant Cook	F04A				Replaces Denise Wilson
9/5/2023	Classified	Sharmaine	Bircher	CoS	Increasing hours from 5.5 to 6.5	9/5/2023	LMS	Assistant Cook	F03A	6.5	0.8125		Replaces Robert Hantke
9/5/2023	Classified	Bailey	Galindo	New Hire	New Hire	9/1/2023	OHE	EA Classroom	E04C		0.6875		Replaces Brittany Vanderburg
9/5/2023	Classified	Amelia	Jones	New Hire	New Hire	9/1/2023	OHE	EA Special Needs II	E05B	5.5	0.6875	E1	Replaces Nevaeh Beldon (EA

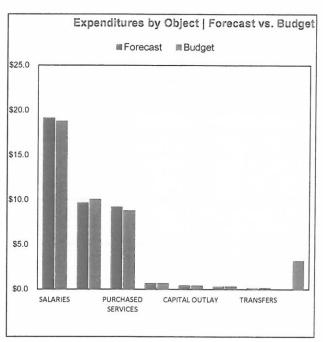
													Resource Room)
9/5/2023	Classified	Lizzie (Elizabeth)	Martin	New Hire	New Hire	9/1/2023	OHE	EA Special Needs III SLP	E09I	5.5	0.6875	E1	Replaces Maddy Delaney
9/5/2023	Classified	Sarah	Ussery	Re Hire	Re Hire	9/5/2023	LMS	EA Special Needs III SLP	E09I	7.5	0.9375	E1	Replaces Kristine Blanchard
9/6/2023	Classified	Lisa	Schwartz	New Hire	New Hire	9/11/2023	ww	Assistant Cook	F04A	5.5	0.6875	E3	Replaces Summer Harlan
9/7/2023	Classified	Rebecca	Fetterley	New Hire	New Hire	9/11/2023	Lyle	Assistant Cook	F04A	4	0.5	E3	Replaces Mary Nevens
9/7/2023	Classified	Malik	Rahsaan	Cos	Moved from E09E LMS to E09E Lyle	8/28/23	Lyle	Behavior Support	E09E	8	1	D1	Replaces Jen Betz
9/7/2023		Malik	Kennedy (Rahsaan)	CoS	Name change - formerly Malik Rahsaan	9/5/2023	Lyle	Behavior Support	E09E	8	1	D1	Name change

100 GENERAL FUND | Financial Projection by Object

For the Period Ending August 31, 2023

	Prior YTD	Current YTD	Annual Forecast	Annual Budget	Variance Fav / (Unfav)
Beginning Fund Balance REVENUES	\$ -	\$ -	\$ 2,620,000	\$ 2,620,000	\$ •
Local Sources	10,859	23,919	9,912,700	9,912,700	-
Intermediate Sources	2	-	140,171	140,171	-
State Sources	6,536,650	7,355,906	29,528,820	29,528,820	
Federal Sources	-	-	2,554	3,550	(996
Other Sources		-		-	-
TOTAL REVENUE	\$ 6,547,509	\$ 7,379,825	\$ 39,584,245	\$ 39,585,241	\$ (996
EXPENDITURES			\$ 42,204,245	\$ 42,205,241	
Salaries	\$ 769,415	\$ 820,854	\$ 19,092,547	\$ 18,742,547	\$ (350,000
Associated Payroll Costs	416,953	477,062	9,632,371	10,028,537	396,166
Purchased Services	1,449,680	1,457,645	9,164,455	8,776,921	(387,534
Supplies and Materials	124,298	106,909	644,561	644,561	_
Capital Outlay	-	188,746	397,300	397,300	
Other Objects	274,873	334,322	320,475	320,475	
Transfers	-	-	128,000	128,000	-
Other Uses of Funds	-		-	3,166,900	3,166,900
Other Expenses		-	-	<u></u>	
TOTAL EXPENDITURES	\$ 3,035,220	\$ 3,385,537	\$ 39,379,710	\$ 42,205,241	\$ 2,825,531
SURPLUS / (DEFICIT)	\$ 3,512,289	\$ 3,994,287	\$ 204,535		
NDING FUND BALANCE		 	\$ 2,824,535	7.14%	 of Revenues





DALLAS SCHOOL DISTRICT NO. 2 FINANCIAL REPORT 2022-2023

OFNEDAL FUND							
GENERAL FUND					Total Received		
D	leafe a	A	VTD T-4-1	Duelouted		5.1.4	D. I. (0)
Revenue & Resources	July	Aug	YTD Total	Projected	& Projected	Budget	Budget Status
Beginning Fund Balance			-	2,620,000	2,620,000	2,620,000	0
Taxes			•	8,967,000	8,967,000	8,967,000	0
Interest Income	7,922	13,504	21,426	208,574	230,000	230,000	9
State School Funds	4,904,918	2450988	7,355,906	20,899,337	28,255,243	28,255,243	26
Common School Fund			-	473,577	473,577	473,577	0
Other Sources	100	2,392	2,492	1,656,929	1,659,421	1,659,421	0
Total Revenue	4,912,940	2,466,884	7,379,825	34,825,416	42,205,241	42,205,241	179
FY 2022-2023 YTD	4.362,741	2.184,768				minute and a superior of the s	
					Total Expended		
Expenditures by Object:	July	Aug	YTD Total	Encumbered	& Encumbered	Budget	YTD %
100 Salaries	372,713	448,141	820,854	16,998,465	17,819,319	18,742,547	45
200 Associated Payroll	221,301	255,761	477,062	8,246,018	8,723,080	10,028,537	5
300 Services	915,449	542,196	1,457,645	3,956,810	5,414,455	8,776,921	179
	13,100	93,808	106,909	232,962	339,871	644.561	179
400 Supplies & Materials 500 Equipment 600 Dues, Fees & Insurance 700 Fund Modifications	99,382	89,363	188,746	129,219	317,964	397,300	489
600 Dues, Fees & Insurance	307,460	26,862	334,322	2,036	336,358	320,475	104
700 Fund Modifications	307,400	20,002	334,322	2,030	330,338	128,000	09
800 Planned Reserve			•	-	-		09
Not Yet Encumbered/Projected					3,428,661	3,166,900	07
Total Expenditures	1.929.406	1.456.131	3,385,537	29,565,510		10.000.011	
					36.379.708	42.205.241	89
FY 2022-2023 YTD	622,581	2,412,867	3,994,287	32,994,171			
					Total Expended		
Expenditures by Function: (Appropriate	<u>July</u>	Aug	YTD Total	Encumbered	& Encumbered	Budget	YTD %
1000 Instruction	841,397	555,283	1,396,680	21,747,300	23,143,980	24,951,315	69
2000 Support	1,088,009	900,849	1,988,857	10,818,210	12,807,067	13,959,026	149
3000 Community Service			-	-	-	-	
5000 Transfers			-		-	128,000	0%
6000 Contingency/Unappropriated			-	-	-	3,166,900	0%
Not Yet Encumbered/Projected					3,428,661		
Total Expenditures	1,929,406	1,456,131	3,385,537	32,565,510	39.379.708	42.205.241	89
FY 2022-2023 YTD	622,581	2,412,867	3,994,287				
		Current Pro	jection of Ending	Fund Balance	2,825,533	7.14%	
			Ta	rget % 2023-24		8.00%	
INVESTMENTS				NOTES ON DEE	T SERVICE		
	July	Aug					
LGIP 5703 - SSF/Taxes	-			Debt Service GO	Debt Service	e Fund	
Beginning Balance	785,501	2,419,409					
Interest	7,790	13,171	2023.24 Principa	al Amounts Due	June 2023	4,260,000	
Deposits	4,850,995	4,044,089		st Amounts Due	Dec/June 2023,24	1,440,072	

INVESTMENTS					
	July	Aug			
LGIP 5703 - SSF/Taxes	705 504	0.440.400			
Beginning Balance	785,501	2,419,409			
Interest	7,790	13,171			
Deposits	4,850,995	4,044,089			
Fees	0	0			
Withdrawals	(3,224,877)	(3,010,037)			
Month-End Balance	2,419,409	3,466,631			
LOID FTTO Dale Carrier					
LGIP 5770 - Debt Service	005 004	000.046			
Beginning Balance	805,204	832,916			
Interest	2,845	3,141			
Deposit	24,877	10,037			
Fees	(10)				
Withdrawals					
Month-End Balance	832,916	846,094			
LGIP 5018 - Facilities, Repairs & Ma Beginning Balance Interest Deposit Fees	intenan ce 142,474 497	142,971 536			
Withdrawals	142.971	143.507			
Month-End Balance	142,971	143,307			
LGIP 3974 - Bond Retainage					
Beginning Balance	5,165	5,183			
Interest	18	125			
Deposit Fees Withdrawals		50,126			
Month-End Balance	5,183	55,434			
LGIP 6022 - GO Bonds Series 2017&2022					
Beginning Balance	14,548,104	14,598,833			
Interest	50.728	49,727			
Deposit	30,720	45,721			
17 T. 17					
Fees		(4 002 442)			
Withdrawals	44 500 000	(1,803,443)			
Month-End Balance	14,598,833	12,845,117			
Total Cash Invested in LGIP LGIP Interest Rate	17,999,311 4.11%	17,356,783 4.42%			

INVESTMENTS

Total Debt Payments Due

Debt Svc Funds Avail LGIP 938,488 Variance (4,761,584)

5,700,072

NOTES TO FINACIAL STATEMENT:

NOTES TO FINACIAL STATEMENT:

All cash, investment and credit card accounts have been balanced, reconciled and reviewed and all cash and investment accounts are reconciled to the general ledger by the business manager as of 8/31/20/23. The adopted budget reflects expected expenditures. All payroll reports have been filed and payroll liabilities have been paid timely. All federal and state reimbursement requests as well as required financial reporting forms have been filed timely. All credit card expenditures, travel and other reimbursements have been reviewed and approved at the proper level. There have been no significant changes to the internal control system, to the accounting system or accounting policies that are significant currently the business office is adequately staffed to allow for proper segregation of duties and I am not aware of any new pronouncements or other financial changes that may require additional staff time to properly implement. All financial statements that have been provided to the board are accurate and complete to the best of my knowledge and I am aware of no other financial matters that the board should be aware of at this time. I know of no cases of fraud or other misconduct and I have not been asked by the superintendent to do anything that makes me feel uncomfortable or to present any information I feel is inaccurate.

Tami Montague 99/7/2023. Tami Montague 09/7/2023.

DALLAS SCHOOL DISTRICT NO. 2 FINANCIAL REPORT 2022-2023

SUMMARY - ALL FUNDS	July	Aug	YTD			Budget	
Total Revenue This Month	5,013,120	2,602,793	7,615,913		Add Student Act Funds 1,350,000	82,101,386	9
Total Revenue This Month Total Expense This Month	2,072,270	3,672,598	5,744,868			82,101,386	7
Excess / (Deficiency)					***************************************	-	
Variance	2,940,850	(1,069,805)	1,871,045				
FACILITIES, REPAIRS& MAINTENANCE				*			
Revenue & Resources Beginning Fund Balance	July	Aug	YTD Total	Expected -	Total Projected	Budget 150,000	YTD
Revenue from Local Sources Transfers/Sale of Property	497	536	1,033		1,033	18,000 96,000	6
Total Revenue	497	536	1,033	-	1,033	264,000	- 0
Total Revenue Expenditures by Function: Instruction - 1000	July	Aug	YTD Total	Encumbered	Total Projected	Budget	YTD %
Facilities - 2000	350	12,043	12,393	60,000 11,725	72,393 11,725	69,710 204,030	0
Capital Projects - 4000 Unap End Fund Balance			-	_		10,000 49,970	0
Total Expenditures	350	12,043	12,393	71,725	84,118	333,710	4
ESSER Emergency Relief Funds							
Revenue & Resources Beginning Fund Balance	July	Aug	YTD Total	Expected	Total Projected	Budget	YTD
Revenue from Federal Sources			-		-	2,715,202	
Transfers/Sale of Property Total Revenue	_		-		-	2,715,202	0
9)CTD T. (-1		T-1-1 D-1-1-1-1	(0.750) N.M. W	
Expenditures by Function: Instruction - 1000	<u>July</u>	Aug 206,066	YTD Total 206,066	Encumbered 206,066	Total Projected 412,132	Budget 649,563	YTD %
Support Services - 2000	28,274	388,880	417,154	417,154	834,307	2,065,638	
Unap End Fund Balance Total Expenditures	28,274	594,946	623,220	623,220	1,246,440	2,715,202	23
FOOD SERVICE	July	Aug	YTD Total	Expected	Total Projected	Budget	YTD %
Beginning Fund Balance Revenue from Local Sources		2	2		2	200,000 26,000	0
Revenue from State Sources Revenue from Federal Sources		25,730	25,730		25,730	77,000 1,080,000	0 2
Revenue from Federal Sources Transfers/Sale of Property Total Revenue		25,732	25,732		25,732	10,000	2
			***************************************		entitle Colors		
Expenditures by Function: Food Service - 3100	<u>July</u> 2,856	<u>Aug</u> 35,595	YTD Total 38,451	1,002,891	Total Projected 1,041,342	Budget 1,279,140	<u>YTD %</u> 3
Food Service - Unap Ending Fund Bal _ Total Expenditures	2,856	35,595	38,451	1,002,891	1,041,342	113,860 1,393,000	3
MTD CashFlow Tracking Includes Recei			(12,719)				
SPECIAL GRANTS & PROJECTS	July	Aug	YTD Total			Budget	YTD %
Revenue from Local Sources Revenue from Intermediate Sources	4,000	6,304	10,304			196,000 500,000	5 0
Revenue from State Sources			-			4,745,048	0
Revenue from Federal Sources Transfers from General Fund Total Revenue						1,867,895 	0
Total Revenue	4,000	6,304	10,304			7,308,943	0
Expenditures by Function: Special Grants & Projects - 1000	July 24.254	Aug	YTD Total	Encumbered	Total Projected	Budget 5 747 F40	YTD %
Special Grants & Projects - 2000	31,254 52,104	62,173 50,488	93,427 102,592	4,114,087 693,758	4,207,513 796,350	5,747,540 1,436,303	2° 7°
Special Grants & Projects - 3000 Transfers to Other Funds - 5000	<u>-</u>	<u>.</u>	:			29,100 96,000	0
Total Expenditures	83,357	112,661 -	196,018	4,807,845	5,003,863	7,308,943	3
DEBT SERVICE - GO BONDS							
Revenue & Resources Beginning Fund Balance	<u>July</u>	Aug	YTD Total	Expected	Total Projected	Budget 600,000	YTD 9
Revenue from CY Property Tax Receipts			-		a=	3,200,000	ō
Revenue from PY Property Tax Receipts Revenue from Interest Income	2,844	3,183	6,028		6,028	50,000 45,000	13
Revenue from Federal Sources Transfers from Other Fund			:		-	500	
Total Revenue	2,844	3,183	6,028	-	6,028	3,895,500	0
Expenditures by Function:	July	Aug	YTD Total	Encumbered	Total Projected	Budget	YTD %
Debt Service - 5110 610 Principal Debt Service - 5110 621 Interest			-	-	-	2,815,000 611,150	0
Debt Service - 5110 640 Bank Fees Debt Service - Unap End Fund Bal	10		10	:	10	100 469,250	10 0
	10	-	10		10	3,895,500	0

DALLAS SCHOOL DISTRICT NO. 2 FINANCIAL REPORT 2022-2023

				6.018				
	DEBT SERVICE - FULL FAITH & CREDIT Revenue & Resources	July	Aug	YTD Total	Expected	Total Projected	Budget	YTD %
FUND 302	Beginning Fund Balance Transfers from Other Fund	July	7303	-	LABOUTO	- John Frojecteu	118.000	
	Total Revenue	-	-				118,000	0%
	Expenditures by Function: Debt Service - 5110 610 Principal Debt Service - 5110 621 Interest Debt Service - 5110 640 Bank Fees	July	Aug	YTD Total - -	Encumbered	Total Projected -	Budget 100,000 17,564	YTD % 0% 0%
	Debt Service - 5110 640 Bank Fees Debt Service - Unap End Fund Bal		-				436	0%
	Total Expenditures	•	-	•	•	-	118,000	0%
_	DEBT SERVICE - PERS PENSION BOND				- Alvest F. IX			
	Revenue & Resources Beginning Fund Balance	July	Aug	YTD Total	Expected	Total Projected	Budget 1,000,000	YTD %
	Service From Other Funds	42,092	50,301	92,393		92,393	2,250,000	4%
0	Total Revenue	42,092	50,301	92,393	-	92,393	3,250,000	3%
FUND 310	Expenditures by Function: Debt Service - 5110 610 Principal	July -	Aug	YTD Total	Encumbered	Total Projected	Budget 1,345,000	YTD %
교	Debt Service - 5110 621 Interest	-	-	-		-	811,358	0%
	Debt Service - 5110 680 Direct Pmt to PERS			-		.=		
	Debt Service - 5110 Bank Fees & Issuance Debt Service - Unap End Fund Bal		_	-			100 1,093,542	
	Total Expenditures			<u>-</u>			3.250.000	0%
							0,200,000	070
П	Revenue & Resources Beginning Fund Balance	July	Aug	YTD Total	Expected	Total Projected	Budget 100,000	YTD %
_	Revenue from Local Sources	18	125	143		143	1,500	
\$ 401	Revenue from State Sources Revenue from Bond Proceeds		-	-		-	2,000,000	0%
Funds	Total Revenue	18	125	143	-	143	2,101,500	0%
	Expenditures by Function: Bond Expenses- 4000	<u>July</u> 315	<u>Aug</u> 820,741	YTD Total 821,056	Encumbered 705,098	Total Projected 1,526,153	<u>Budget</u> 2,101,500	<u>YTD %</u> 39%
	Capital Construction - Bond 2022							
	Revenue & Resources	July	Aug	YTD Total			Budget	YTD %
2		July	-	11D Total				1112/0
33	Beginning Fund Balance Revenue from Local Sources	50,728	49,727	100,455			13,300,000 200,000	50%
JND 403	Beginning Fund Balance			-			13,300,000	
FUND 403	Beginning Fund Balance Revenue from Local Sources Revenue from State Sources Revenue from Bond Proceeds Total Revenue Expenditures by Function:	50,728 50,728 July	49,727 49,727 Aug	- 100,455 - 100,455 YTD Total	Encumbered	Total Projected	13,300,000 200,000 4,000,000 - 17,500,000 Budget	50% 1% YTD %
FUND 403	Beginning Fund Balance Revenue from Local Sources Revenue from State Sources Revenue from Bond Proceeds Total Revenue	50,728	49,727	100,455	<u>Encumbered</u> 305,416	Total Projected 973,600	13,300,000 200,000 4,000,000 - 17,500,000	50%
FUND 403	Beginning Fund Balance Revenue from Local Sources Revenue from State Sources Revenue from Bond Proceeds Total Revenue Expenditures by Function: Capital Expenses- 4000	50,728 50,728 July	49,727 49,727 Aug	100,455 - 100,455 <u>YTD Total</u> 668,183			13,300,000 200,000 4,000,000 17,500,000 Budget 11,140,000	50% 1% YTD %

For questions about this report, please contact Tami Montague Dallas School District Business Office 111 SW Ash St, Dallas, OR 97338 tami.montague@dsd2.org

AGREEMENT

between

Mid-Valley Bargaining Council

(Dallas Education Association)

and

Dallas School District No. 2

JULY 1, 2023 TO JUNE 30, 2026

Final DEA Bargaining CBA 2023

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Preamble

This agreement is entered into between the Board of Directors on behalf of Dallas School District No. 2, Dallas, Oregon, hereinafter referred to as the "Board" or "District" and Dallas Education Association on behalf of the Mid-Valley Bargaining Council, hereinafter referred to as the "Council."

The intent of this agreement is to set forth and record herein the basic and full agreement between the parties on those matters pertaining to wages, hours, and conditions of employment for licensed personnel included in the bargaining unit.

Council Rights

A. Information

Upon request, the District shall furnish to the Council school district information necessary for the purpose of collective bargaining and in the form in which it is normally prepared and used. However, information which under law is considered confidential shall not be furnished except as permitted by law.

B. Release Time for Meetings

Whenever any representative of the Council or any teacher participates during working hours in negotiation sessions, grievance proceedings, conferences, or meetings at which the District requires attendance, they shall not suffer loss in pay.

C. Use of School Buildings:

School facilities may be used for Council meetings at reasonable times during non-duty hours provided that such meetings shall not interfere with the normal school operations and providing that custodial staff is on duty when necessary. Scheduling the building for use under this article shall be coordinated by the building administrator or designee of the building to be involved.

D. Materials and Facilities

The Council shall have the right to use school facilities and equipment at reasonable times by arrangement with the building administrator or designee charged with the responsibility for that facility and when such facilities and equipment are not needed for normal educational use. The forgoing right shall be extended to Dallas School District No. 2 staff only. The Council shall pay for the reasonable cost of all materials and supplies incidental to such use and for repairs necessitated as a result thereof.

E. Bulletin Boards

The Council shall have in each school building, the use of a portion of a bulletin board in each faculty lounge.

F. Right to Speak at Meetings

Upon request, a Council representative shall be allowed to speak during any faculty or other professional meeting for a maximum of ten (10) minutes. The local designee or the President of the Council may request to be placed on the agenda and shall be given the opportunity to speak at any public board meeting.

G. Notice of Representation:

The District shall advise all newly employed licensed personnel at the time of their employment that the Council is their exclusive bargaining representative.

H. Miscellaneous Provisions:

- 1. The agenda for school board meetings shall be e-mailed to all council members on Friday preceding regular scheduled board meetings.
- 2. Building representatives shall be allowed to work on Council matters at times that do not interfere with other job responsibilities. Grievances shall be processed at times other than the normal teacher workday.
- 3. The Council shall be granted eight (8) days noncumulative leave to be used by Council representatives for the purpose of conducting Council business. The leave may be taken in whole or half-day segments and the cost of the substitute shall be paid by the Council. Notification in writing shall be furnished to the District forty-eight (48) hours in advance of utilization of such leave. The superintendent shall have the discretion to grant additional leave days under this provision.
- 4. The district shall provide an opportunity for input from the Council regarding fiscal and policy matters. The Council may participate in policy work sessions and be an ad hoc member of the budget committee.
- 5. The District shall seek input from the Council regarding district inservice programs.
- 6. The use of the District email system by the Council is allowed for the administration of the collective bargaining agreement as well as matters of governance or business.
- 7. The rights of designated representatives to have reasonable time to engage in Council business during regular work hours is recognized. Questions of designation and reasonable time will be resolved collaboratively between the District and the Council.

Management Rights

- A. The Board, on its own behalf and behalf of the electors of the school district, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Oregon, and the United States, without limiting the generality of the foregoing, the right:
 - 1. To the executive management and administrative control of the school system and its employees, properties, and facilities.
 - 2. To hire all employees and to determine their qualifications, and conditions of their continued employment, process their dismissal, and to promote and transfer all such employees.
- B. The exercise of the foregoing powers, rights, authorities, duties, and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the express terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Oregon, and the Constitution and laws of the United States.
- C. Nothing in this agreement shall restrict the District's right to contract or subcontract out work so long as no current member of the bargaining unit is subject to a layoff as the direct result of such contracting or subcontracting out. This reserved right is without qualification; there is no district obligation to bargain as to any such contracting or subcontracting decision and the impact thereof. This is understood to be a waiver of the right to demand decisional and impact bargaining for the circumstances provided herein.

Recognition and Status of Agreement

- A. The District recognizes the Council as the exclusive bargaining representative with respect to wages, hours, and conditions of employment for all licensed teaching personnel, all other TSPC licensed staff, all other licensed professional staff not licensed under TSPC but under other state licensing agencies and with an exempt status under contract to the District including temporary teachers. Teachers who teach less than one-half (1/2) time on a daily basis shall not be covered under the following articles:
 - Article 2 Compensation: Fringe Benefits
 - Article 11 Leave: Sabbatical
 - Article 23 Teacher Assignments
 - Article 27 Teaching Hours and Teaching Load
- B. Specifically excluded from the bargaining unit are, supervisory/confidential employees, substitute teachers, assistants, tutors, and any other person who is engaged at least 50 percent of their time on the job in direct administration and/or supervision of professional personnel.
- C. The term "teacher" when used hereinafter in the agreement shall refer to all professionals represented by the Council in the bargaining unit as above defined.
- D. There shall be two (2) signed copies of the final agreement for the purpose of records. One shall be retained by the District and one shall be retained by the Council.
- E. The District will provide printed copies of the collective bargaining agreement (CBA) as needed.

Duration/Reopener

- A. This agreement shall be effective on July 1, 2023. Negotiated language changes agreed upon under reopener shall become effective on July 1.
- B. The parties acknowledge that during negotiations which resulted in agreements, each had an unlimited right and opportunity to negotiate with respect to any subject or matter appropriate to collective bargaining, and exercise of that right and opportunity are set forth in the agreement.
- C. Annually, the parties shall meet to reaffirm the commitment to collaborative bargaining and discuss openly potential articles for negotiations. During this agreement either party may open up for bargaining up to two (2) existing articles per fiscal year. If the article(s) brought by the parties are the same, they will only be counted against the District's total. During each fiscal year, one (1) new article per party may be negotiated. Negotiations under this section will commence no later than February 1.

Article 1 Compensation: Extra Duty

A. Extra Duty Pay and Extended Contracts

- 1. Extra duty and activity assignments for Athletics and Activities shall be grouped into the categories shown in the Addenda. Extra duty and activity assignments for Educational Leadership shall be grouped into the categories shown in Addenda. Addenda shall include salary amounts and positions.
- 2. Payments for extra duty pay will be divided into equal payments and paid out over the length of the contract year or season, depending on the contracted activity. Seasonal positions will be paid out over the four (4) month season, unless the activity extends through multiple seasons such as cheerleading and dance. Year-long assignments will be paid out over the twelve (12) months of the contract year.
- 3. No extra duty positions shall be reduced to lower paying positions or eliminated from the Addenda unless those reductions are negotiated during regular bargaining between the Board and the Council.
- 4. Unless otherwise indicated, the number of positions implemented at any given time shall be the decision of the District.
- 5. Coaches and/or advisors may add additional unpaid staff as approved by the District. Coaches and/or advisors with assistants may also choose to divide their compensation among their staff as approved by the District, as long as the expected time is also reduced proportionally among those staff.
- 6. Any employee on an extra duty contract shall not be dually compensated for the same position. If compensation is available from a source outside the District, the employee reserves the right to waive compensation from the District or from the outside source but shall not accept both. Compensation from the outside source must be reported to the District within thirty (30) days of receipt.
- 7. Bargaining unit members will be notified of open positions, as defined by Article 29, on the extra duty salary schedule and members will be interviewed for any position for which they submit a letter of interest.
- 8. The District retains the right to determine placement of initial hire and level of experience for extra-duty contracts.
- 9. The building administrator or designee will consult with affected bargaining unit members prior to adjusting or removing any extra-duty assignments. Bargaining unit members who are relieved of extra duty assignments shall receive the specific reason(s) for the removal of the assignment.
- 10. Contracts for extended service shall be paid at the Extended Contract Hourly

Rate as shown in the Addenda. This rate shall be adjusted according to the percentage listed in Article 3 Compensation: Salary subsection A for subsequent years. In addition, the District reserves the right to contract out curriculum work and any other work performed by teachers outside the regular contract period beginning at the rate listed above, or for an agreed upon stipend rate.

11. The District retains the right to individually contract with non-unit members at rates other than those listed in the Extra Duty Pay Schedules listed in the Addenda as long as the rate does not exceed the rate offered to unit members.

B. Athletics and Activities Extra Duty Pay Schedule Descriptions

- 1. All junior varsity and freshman coaches shall be designated as assistant coaches as assigned by the head coaches. All assistant coaches' seasons shall start and finish at the same time as the head coach and shall be required to help scout as assigned.
- 2. All coaches shall be required to complete any OSAA required trainings and certifications.
- 3. Cheer and Dance coaches whose scheduled seasons span across two (2) typical seasons (fall and winter) shall be compensated equally for each season.
- 4. Intramural coaches' season shall parallel with the interscholastic coaches' season.
- 5. HS Band and HS Vocal Music shall be paid at the rate determined on the Athletics and Activities Extra Duty Pay Schedule if they are competing, participating and performing in OSSA sponsored activities and competitions including sports competitions such as pep band, and pre-game and/or half-time performances as determined by the District. Otherwise they shall be paid according to the Educational Leadership Extra Duty Pay Schedule.
- 6. Special Grouping positions' compensation shall increase by the same percentage listed in Article 3 Compensation: Salary subsection A during each year of this agreement.
- 7. Productions for Drama are defined as the entire performance schedule for each play or musical (i.e. a production could have five (5) separate performances). Extra duty is paid per production regardless of the number of performances.
- 8. Because of length of season and number of competitions, wrestling shall be considered a team sport for purposes of compensation.

C. Educational Leadership Extra Duty Pay Schedule Descriptions

- 1. Club Advisors shall qualify for extra duty compensation when they advise a student organization that typically operates on a regular basis throughout the school year.
- 2. HS Band and HS Vocal Music shall be paid at the rate determined on the Educational Leadership Extra Duty Pay Schedule if they are not competing, participating and performing in OSSA sponsored activities and competitions including sports competitions such as pep band, and pre-game and/or half-time performances. Otherwise they shall be paid according to the Athletics and Activities Extra Duty Pay Schedule Descriptions above.
- 3. Special Grouping positions' compensation shall increase by the same percentage listed in Article 3 Compensation: Salary subsection A during each year of this agreement.

D. Experience Compensation

- 1. All employees hired for extra duty assignments shall accumulate experience status. Employees shall receive one (1) year of experience status for each year the employee is assigned that extra duty within the District. Compensation shall be based on a tiered experience schedule. Employees shall be on tier one for years one (1) through three (3). Movement to tier two (2) shall occur at the start of year four (4) and continue through year six (6). Movement to tier three (3) shall occur at the start of year seven (7) and continue for all future assignment years. When questions of movement or placement arise, the superintendent shall decide the issue after consulting with Council leadership.
- 2. Tier two (2) shall reflect a 1% increase over the determined base salary in tier one (1). Tier three (3) shall reflect a 1% increase over tier two (2). For example: Head Coaches of Team Sports starting at tier one (1) is paid at 14% of the base salary at 1-1 on the salary schedule in the Addenda. Tier two (2) is 15% and tier three (3) is 16%.
- 3. Employees shall retain their current experience status when they are hired for extra duty assignments within the same activity grouping. Employees who are hired for an assignment in a different activity for the first time shall start at year one (1). However, any accumulated experience credit for that activity is retained by employee indefinitely. For example: employees retain experience credit moving as a Varsity Assistant Volleyball Coach to a Varsity Head Volleyball Coach. The same coach begins at year one (1) if moving from Varsity Assistant Baseball Coach to a Varsity Head Wrestling Coach with no wrestling coach experience in Dallas School District.

	Years of	Compensation
<u>Tier</u>	Dallas Experience	based on base salary at 1-1
One	1-3	14%
Two	4-6	15%
Three	7+	16%

E. Extended Season Compensation

- 1. Coaches, directors, or advisors of teams or groups as listed in section 4, who qualify for competition beyond the expected season for state or national competitions, but still within the contracted school year, will receive weekly compensation for their extended season.
- 2. Coaches and/or advisors will receive one (1) full week of compensation for any part of a week they participate in state or national competitions. Week is defined as Sunday through Saturday.
- 3. Coaches in extended season competition shall be compensated at the scheduled rate of assigned extra duty pay for every week of post season competition participation. Advisors in extended competition shall be compensated at the scheduled rate of assigned extra duty pay for every week of post season competition participation.
- 4. The following coaches are eligible for extended season compensation:
 - a. Football: Head Coach plus three (3) assistants.
 - b. Basketball, Baseball, Soccer, Softball, Volleyball: Head Coach plus one (1) assistant.
 - c. Cheerleading, Cross Country, Dance, Golf, Band, Choir: Head Coach or Director only.
 - d. Swimming, Tennis, Track, Wrestling, Theater: Head Coach or Director only for one to four (1-4) qualifying athletes or participants; Head Coach or Director plus one (1) assistant for five (5) or more qualifying athletes or participants.
 - e. Club Advisors: Head Advisor only for team of one to four (1-4) qualifying individual participants; Head Advisor plus one (1) assistant for five (5) or more qualifying individual participants.

F. Extended Services Contracts

1. Special education teachers and school psychologists shall receive a stipend of 8.4% per year based on the rate at Step 1 Column 1. This stipend shall be pro-rated based on FTE, and on contract year. It will be paid in 12 equal payments if working a full year. Most work of special education teachers and school psychologists should be accomplished inside the contracted work week. This stipend is intended to compensate for additional responsibilities and time spent beyond the normal workday. If days are required beyond the normal work year, an additional Extended Services Contract will be utilized.

G. Special Groupings

1. Payment will be made on a per event basis for licensed staff who chaperone games,

take tickets, time athletic events or chaperone rooter buses. The rate per event will be the hourly rate for licensed staff (see section A 10 of this article).

2. Additional work required by the district that is beyond the workday will be compensated on a stipend (\$200/day) or at the hourly rate for licensed staff (see section A 10 of this article). Work such as summer training, are included in this special grouping. Work that is part of an overnight field trip (not compensated as a part of an extra duty contract) is paid at the stipend rate.

H. National Board Certification

Teachers who have earned their National Board Certification will receive a one-time bonus of \$1000 upon proof of such certification.

I. New Teacher Inservice

New teachers shall receive a one-time payment of \$225 stipend per day paid at the time of completion of new teacher inservice.

J. Extra Duty Schedule Changes

When the District or Association determines the need for a change or addition to the Extra Duty Schedule, other than during negotiations, the District and Association leadership will meet to discuss potential changes. The District and Association shall make collaborative decisions about any changes. Changes under this section shall be considered a part of the contract.

Article 2 Compensation: Fringe Benefits

A. Maximum District Contributions

- 2023 2024 Effective October 1 of the first year of the agreement, the District shall pay up to \$1425 per teacher per month on a composite rate for eligible teachers for medical, dental (including orthodontia) and vision insurance
- 2024 2025 Effective October 1 of the second year of the agreement, the District shall continue to pay up to \$1425 per teacher per month on a composite rate for eligible teachers for medical, dental (including orthodontia) and vision insurance
- 2025 2026 Effective October 1 of the third year of the agreement, the District shall continue to pay up to \$1425 per teacher per month on a composite rate for eligible teachers for medical, dental (including orthodontia) and vision insurance
- B. Selection of Carrier and Plan

The District will not set limits on plan selection. The plans offered will be governed by the Council within the parameters established by OEBB.

C. Maintenance of Benefits

Each teacher who completes the contract work year shall receive twelve (12) months of fringe benefits for each contract year completed. All insurance benefits become effective October 1 of each contract year.

D. For a teacher who works less than one hundred ninety (190) days of any one (1) contract year, the following guidelines shall be used to determine the number of months that insurance shall be paid by the District.

Days Worked	Months Insurance Paid
10-25	1
26-40	2
41-55	3
56-70	4
71-85	5
86-100	6
101-115	7
116-130	8
131-145	9
146-160	10
161-175	11
176-190	12

E. Teachers newly hired by the District shall be eligible for the district paid contribution toward a composite rate premium upon acceptance of written application by the

insurance carrier(s).

The benefit programs identified herein shall be provided only in accordance with the underwriting rules and regulations as set forth by the carrier(s) in the policy or policies retained by the policyholder.

The District will not be obligated and shall not pay for any medical and/or dental expenses not covered by the insurance carrier(s). Such expenses shall be the sole obligation of the teacher(s) incurring them.

The actual health insurance coverage shall be provided by a carrier authorized to do so pursuant to Oregon state laws and regulations.

- F. The District is obligated to provide teachers access to a third-party insurance carrier that offers a selection of optional insurance benefits including, but not limited to, long-term disability and life insurance coverage.
- G. Teachers hired after July 1, 1997, shall receive prorated benefits in relationship to actual hours or periods employed and if less than 1.0 FTE shall select insurance from the tiered rate.
- H. If during the life of this agreement OEBB implements a change in employee coverage from composite rates to tiered rates, negotiations shall be reopened (outside Article 16) to address this issue exclusively.

Article 3 Compensation: Salary

A. Salary Schedule

For 2023 - 2024 the 2022 - 2023 salary schedule will be increased by 6.0%. The 6.0% will be added to each cell in the 2022 - 2023 salary schedule. The new schedule will be submitted to a Council representative to verify the 6.0% increase to each cell. Discrepancies will be reviewed by both parties and adjusted as needed. A step increase and column movement are proposed for those who are eligible. The salary schedule for the 2023 - 2024 school year for teachers covered by this agreement is set forth in the Addenda.

For 2024 - 2025 the 2023 - 2024 salary schedule will be increased by 4.0%. The 4.0% will be added to each cell in the 2023 - 2024 salary schedule. The new schedule will be submitted to a Council representative to verify the 4.0% increase to each cell. Discrepancies will be reviewed by both parties and adjusted as needed. A step increase and column movement are proposed for those who are eligible. The salary schedule for the 2024 - 2025 school year for teachers covered by this agreement is set forth in the Addenda.

For 2025 - 2026 the 2024 - 2025 salary schedule will be increased by 3.0%. The 3.0% will be added to each cell in the 2024 - 2025 salary schedule. The new schedule will be submitted to a Council representative to verify the 3.0% increase to each cell. Discrepancies will be reviewed by both parties and adjusted as needed. A step increase and column movement are proposed for those who are eligible. The salary schedule for the 2025 - 2026 school year for teachers covered by this agreement is set forth in the Addenda.

B. Experience Credit

Initial placement on the salary schedule shall reflect verified experience with an accredited school within the limits of the DSD Salary Schedule. Additional years of experience may be granted if agreed upon between the individual teacher and the superintendent.

C. Pay Date

Salary payment shall be made on the 25th day of each month. If the 25th of the month falls on a Saturday, Sunday or holiday, salary payments shall be available at the district office at 7:30 A.M. on the first district office working day that immediately precedes the weekend or holiday.

D. Payments

Each teacher shall be paid on the basis of twelve (12) equal payments. Summer balance of contract paychecks will be made with the scheduled June 25th pay date. In the event that an error in compensation is discovered, the teacher and the District shall meet forthwith to

establish a plan for reimbursement.

E. Travel Pay

Teachers required in the course of their typical work day to drive personal automobiles shall be reimbursed the current IRS business rate per mile for approved travel.

F. Teacher as a Substitute

When a teacher is asked by the administration to give up their preparation time to cover for another teacher, they shall be compensated for that time at a proration of their daily rate.

G. Salary Schedule Placement

Placement on the salary schedule shall be by the District within the provisions of the agreement. Official transcripts shall be required and the evaluations of the transcripts shall be by the superintendent as to appropriateness of credits earned. Placement on the BA, BA+24, BA+45, BA+69, or MA, BA+93 or MA+24, and BA+117 or MA+45 columns shall be contingent on credits earned subsequent to provisional licensure or the appropriate degree which led to the licensure required for employment. Official Transcripts shall be provided to the District by the employee

- a. by September 10 for placement changes to occur beginning September 25.
- b. by January 10 for placement changes to occur beginning January 25.

Any teacher wanting a transcript review shall make that request in writing to the human resources department. No teacher shall advance more than one vertical step in any one year except as provided by this agreement or at the total discretion of the superintendent.

Course credit reflective of professional development units (PDUs) will not be accepted for advancement on the salary schedule. One (1) PDU is generally defined as one (1) clock hour of advanced or continuing professional development. One (1) academic quarter credit is generally defined as three (3) hours per week in and out of class. It is incumbent on the teacher to know if course work is reflective of professional development or academic credit. Questions of PDUs vs. academic credit will be discussed at Monthly Meetings. Licensed staff will be notified of any change in practice with timelines developed by DEA and DSD leadership.

H. PERS Pickup

In the event that during the life of this Agreement it becomes impossible for reasons of law, regulation, or decisions of the courts for the District to make contributions/payments to PERS/OPSRP on behalf of employees at the current 6% "pickup" amount, then the District and the Association will reopen this article to negotiate changes to compensation (e.g., salary schedule). Any changes made must distribute the financial impact equitably to both parties. Should a change in the PERS contribution as described in this section occur, contract negotiations dealing solely with this section will be reopened under the rules of direct bargaining.

Article 4 Complaint Procedure

- A. When an oral or written complaint regarding the performance of a teacher is made to an administrator, the substance of the complaint shall be discussed with the teacher within ten (10) working days. The building administrator or designee must attempt to resolve the complaint by:
 - 1. Initially encouraging the complainant and teacher to meet to resolve the issue without building administrator or designee present.
 - 2. Secondly following up with the teacher and complainant to determine if the issue was resolved.
 - 3. Finally meeting with both parties as a mediator if the above actions did not resolve the issue.

If either of the parties are unavailable, the ten (10) working days shall begin upon the availability of both parties.

When a concern regarding the performance of a teacher is made to an administrator, the administrator shall independently make a determination of the validity of the concern. If the concern is determined to be valid, the administrator shall discuss the concern within ten (10) working days of the date of validation.

- B. Any complaint which the administration chooses not to discuss with the teacher or which is not discussed within the required time shall not be considered in the teacher's evaluation and not be placed in the teacher's personnel file or used against the teacher in any subsequent action by the District.
- C. During the discussion of the complaint, the teacher will be presented with the complaint in writing signed by the building administrator or designee and the complainant. The written complaint shall include the name of the person(s) making the complaint and all other available information including the nature of the complaint, and the requested remedy, if any.
- D. The teacher shall have the right to representation in all discussions with the building administrator or designee, pursuant to this article.
- E. Comments criticizing a specific teacher made by a citizen at a School Board meeting shall be deferred to Executive session for further consideration. The teacher will be notified of this criticism within ten (10) working days by the building administrator or designee.
- F. When a complaint involves an allegation of misconduct, the procedures in the Discipline and Rights of Professional Teachers Article will be followed instead of the Complaint Procedure Article.

Article 5 Discipline and Rights of Professional Teachers

- A. No teacher in the bargaining unit shall be disciplined (some examples of disciplinary actions covered include written reprimand, suspension with or without pay, or withholding of an increment) without just cause. Cause in this agreement means:
 - 1. The teacher is given timely written notice of allegations against him/her.
 - 2. There shall be an investigation of the allegations before any discipline is administered.
 - 3. The teacher has reasonable and adequate awareness and access to the applicable policies and procedures related to the alleged conduct.
 - 4. The teacher required to attend a meeting regarding a matter which could affect the continued employment of the teacher shall be given reasonable notice in advance of the meeting.
 - 5. The teacher shall have the right to have representatives of their choice present at any meeting of an investigatory nature with the building administrator or the Board, which they reasonably believe may result in disciplinary action.
 - 6. All information forming the basis of disciplinary action shall be made available to the teacher at the teacher's request.
 - 7. The investigation shall provide objective evidence or proof before a teacher is disciplined.
 - 8. The penalty shall be reasonably related to the seriousness of the offense.
- B. All information forming the basis for disciplinary action shall be made available to the teacher and the Council at the teacher'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 contract teachers (ORS 342.895), probationary teachers (ORS 342.835) or temporary teachers
 - nonrenewal of probationary teachers (ORS 342.835), or temporary teachers
 - non-extension of contracted teachers' contracts (ORS 342.895)

These cases-are excluded because they are governed by the Fair Dismissal Law. In addition, this article does not apply to assignment to or retention in extended responsibility assignments.

C. When a teacher is directed to appear before an administrator, or the Board or any portion thereof, for the purpose of informing the teacher of a disciplinary action (some examples of disciplinary actions covered include written reprimand, suspension with or without pay, or withholding of an increment) being taken against the teacher, the teacher shall be given reasons for the meeting in writing at least forty-eight (48) hours in advance of the meeting. The teacher shall have the opportunity to be accompanied and represented by someone of their choosing. This article does not pertain to situations of flagrant misconduct where the building administrator believes immediate suspension is necessary.

- D. When a teacher is requested to appear before an administrator, or the Board, or any portion thereof, for the purpose of giving testimony in an investigation which may lead to disciplinary action against another teacher, the teacher shall have the opportunity to be accompanied and represented by someone of their choosing. In such cases, the teacher's testimony and/or questioning will be limited to their knowledge or observations rather than opinions or speculation.
- E. When an employee of the District is directed to give testimony before an administrator, or the Board, or any portion thereof, which could form the basis for disciplinary action against a teacher, the Council has the right to ask for narrative notes and/or audio/video recordings.
- F. There shall be no public verbal criticism of a teacher by the administration.
- G. When the District asserts, after an investigation, that a claim of suspected abuse or sexual conduct against a bargaining unit member is substantiated, the district will provide the member with written notice of that determination and the member shall have a right to an appeal process before a neutral third party pursuant to Oregon law. The unit member shall have ten (10) working days from the receipt of the written notice to submit a written notice of an appeal to the District. If the Association is representing the member, an extension of an additional ten (10) days (up to a total of twenty days) may be requested and the District will honor that request.

The appeal process shall operate as follows: Upon receipt of an appeal, the District shall request the appointment of an arbitrator through the Oregon Employment Relations Board (ERB). The Arbitrator provided by the ERB shall conduct a hearing and render a written decision. The cost of the Arbitrator shall be paid by the District.

Should the unit member decide not to appeal the determination or should the unit member fail to meet the time frame provided to invoke the right to an appeal process, the District shall create a record of the substantiated report in accordance with Oregon law.

The unit member may choose to be represented in the appeal process by the Association or by an attorney of his or her own choosing.

H. An employee's Weingarten Rights shall be observed.

Article 6 Dues and Payroll Deductions

- A. The District agrees to deduct the following from the salaries of bargaining unit members who have authorized the deduction in writing:
 - 1. All dues, fees, and assessments for membership in the Council/DEA/OEA/NEA. Authorizations shall be pursuant to Oregon law. The District shall deduct an amount equal to one-twelfth (1/12) of the dues of the Council, including DEA/OEA/NEA dues, each month for twelve (12) consecutive months from the pay of each member of the bargaining unit, beginning with the paycheck for the month of October. Funds withheld shall be paid by the District to each respective organization
 - 2. Withholdings approved but not provided by the district.
 - 3. Payments to the banking institutions for electronic deposit of payroll checks.
- B. The Council agrees to indemnify, defend and hold the District harmless against any and all claims, suits, orders, or judgments brought against the District as a result of the dues deduction provisions of this article. This hold harmless agreement shall (1) be effective provided the District give notice within thirty (30) days of any such claim, (2) tender to the Council defense of any claim, and (3) cooperate with the Council and its designated counsel in the defense of the claim.

Article 7 Evaluation

- A. At the beginning of the school year all newly hired teachers shall be provided with copies of evaluation policies, the "Licensed Teacher Evaluation Guide," job description(s), and evaluation-related forms, and receive training in use of these materials. Additional copies for all other teachers will be made available upon request.
- B. The Licensed Teacher Evaluation Guide, as well as job description, and performance standards will provide the basis for teachers establishing goals prior to their fall conference with their administrator. Evaluations shall be conducted only by administrative personnel following the guidelines outlined in the Licensed Teacher Evaluation Guide
 - Upon determining that a probationary teacher's performance could lead to nonrenewal, the administrator shall notify the teacher and Association leadership in writing, in a timely manner.
- C. Formal observations are scheduled as per the Licensed Teacher Evaluation Guide (LTEG). The LTEG shall be annually published electronically. It will be reviewed as stated in the LTEG or earlier if needed. Unscheduled or unannounced observations are appropriate. Any observation used for summative evaluation must be documented by the administrator and shared with the teacher within two (2) working days. Teachers may request additional observations.
- D. No material relative to evaluations shall be placed in a teacher's personnel file unless the teacher has had an opportunity to review the material and the opportunity to affix their signature or initials. Teachers shall have a right to submit a rebuttal to all written observation and evaluation reports that are to become a part of the personnel file.
- E. Teachers will not be evaluated in any non-endorsed subject/area unless they were hired to teach in this area pending licensure through a License for Conditional Assignment (LCA).
- F. If a teacher is determined by the District to need a written plan of assistance, it shall be given to the teacher and discussed. A plan of assistance will be used pursuant to ORS and Dallas School District adopted policy and/or administrative rule. Prior to a plan of assistance, the teacher will have been evaluated with three observations. Areas for improvement will be noted on the observations and discussed with the teacher. When a written plan of assistance is completed, the District shall notify the teacher in writing of satisfactory or unsatisfactory completion. Teachers shall have a right to have a representative present once they are notified they are being placed on a plan of assistance.

Article 8 Grievance Procedure

DEFINITIONS

A. Grievance

A "grievance" is a contention or claim by a teacher, group, class of teachers, or the Council based upon an interpretation, application or alleged violation of this agreement, if the disagreement cannot first be resolved by discussion with the building administrator or designee.

Allegations of violations of written Board policies or written administrative rules may be grieved to the Board, at Level Three. The decision of the Board may not be appealed to arbitration or to the Employment Relations Board.

B. Grievant

A "grievant" is a teacher, group or class of teachers, or the Council who/which initiates a grievance. A "class" grievance may be filed only where the alleged violation affects a clearly defined class, i.e., all teachers in the District, all teachers in a school building, all teachers in a department and/or grade level. Two (2) or more teachers with like kind grievances may join together in filing a single grievance and, upon request of at least two (2) of these teachers, the Council may file a group grievance on behalf of said teachers.

Any individual teacher, group, or class of teachers affected by a grievance may choose to have it adjusted (including the dismissal thereof) without the intervention of the Council, if:

- 1. The adjustment is consistent with the terms of this agreement; and,
- 2. The Council designee has been given an opportunity to be present at the adjustment meeting and has been given the opportunity to state its views at each level of this procedure.

C. Party in Interest

"Party in Interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

D. Representative

A "Representative" is an individual who may speak for and/or advise a party in interest.

- E. Building Administrator or Designee
 - The "Building Administrator or Designee" is the administrator who has direct responsibility over the assignment in which the grievant is engaged at the time the alleged violation occurred.
- F. Persons Officially Involved
 "Persons Officially Involved" mean the parties of interest, and their
 representative(s). Parties in interest may have up to two (2) representatives.
 Additional representatives are allowed by written mutual agreement.
- G. Day(s)

 The term "Day(s)" when used in this article, except when otherwise indicated, shall mean the regular working day of the District for licensed teaching staff.

 The term "Day(s)" during the summer shall mean regular working days on a full year calendar.

PURPOSE

While recognizing that the collaborative commitment is a fundamental component of the relationship between the association and the district, the purpose of this grievance procedure is to secure, at the lowest possible level, solutions to the problems which may arise from time to time affecting teachers under this agreement.

GENERAL PROCEDURES

- A. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by written mutual agreement.
- B. All parties should attempt to complete the procedures by the end of the school year. The parties shall make good faith efforts to shorten the number of days provided at the various steps in order to finish by the end of the school year and avoid, if possible, carrying the process into the summer vacation period or the following school year.
- C. All parties of interest have a right to representative(s) of their own choosing at each level of these grievance procedures.
- D. There shall be no reprisal by the District or the Council exerted on any teacher or persons officially involved choosing to use these procedures for resolution of grievances.

- E. Failure at any level of this procedure by the grievant to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level. Failure at any level of this procedure to communicate the decision in writing on a grievance within the specified time limits shall be deemed a denial of the grievance at that level and permit the grievant to proceed to the next level.
- F. All documents, communications, and records of a grievance shall be filed in the school district office separately from the personnel files.
- G. In the course of investigating any grievance, representatives of either party shall conform to building policies relating to visiting or contacting schools, teachers, or pupils. Every reasonable effort shall be made by all parties of interest to avoid interruption of classroom and/or any other school-sponsored activities. Also, every reasonable effort shall be made to avoid the involvement of students in the grievance procedure.
- H. Each grievance shall have to be initiated within twenty (20) days after the occurrence of the cause for the complaint; however, if the grievant did not become aware of the occurrence until a later date, then they must initiate action within the twenty (20) days following their first knowledge of the cause. Any grievance not filed within this time line shall be deemed a voluntary waiver of rights by the grievant. This period may be tolled by mutual agreement while working collaboratively to resolve a grievable issue.
- I. Each party shall pay any and all cost incurred by said party.
- J. If the grievant chooses to pursue their claim on a single issue through the court system, the Employment Relations Board or other outside agency, the grievance procedure cannot be used and any decision rendered under this procedure will become null and void. Some parts of the grievance may remain appropriate under this article.
- K. The filing or pendency of any grievance under the provisions of this article shall in no way impede, delay, or interfere with the right of the building administrator or designee or the Board to take action being challenged; subject, however, to the final decision of the grievance.

LEVELS OF GRIEVANCE

A. Level One

The grievant may file a written grievance with their building administrator or designee. Written grievances as required herein shall:

- 1. Be signed by the grievant(s);
- 2. Be specific;
- 3. Contain a synopsis of the facts giving rise to the alleged violation;
- 4. Cite the section or subsections of this agreement alleged to have been violated and/or the policy or administrative rule alleged to have been violated;
- 5. Contain the date of the alleged violation;
- 6. Specify the relief requested.
- 7. At all levels, time lines may be altered by written mutual agreement.

The building administrator or designee shall arrange a meeting to include the grievant(s), the building administrator or designee, and representative(s) as required by either party within seven (7) days of receipt of the complaint. This Level One meeting shall provide the opportunity for the grievant(s) to explain to the building administrator or designee the grievant(s) position and for the building administrator or designee to ask clarifying questions. The building administrator or designee shall report the decision to the grievant in writing within seven (7) days after the Level One meeting.

B. Level Two

If the grievant is not satisfied with the written decision of the building administrator or designee at Level One, or if no decision has been rendered within seven (7) days after the Level One meeting, the grievant may file the grievance as a Level Two grievance in writing with the superintendent, or designee, not a party to the grievance, no later than ten (10) days from the receipt of the Level One decision.

The superintendent, or designee, shall arrange a meeting to include the grievant(s), the supervisor, and representative(s) as required by either party within seven (7) days of receipt Level Two grievance. This Level Two meeting shall provide the opportunity for the grievant(s) to explain to the superintendent, or designee, the grievant(s) position and for the superintendent, or designee, to ask clarifying questions.

C. Level Three

If the grievant is not satisfied with the written decision of the superintendent or designee at Level Two or if no decision has been rendered within ten (10) days after the Level Two meeting, the grievant may file the grievance in writing as a Level Three grievance with the superintendent not later than seven (7) days after receipt of the Level Two decision, requesting a hearing with the Board. The Board shall provide for a Level Three hearing no later than fifteen (15) days following

the superintendent's receipt of the Level Three grievance and shall provide written notice of the time and place of the Level Three hearing to the parties in interest no later than seven (7) days prior to the hearing.

The Board shall hear the presentation of the Level Three grievance.

D. Level Four

If the grievant is not satisfied with the written decision, sent to all parties officially involved, of The Board at Level Three, or if no decision has been rendered within seven (7) days after the Level Three hearing, the grievant may within seven (7)) days request in writing the Council submit the grievance to arbitration. The Council, by written notice to the superintendent within fifteen (15) days after receipt of the request, may submit the grievance to arbitration.

The Council shall request that the Employment Relations Board submit to the Council and the superintendent a list of prospective arbitrators. As an alternative, the parties may mutually agree to request a list of prospective arbitrators from the American Arbitration Association.

Within ten (10) days from the receipt of the list the superintendent and a representative from the Council shall select an arbitrator in a manner prescribed by the agency issuing the list.

The arbitration hearing shall be conducted in accordance with the current rules of the Employment Relations Board. The arbitrator shall not add to, subtract from, alter or modify the terms of this agreement. The arbitrator's decision shall be in writing and shall set forth the findings of fact, reasoning and conclusion on the issue submitted. The decision shall be submitted to the Board and Council and shall be final and binding on the parties. The costs for the services of the arbitrator, including per diem expenses, if any, and travel and subsistence, and the cost of the hearing room shall be shared equally by both parties. All other costs shall be paid by the party incurring them.

Article 9 Leave: Medical

- A. Pursuant to ORS 332.507(2), every teacher shall accrue ten (10) working days medical leave each school year or one day per month employed, whichever is greater and, pursuant to ORS 332.507(4), leave not taken shall accumulate for an unlimited number of days. Medical leave is available for the employee's:
 - 1. Health condition.
 - 2. OFLA/FMLA/PLO defined family members with serious health conditions.
 - 3. Child requiring home care.
 - 4. Pregnancy (includes prenatal care, childbirth and recovery).
 - 5. Care for a newborn child.
 - 6. Placement/adoption of child or adult dependent.
 - 7. Other use as defined by Oregon Sick Time Law.
- B. Every teacher contracted for less than a full teaching year and/or full teaching day shall accrue medical leave in proportion to the relationship their basic work year and/or work day has to a ten (10) month teaching year and/or full teaching day.
- C. Medical leave shall be credited to teachers on July 1 each year or upon the date of employment if later than July 1.
 - On each payroll each teacher shall be given a written accounting of their use of medical leave hours.
- D. In the event a teacher requests medical leave benefits in excess of five (5) consecutive days, the district may require verification from the teacher's physician that their illness or injury prevents the teacher from working or medical treatment cannot be delayed until the next vacation period.
- E. In all cases where medical leave is requested, the teacher shall verify on a standard form the absence from duty.
- F. Pursuant to ORS 332.507(4), a teacher who transfers to the Dallas School District No. 2 shall be allowed to transfer an unlimited number of days of unused, accumulated medical leave from another Oregon district. Transfer of medical leave from another Oregon PERS employer shall not be effective until the teacher has completed thirty (30) working days in the Dallas School District No. 2.
- G. For absence due to compensable injury as defined in ORS 656.005(8)(a) and incurred in the course of the teacher's employment, the District shall pay to such teacher the difference between the regular salary and benefits received by the teacher under the Oregon State Accident Insurance Fund. The difference shall be charged against the teacher's medical leave days on a prorated basis. The total salary shall not exceed the regular monthly gross salary. The compensation may continue up to one (1) calendar year from the date of the accident.
- H. The District will comply with the Federal and State laws relating to Family and

Medical Leave (OFLA and FMLA).

I. Medical Leave Insurance Bank

1. All licensed staff who are not members of the Medical Leave Insurance Bank will be automatically enrolled on September 30, with a donation of two (2) days of sick leave. If the staff member does not have two (2) days as of September 30, membership will not occur. Staff can reject membership by notifying the District Office in writing with a signature prior to September 30.

Licensed staff hired after September 30 may join the Medical Leave Insurance Bank with a donation of two (2) days of sick leave. Notice must be given to the district office in writing within ten (10) days of the start date. This donation will qualify the staff member for the first year of membership regardless of the hire date.

- 2. Members of the bank may receive time from the bank only for their own personal illness after they have exhausted their own medical leave. Members of the bank may seek a donation of leave as described in section 8 for the member or the member's family.
- 3. When a teacher applies for time, they must furnish a written statement from two (2) different doctors certifying a life threatening or debilitating physical illness, condition, or injury preventing the teacher from performing the duties of their job and medical treatment cannot be delayed until the next vacation period or the following summer.
- 4. The block of time drawn in year one (1) or year two (2) following enrollment is twenty (20) days; in year three (3) or four (4), the block is forty (40) days; in years five (5) and after, the block is sixty (60) days. Any drawn block of days can only be used for medical care related to the life threatening or debilitating physical illness as noted in number 3 and can be used for the illness or condition across two (2) school years. Any unused days in a block drawn are forfeited at the end of the two-year period.
- 5. Administrative procedures shall be provided by the District.
- 6. The teacher's medical leave days contributed to the bank are irrevocable.
- 7. Upon request, the District shall furnish the Council with the number of days currently in the bank. The Council shall determine when the bank is depleted to the point that re-enrollment of all members is required.
- 8. In the event a teacher has exhausted all applicable personal medical leave and their allotted Medical Leave Insurance Bank hours, the Council can, with permission of the teacher or their family representative, request a voluntary donation of medical leave hours from its members. A maximum of two (2) days per teacher may be transferred per request. Teachers wishing to donate must carry a medical leave balance of at least 400 hours. Total donations received

will be capped at ten (10) days per year. The Council will present to the business office a list of staff donating hours, the hours to be donated and the staff member receiving the donation.

Article 10 Leave: Paid

A. Definition of Terms

"Teacher's Family" shall include the teacher's mother, father, stepmother, stepfather, spouse, domestic partner, child, foster child, stepchild, grandmother, grandfather, grandchild, brother, sister, spouse's mother, father, sister or brother, or any relative or individual who is under guardianship or conservatorship and who is a resident responsibility of the employee.

"Critical illness" shall include only severe illness or severe injury. Hospitalization does not necessarily imply "critical illness."

B. Use of Paid Leave

Except where otherwise stated, paid leave days do not accumulate from year to year.

C. Critical Illness Leave

A teacher, at the discretion of the superintendent or designee may be granted a total of five (5) days per year with full pay in the event of critical illness of members of the "Teacher's Family." Critical illness is defined as a condition that poses imminent danger of death, or is terminal. Under extenuating circumstances, additional days of absence may be granted by the superintendent. Critical illness leave in some cases may be applied retroactively.

D. Bereavement Leave

An employee shall be granted a maximum of five (5) days absence with full pay for the death of a family member as defined in this section. The number of days granted within the maximum shall be determined by the building administrator or designee, depending upon the circumstances. Under extenuating circumstances, additional days of absence may be granted by the superintendent. For circumstances not defined in this section, a request for bereavement leave may be made to the superintendent. Family members include the employee's: mother, father, stepmother, stepfather, spouse, domestic partner, child, foster child, stepchild, grandmother, grandfather, grandchild, brother, sister, spouse's mother, father, sister or brother, or any relative or individual who is under guardianship or conservatorship and who is a resident responsibility of the employee. Additional leave may be available under OFLA.

E. Personal Leave

Three (3) days of paid leave per school year may be granted under this section for personal business which cannot be accomplished before or after regular school working hours or, because of unforeseen circumstances, requires immediate action.

A request for personal leave shall be made in writing to the building administrator or designee at least twenty-four (24) hours prior to the time the teacher is asking to take the leave. In case of an emergency or unforeseen circumstance, notice for said leave can be given as soon as possible.

Leave under this section may on occasion be granted to extend regular vacations, holiday periods, or for recreational purposes.

Unused personal leave will be paid out at the annual Substitute Teacher Pay Rate as provided by Oregon Department of Education. This payment will be in the regular June paycheck.

The award and payout of personal leave will be prorated for staff working less than one hundred ninety (190) days of any one (1) contract year. No employee will be required to reimburse the district for personal leave used prior to an end date. The calculation will be based on 3 personal days to 190 contract day's ratio and will be explained in detail to the affected parties.

F. Professional Leave

Leaves of absence greater than five (5) consecutive days with pay may be granted by the Board for good causes such as school visitations, conferences, etc. Leaves of absence under this section for five (5) consecutive days or less may be granted by the superintendent or designee.

G. Legal Leave

If a teacher is called for jury duty, they shall be granted a paid leave of absence. If provided with a fee for such service, the teacher shall waive the juror fees; however, the teacher shall retain all mileage and expense monies.

If a teacher is required to attend a legal proceeding, connected with the teacher's employment with the District, such attendance shall be with pay. If a teacher is subpoenaed to appear in a legal proceeding related to a teaching position, such appearance shall be with no loss of compensation.

If a teacher is subpoenaed to appear in a proceeding such as an arbitration or fact finding, the District shall be reimbursed at the cost of a substitute. Such leave shall be limited to five (5) teachers at any one proceeding.

Article 11 Leave: Sabbatical

A. Purpose of Sabbatical Leave

Sabbatical leave may be granted for the following purposes:

- 1. Graduate study.
- 2. Independent research undertaken in consultation with the superintendent.
- 3. Writing of a doctoral thesis.

B. Eligibility

- 1. Staff members shall be eligible for sabbatical leave of one (1) school year after five (5) uninterrupted years of teaching service to the District. Teachers who return from sabbatical leave shall be re-eligible after an additional five (5) uninterrupted years of teaching service to the District.
- 2. The number of teachers on sabbatical leave at any one time shall not exceed three (3) percent of the full-time teaching staff.

C. Application

- 1. An application for sabbatical leave must be filed in the district office by December 1 of the calendar year prior to the intended commencement of the leave. First consideration shall be given to those plans which involve greatest self- improvement and greatest benefit to the school system. A secondary consideration shall be the seniority of the teachers applying for leaves. Sabbatical leaves shall be granted at the sole discretion of the District and its decision shall be final and binding on the parties.
- 2. Sabbatical leaves which have been previously granted may be revoked by the District if the financial resources are not available. In such cases it is understood that the teacher shall be returned to a position for which they are qualified.

D. Planning Leave Activities

All activities for which sabbatical leaves are granted shall be planned in consultation with the superintendent. Any changes in such plans shall be approved in advance by the superintendent.

E. Length of Leave

A sabbatical leave shall not exceed one (1) school year.

F. Remuneration

- 1. Persons on sabbatical leave shall be paid one-half (½) of their annual base salary providing no stipend is received in the case of a fellowship or scholarship. If any stipend is provided, the salary allowance plus the stipend shall not exceed the amount of the net income (base salary less state and federal income tax) which they would have received if not on sabbatical leave for the school year. Time on sabbatical leave shall apply as service time to the District for purposes of increment and accumulation of medical leave time. However, the teacher may not collect medical leave pay while on sabbatical leave. Teachers who are on sabbatical leave shall continue to be covered by the District's medical insurance program.
- 2. Staff members on sabbatical leave may hold other remunerative positions with the approval of the administration and the Board.

G. Returning From Leave

Staff members shall be returned to formerly held positions where practical.

H. Other Conditions of Leave

Staff members accepting a sabbatical leave shall understand they are to guarantee at least three (3) years of subsequent service immediately following the sabbatical to the District. The salary advanced by the District during the year of sabbatical leave shall be considered to be a three (3) year interest free loan. Said loan shall be canceled after the three (3) year's subsequent service to the District. Repayment of the above loan shall be on a prorated basis if the three (3) years of subsequent service are not filled.

Article 12 Leave: Unpaid

- A. A teacher may be granted a leave of absence without pay for any justifiable reason including leave for religious holidays in order to maintain a tenet of faith. All unpaid leaves shall be granted at the sole discretion of the District except Oregon Family Leave Act (OFLA), the federal Family and Medical Leave Act (FMLA), Paid Leave Oregon (PLO) or other legally provided leaves.
- B. Teachers shall be eligible for a leave of absence without pay after three (3) years of teaching service to the District. Under extenuating circumstances, the superintendent may waive the three (3) year requirement.
- C. Requests for unpaid leaves of a duration greater than ninety (90) days must be filed in the District Office three (3) months before the leave begins. The superintendent may grant exceptions to this requirement. Requests for leave under part C of this article must be presented to the Board for approval.
- D. Medical leave shall not be paid during any non FMLA/OFLA/PLO unpaid leave of absence.
- E. No district remuneration shall be granted for a leave of absence under this article. A full year's leave of absence shall not for any reason count for a year's experience on the salary schedule, unless a teacher has been called to military service.
- F. Salary deductions for unpaid leaves shall be made at the rate of 1/190 of a teacher's base salary per day of unpaid leave.
- G. A teacher on unpaid leave shall:
 - 1. Notify the district in writing by February 15 of their intent to return the following school year.
 - 2. Retain all benefits accrued in the District prior to leave.
 - 3. Continue to be listed in the Public Employees Retirement System.
- H. All extensions or renewals of unpaid leaves greater than ninety (90) days not covered under the Family Leave Acts (OFLA and FMLA) shall be applied for by the grantee in writing and presented to the Board for approval.
- I. Upon return from a full school year's leave, a teacher shall be offered a position for which they are licensed. Granting this leave does not guarantee return to the same school or grade level. However, the returning teacher shall retain first right of refusal for the vacated position if such position exists.
- J. Teachers on unpaid leave may continue district insurance subject to the carrier's approval

- so long as the teacher pays the monthly premium.
- K. Teachers who choose to work in a charter school shall be granted an unpaid leave of absence as per ORS 338.135(3).

Article 13 Maintenance of Classroom Control and Discipline

A. At the request of the Council or administration, the K-12 Code of Conduct, or portions of the K-12 Code of Conduct shall be reviewed by a committee appropriate to the task. The committee shall be jointly determined by DEA leadership and the superintendent or designee. The initial meeting of the committee shall be within twenty (20) working days of the request. The committee shall establish a time line for its work. Any recommended changes in the K-12 Code of Conduct shall be presented to the Board for its consideration. If the recommended changes are rejected, they shall be returned to the committee for reconsideration. The committee may resubmit any recommended changes to the Board which may accept or reject them. The Board's decision is final and binding upon the parties.

At the request of the Council or administration, building level discipline procedures may be reviewed.

- B. A copy of the Dallas School District K-12 Code of Conduct shall be available on the web or in print if requested. The availability of the plan shall be described to each teacher at the start of the school year.
- C. If a student's behavior represents a threat to any teacher, other adults, himself or herself, or other student's safety, the teacher may send the student to a predesignated area for a reset period. This reset period shall encompass the following practices:
 - Builds relationships.
 - Focuses initially on mediation and agreement.
 - Utilizes a building or student specific reset plan that utilizes teacher, administrative and support staff input, or utilizes the student's Behavior Support Plan as developed by the IEP or building team.
 - Parent notification.
 - The return to the classroom following the building or student specific reset plan with a re-entry meeting as outlined in the Tier III reset plan.
- D. In the exercise of authority to maintain order and discipline, a teacher's judgment in administering building and/or district discipline policy may be subject to review by the district and the Council.
- E. If any teacher is assigned to teach or supervise a student with a record known by the District to include violent behavior, sexually aggressive youth (SAY), or mental disturbance, the District shall work to receive information from appropriate agencies and make all known information it possesses available to the teacher as soon as possible.
- F. The teacher shall have the right to discuss with administration the number of students identified in "E" above placed in any one class/classroom.
- G. The District shall report immediately to the police any known assault on a teacher or a realistic threat of physical harm by a student or parent/guardian.

H. The district shall report to any teacher a threat of violence directed toward that teacher as soon as possible. The district shall make available to any affected teacher(s) the results of a Level 1 or Level 2 threat assessment.

Please refer to Policy JO/IGBAB and Administrative Rule JO/IGBAB-AR, Education Records/Records of Students with Disabilities, for release of information covered under student records law.

Article 14 Miscellaneous Provisions

A. Alteration of Duties

Whenever job descriptions are altered, the changes in such descriptions shall be reviewed with the affected teacher(s).

B. Savings Clause

If any provision of this agreement is held to be invalid by operations of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by any tribunal, the remainder of the agreement shall not be affected thereby, and upon request of either the Board or the Council, the parties shall enter into negotiations for a mutually satisfactory replacement for such provision pursuant to ORS 243.702.

C. Compliance Between Individual and Master Agreement

Any individual contract between the Board and an individual teacher shall be subject to and consistent with the terms of this agreement.

Article 15 Negotiations Procedure

- A. Not later than December 15 of the contract year in which this agreement expires, either the District or the Council may serve written notice of its intent to reopen negotiations for a successor agreement. The parties shall meet by February 1 and begin the negotiations procedure. Any agreement so negotiated shall be reduced to writing and signed by the District and the Council.
- B. This agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.
- C. In the event this agreement has not been renewed, modified or extended by the date on which it would have otherwise terminated, status quo conditions shall continue in effect until either side gives the other ten (10) calendar days written notice terminating such agreement.

Pursuant to ORS 243.712, step increments or merit increases shall not be granted in any status quo period except by mutual agreement of the parties.

Article 16 Nondiscrimination

The Council and the District agree that they shall not discriminate against any teacher covered by this agreement because of age, race, color, religion, gender, national origin, marital status, disability, sexual orientation, membership or nonmembership in the Council.

Inasmuch as there are other means available to an individual to seek relief from a complaint based on any of these issues, the final level of appeal through the grievances procedure, article, shall be with the Board at Level III.

Article 17 Nonteaching Duties

A. The District and Council agree that a teacher's primary responsibility is to teach and that their energies should, to the greatest extent possible, be utilized to this end. Therefore, nonteaching responsibilities such as supervision of cafeteria, halls, sidewalks, and bus loading or unloading areas, and/or playground duty shall be kept at a minimum level.

B. Pupil Transportation

Teachers shall not be required to use their own vehicles to transport students, but may do so voluntarily with advance approval of parents and the building administrator or designee. Notwithstanding the above, the District may require qualified teachers to transport students in district-owned vehicles. Teachers who do use their own vehicles to transport students shall be reimbursed at the current IRS business rate.

Article 18 Personal and Academic Freedom

- A. The personal life of a teacher shall not be a concern of the District unless the off-duty conduct causes a failure of the teacher to perform the job responsibilities or if the off-duty conduct clearly affects the employment relationship. Teachers shall adhere to the Standards for Competent and Ethical Performance of Oregon Educators as specified in Oregon Administrative Rules.
- B. The District shall not deny any teacher the right of free speech and the right of association as provided by the Constitution of the United States. Should there be an alleged violation of this section by an individual teacher, such teacher shall elect to pursue such a complaint by means of a grievance under the Grievance Procedure Article, or by means of some other legal forum outside of contract arbitration. If the contract grievance procedure is elected and a separate legal proceeding is then, or later, filed, all contract grievance procedure steps shall become inapplicable and any decision rendered at any and all steps (including arbitration) shall be deemed null and void and unenforceable.
- C. Textbooks shall be recommended to the board by committees of involved teachers. Teachers serving on textbook committees may be provided with scheduled release time for this purpose.
- D. Teachers shall have freedom to teach and use materials within the parameters of adopted board policy, adopted course outlines, scope and sequence documents, district program and curriculum guidelines, and state standards.

Article 19 Personnel Files

- A. At the request of the teacher, the personnel file, including those personnel records which are used or have been used to determine the teacher's qualification for employment, termination, or other disciplinary action shall be made available for inspection at a central location as per Dallas School District policy. The teacher may be accompanied by a representative. The teacher shall have the right to attach a statement to any material placed in the personnel file. Teachers shall not have the right, however, to view confidential letters of reference received by the District prior to the teacher being hired.
- B. There shall be only one official personnel file and such shall be maintained in a central location by the District. Supervisors of teachers may establish and maintain a separate file for a teacher for supplementary information purposes. These working files are not the official personnel file.
- C. A teacher may request a review of their file with the superintendent to determine if questionable material should be removed from the file. Any material so removed or any reference to such material shall be destroyed. However, the decision to remove any material shall be at the discretion of the superintendent.
 - "All charges resulting in disciplinary action shall be considered a permanent part of a teacher's personnel file and shall not be removed for any reason. A teacher shall have the right to attach the teacher's response, or other relevant documents, to any document included under this subsection." ORS 342.850(7)
- D. No evaluation, disciplinary action (i.e., warning, reprimand, or suspension), or parental comment(s) shall be placed in a teacher's personnel file unless it bears the signature of the teacher. The signature does not indicate agreement with the contents, it merely acknowledges having seen the information. Refusal to sign in no way alters the District's right to place material in the teacher's file. A copy shall be provided within five (5) working days of its preparation.
- E. Material or evidence not previously recorded in the teachers' personnel file and/or not made available to the teacher shall not be used by the District when considering demotion, discipline, or other involuntary change in employment status.
- F. Access to a teacher's personnel file shall be restricted in accordance with Board policy.

Article 20 Professional Development and Educational Improvement

Payment of Incurred Expenses

- A. The District shall pay the full cost of tuition and laboratory fees incurred by an individual teacher in connection with any courses or other such sessions which a teacher has been requested, or required, in writing, to take by the administration or is expected to take as a result of an assignment or re-assignment.
- B. In addition, the District shall allocate the following amounts during the life of this contract for teacher professional development:

Annually	1st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter
\$40,000	\$20,000	\$7,500	\$7,500	\$5,000

Use of this money is on a first-come, first-served prorated quarterly basis annually, based on the date of application. Funds not expended in any one quarter shall carry over into the following quarter. Reimbursement shall be made when the evidence of successful completion of an approved course or conference attendance is submitted to the district office. At the teacher's request, the District shall provide up to three (3) hours of tuition and/or conference registration reimbursement on an annual basis using current graduate hourly rates charged by Western Oregon University.

As a part of the annual allocation, individuals or teams may apply for funding up to \$1000 to cover a variety of costs including substitutes, materials, and stipend incentives for creating and leading the professional learning. The purpose of these funds is to encourage and support creative, in-district, teacher-led professional learning in professional practice, professional responsibilities, and student learning.

Allocated funds not expended in any one fiscal year shall carry over into the following fiscal year up to a total of \$45,000. These reserve funds shall be used, to the extent possible, to cover reimbursements exceeding the annual \$40,000 allocation in the 4th quarter.

- C. All courses or conference registrations that are to be considered for reimbursement shall be submitted for approval on the proper form prior to enrollment in the course or attendance at the conference and must be approved by the building administrator or designee and the superintendent for reimbursement.
- D. Teachers may request vouchers from the District pool to be used for tuition assistance (see Staff Handbook).
- E. All requests for course reimbursements must be made no later than thirty (30) days after receipt of the evidence of successful course completion or by June 1st, which ever date is earliest.
- F. If it is projected that at the end of the 4th quarter there will be additional funds, the remaining dollars will be evenly disbursed among any teachers who have submitted an additional request for reimbursement up to an additional three (3) hours of tuition as defined in B. The additional request and the appropriate documentation of course completion must be submitted by June 1.

Article 21 Reduction in Force: Lavoff/Recall

- A. The procedure for reduction in force resulting from the District's lack of funds to continue its educational program at its anticipated level or resulting from the district's elimination or adjustment of classes due to administrative decision shall be as provided in this section. However, nothing in this section is intended to interfere with the right of a fair dismissal district to discharge, remove or fail to renew the contract of a probationary teacher pursuant to ORS 342.835.
- B. When the District determines a reduction in force is necessary, the Board shall notify the Council. Such notice will include the reasons for the proposed action and the school year or portion of school year to be effected by the reduction in force. The superintendent, or designee, will notify affected teacher as soon as practical, but in no case less than twenty (20) working days prior to the layoff date. The District shall accept suggestions from the Council concerning matters related to recommended reduction in force. Affected teachers maintain rights to waive all or a portion of the twenty (20) day notification. Provisions of HB 2001 will be adhered to.
- C. The District shall make every reasonable effort to:
 - 1. Transfer teachers of courses scheduled for discontinuation to other teaching positions for which they are qualified. Teachers transferred under this section have the right to their same or similar position for a period of three years beginning with the first working date of their new assignment. Teachers wishing to return to their same or similar position must notify the District Office annually on or before February 15.
 - 2. Combine teaching positions in a manner which allows teachers to remain qualified, so long as the combined positions meet the curriculum needs of the district and competence as defined in this article.
- D. In determining teachers to be retained when a district reduces its staff under this section, the district shall:
 - 1. Determine seniority of teachers to be retained, calculated from the first day of actual service as teachers with the school district inclusive of approved leaves of absence.
 - 2. Determine whether teachers to be retained hold proper licenses at the time of layoff to fill the remaining positions.
 - 3. Further transfer teachers and combine positions according to section C of this article.
 - 4. Layoff teachers according to seniority.

- 5. Ties shall be broken by drawing lots.
- 6. In the event the district desires to retain a teacher with less seniority than a teacher being released under this section, the district shall determine that the teacher being retained has more competence than the teacher with more seniority that is being released.
- 7. As used in this article, "competence" means the ability to teach a subject or grade level based on recent teaching experience related to that subject or grade level within the last five years, or educational attainments, or both, but not based solely on being licensed to teach. Grade levels shall be defined as any grades K-6, 4-8 and/or 7-12. The district may consider a teacher's willingness to undergo additional training or pursue additional education in deciding upon questions of competence.
- E. Teachers laid off under the terms of this article, will have right to recall for twenty-seven (27) months following the employee's layoff date.
 - 1. At the time of layoff, the District shall provide for laid off teachers to express in writing a desire to return to employment with the District. The District shall receive from the teacher and retain on record the teacher's address, phone number, and email address for recall notification. The teacher shall be responsible for notifying the District of any changes while on recall.
 - 2. The District retains the right to determine positions for recall. The recall of laid off teachers shall be in reverse order of seniority, subject to licensure, regardless of date of layoff. If there is more than one (1) teacher on the recall list with the same seniority and licensure required for a position, the tie will be broken by drawing lots.
 - 3. In a recall, the District shall notify the teacher desiring to return by certified mail, return receipt, sent to the teacher's last address on record. The teacher shall have ten (10) calendar days from the date of mailing to notify the District of intent to return. If the District is able to contact the teacher by phone or email, notification may take place through one or both of those processes.
 - i. If the teacher accepts the position, the District shall provide fourteen (14) calendar days before the teacher must report for duty. The teacher and District may mutually agree on a shorter time period. Notwithstanding other provisions of this Article, teachers who accept employment with another school district shall be granted the amount of time necessary, but not to exceed sixty (60) calendar days, to be released from that employment before beginning the recall position.

- ii. If a teacher refuses the recall position, the teacher shall retain their position on the recall list for the remainder of the twenty-seven (27) months.
- 4. If the teacher accepts a position of lesser FTE, the District shall offer additional FTE to this teacher as it becomes available prior to recalling another teacher.
- 5. No new teacher shall be hired until each teacher on the recall list deemed qualified by the District has had an opportunity to accept or refuse the position.
- 6. All benefits to which other teachers are entitled at the time the teacher is recalled shall be provided to the teacher upon the teacher's return to active employment. The recalled teacher's unused accumulated sick leave shall be restored and said teacher shall be placed on the proper step of the salary schedule for the teacher's current position according to the teacher's experience and education. A teacher shall not receive increment credit for the time spent on layoff nor shall such time count toward the fulfillment of time requirements for acquiring permanent status. However, a probationary teacher who is recalled shall have years taught for the district counted as if the employment had been continuous for purposes of obtaining contract teacher status. Teacher benefits do not accrue during the time of layoff.
- 7. Insurance benefits shall be governed by the Compensation: Fringe Benefits Article. Teachers covered by this Article shall have the option to continue insurance programs at their own expense, subject to the approval of the insurance carrier.
- 8. When practical, all teachers subject to recall will be given consideration for substitution. Such will not affect the employee's recall rights.
- F. As used in this article, "qualified" means the measurement of the teacher's ability to teach particular grade levels or subject matter based on licensure and current federal or state regulations.
- G. When a decision for layoff and/or recall must be determined by drawing lots, drawing will be conducted as follows:
 - 1. One District administrator and one Dallas Education Association officer will be present at all drawings.
 - 2. The affected employees may choose whether or not they would like to be present at the drawing.
 - 3. All employees will have their names written on a uniform sized card to be placed in a covered container and mixed. A District administrator will draw one card for each position.

H. Any appeal from the Board's decision on layoff or recall pursuant to this article shall be by means of a grievance filed pursuant to Article 9 Grievance. The decision of the arbitrator shall be subject to the rules of the Employment Relations Board and shall be final and binding on the parties.

Article 22 School Improvement

The District and the Council will discuss proposed and existing school improvement efforts and the Council will participate in discussions with the Board on school improvement efforts.

The collective bargaining agreement shall remain in effect and shall have full application to the teachers who may be affected by a site-based decision-making program unless specific provisions are waived by written agreement between the District and the Council.

Article 23 Teacher Assignments

- A. Assignment is defined as building, grade level, subject and/or specialty. Whenever a new teacher is hired or a teacher returns from leave, notice of employment shall be accompanied by notice of tentative assignment.
- B. Whenever it is determined that there shall be a change in a teacher's assignment(s) during the standard teacher day, the teacher shall be provided notice of the anticipated change as soon as possible and an opportunity to confer with the appropriate building administrator or designee.
- C. When a teacher's assignment is significantly changed administratively, such as: subject area or grade level not taught within the past three (3) years, changes in building or primary room assignment, the teacher and the building administrator or designee will meet to determine an appropriate level of support for the change. This could include: assistance in the move of supplies, equipment, furniture and/or personal items, release time, inservice assistance, or extra compensation.
- D. Schedules of teachers who are assigned to more than one (1) building shall be arranged to provide for educational program needs with a minimum amount of inter-school travel.

 Mileage between schools will be reimbursed and travel time will not be considered as part of teaching preparation time.
- E. Teachers shall be notified of their tentative standard teacher day assignment(s) prior to the end of the school year. It is understood that changes may need to be made during the summer months. Teachers shall be notified as soon as possible when a change is necessary.

Article 24 Teacher Work Year

- A. The School year calendar for licensed staff shall be officially adopted by the School Board.
 - 1. There shall be a maximum of one hundred ninety (190) contract days.
 - 2. Contractual days shall include four (4) paid holidays: Labor Day, Veterans' Day, Thanksgiving Day and Memorial Day.
 - 3. Winter break shall be no less than fourteen (14) continuous calendar days.
 - 4. A minimum of one and one-half (1½) days for planning and room preparation shall be scheduled during the back-to-school inservice week in not less than one-half (½) day blocks. The District may schedule more time at its discretion. District inservice days (not including back-to-school inservice week) will be collaboratively planned by district and the building administrator or designee as well as district and building-level leadership teams.
 - 5. There shall be at least four (4) assessment days per year. These assessment days will not include any mandatory meetings called by district or building administrators, or district-level leadership teams.
 - 6. District Planning day(s) are teacher-driven and to be used for team planning activities.
 - 7. Statewide inservice day shall be a paid contract day for professional development.
 - 8. There shall be a maximum of one hundred eighty (180) classroom student contact days including conference days.
- B. The proposed calendar shall be referred to the Council and its members for review and recommendation prior to adoption by the Board.

Article 25 Teacher - Administrator Liaison

A. Building Liaison Committees

The building licensed staff may elect a liaison committee for each school building. The liaison committee shall meet with the building administrator during the school year at the request of either party to discuss individual school problems and practices and to recommend the revision or development of building policies.

B. District Liaison Committee

A District Liaison committee shall meet with the superintendent at written request of either party during the school year to review and discuss current school problems and practices and the administration of this agreement.

C. Monthly Meetings

DEA leadership, the superintendent and any invited guests, shall meet regularly as scheduled by either party to discuss topics brought by either party.

Article 26 Teaching Conditions

A. Teaching Materials, Equipment and Supplies

The District shall receive and consider recommendations by teachers when determining budget items on teaching materials, equipment, supplies, and instructional program aids. The District provides and maintains board adopted curriculum materials. The District shall maintain district-purchased instructional equipment.

The District understands the need for teachers to have adequate and consistent access to functional teaching equipment including but not limited to, computers, printers, Wi-Fi, internet, student devices, and presentation size flat screens or projectors. When access to this teaching equipment is hindered beyond an occasional occurrence or brief disruption, and upon an Association request to meet concerning this, the District and Association will meet to discuss possible solutions.

The Dallas School District Technology Advisory Committee (TAC) will provide strategic advice and recommendations on technology-related matters to support the school district's goals, enhance decision-making, and drive innovation. There will be licensed representation on the TAC from each building. TAC meetings will be scheduled monthly during the school year and as needed when a timely response is required.

During the budget process the TAC and/or Association leadership will suggest ways to meet the financial demands of items covered by this article.

B. Pupil Progress Reports

The licensed teacher shall be responsible for pupil progress reports and other evaluations, as directed by the superintendent. No grade or evaluation shall be changed without consultation with the teacher. The building administrator shall make the final decision in those instances where the teacher is unavailable for consultation. If a grade is changed without consulting the teacher, a notation shall be made on the student's record to that effect.

C. School Closures

- 1. Teacher attendance shall not be required whenever student attendance is not required due to inclement weather or other similar unforeseen circumstances beyond the control of the Board. Teachers pay shall not be docked for days missed; provided, however, such days may be made up at the option of the Board to incorporate the total number of teaching days without additional compensation.
- 2. If the District closes schools because of its lack of operating funds, as determined by the Board of Directors, no member of the bargaining unit shall be entitled to any salary and salary-based fringe benefits while the schools are closed. Insurance will continue to be paid according to Article 2, Compensation: Fringe Benefits.

In the spirit of collaboration, the Council and the District agree that: in the event the superintendent is prepared to recommend to the board closing schools in a current year to prevent additional reductions in a future year, the superintendent will notify the Council via a face-to-face meeting with the president or president designee and the bargaining chair a minimum of one week prior to the board meeting at which the recommendation will be made. After the Council is notified, both sides will meet in person to discuss potential issues. Both sides agree to meet as long as necessary during that time prior to the board meeting in an attempt to reach consensus on those issues.

D. Safety

The District shall provide each employee with a safe work place which is free from recognized hazards or conditions which present a substantial risk of serious illness or bodily injury. The District encourages teachers to report any unsafe working conditions to the building administrator or designee. If the building administrator or designee is unable or unwilling to affect remedy of the situation, the teacher is encouraged to report the condition to the Safety Committee. If no action is forthcoming, the teacher is encouraged to report the matter to the superintendent followed by the School Board if no action is taken.

E. Substitute Teachers

The district shall provide access to (and training on) an absence management system for all teachers.

Teachers shall have the opportunity to select their own substitute available through the absence management system for any approved absence.

An absence of less than ½ day must be approved through the building office.

The building administration shall bear responsibility for providing sub coverage for any absence that is entered in a timely manner and remains unfilled through the absence management system.

Article 27 Teaching Hours and Teaching Load

A. Teacher Day

- 1. The standard day shall be eight (8) hours including the thirty (30) minutes duty-free lunch period. The starting and dismissal times, which may vary from school-to-school, shall be determined by the superintendent. The teachers' pupil contact day shall be defined as a range of six (6) hours and ten (10) minutes to seven (7) hours. Teachers shall be in the building a minimum of one-half (½) hour before school starts and remain in the building a minimum of one-half (½) hour after school is dismissed. The period before and after school is not duty free and is not scheduled at the sole discretion of building administration.
- 2. Teachers shall remain in their building as assigned until the end of the regular teacher day unless otherwise arranged. Teachers are encouraged to remain outside the regular work day for student conferences and consultations with parents when scheduled directly with the teacher. Teachers may leave at the close of the pupils' day on days preceding holidays, vacations and on Fridays. It is understood that the District shall continue to have the need to use a minimal number of staff for after school supervision. It is also understood when an inservice day lands on a Friday early dismissal does not apply. This section is intended to provide some relief for attending meetings as described in section 3 and 4.
- 3. Teachers shall attend building level, district level, and department level staff meetings when and as required by a building administrator or district administrator. Liaison committees may recommend the frequency and agenda for these meetings.
- 4. Teachers shall attend IEP and 504 meetings when and as required by a building administrator or district administrator. Liaison committees and building administration shall collaborate to discuss the frequency and timing for these meetings. An effort shall be made to schedule IEP and 504 meetings to meet the needs of the classroom and special education teachers.
- 5. Meetings cannot be scheduled during after school hours that are designated as prep time in the K-3 buildings.
- 6. Duties and responsibilities of teachers involving student supervision are explained at the beginning of each school year. A copy of the Student Handbook shall be available.
- 7. Teachers are not required to volunteer for building and/or district committee assignments. The standard work day will be adjusted at the building level by the building administrator or designee to offset the time for teachers who attend committee meetings outside of the standard contract day.

B. Preparation Time

1. Grades K-5 Preparation Time

The District shall provide each regular, full-time teacher (Grades K-5), 225 to 250 minutes of preparation time per five (5) day work week. Such preparation time shall be free of other duties and/or responsibilities. One hundred fifty (150) minutes of that time shall occur during the student contact day in a minimum of thirty (30) minute increments. Grade 1-3 teachers shall receive thirty (30) minutes of uninterrupted preparation time during the last thirty (30) minutes of three standard work days during a five (5) day work week.

2. Elementary Specialists

The District shall provide each regular full-time elementary specialist with 225 – 250 minutes of preparation time per five (5) day work week. Such preparation time shall be free of other duties and/or responsibilities and shall occur during the student contact day except in the case of the K-3 buildings where preparation time will occur during the last thirty (30) minutes of the day three days per week. Preparation time can be negotiated in blocks and scheduled with the building administrator or designee. It shall be on a master schedule and cannot be scheduled in less than thirty (30) minute increments.

3. Substitute teachers shall be hired when elementary specialists are absent.

4. Secondary (Grades 6-12) Preparation Time

The district shall provide each regular, full-time secondary classroom teacher, including specialists, 250 minutes of preparation time per five (5) day work week or the equivalent of one (1) class period. Such preparation time shall be scheduled during the student contact day by the administration and free of other duties and/or responsibilities.

5. Secondary Specialists (Grades 6-12) Preparation Time

The district shall provide each regular full-time secondary specialist with 250 minutes of preparation time per five-day work week. Such preparation time shall be free of other duties and/or responsibilities and shall occur during the student contact day. Preparation time can be negotiated in blocks and scheduled flexibly with the building administrator or designee.

6. Morrison Preparation Time

The district shall provide each regular full-time Morrison teacher with 250 minutes of preparation time per five-day work week. Such preparation time shall be free of other duties and/or responsibilities and shall occur outside the student contact day.

7. Special Programs Preparation Time

Teachers in special programs such as PADTC and Daily Living Skills will review their preparation time annually with their administrator. Teachers in these programs will receive 250 minutes of preparation time per five-day work week.

8. Half-time Education Teacher Preparation Time

Half-time or more teachers shall have pro-rated preparation time at the ratio that their part-time schedule has to a 1.0 FTE.

- 9. The building liaison committees will annually discuss prep time discrepancies.
- 10. The teacher shall have the right to discuss prep time issues with their building administrator or designee and/or liaison committee.

C. Duty-Free Lunch

The normal work day shall include a minimum one-half (½) hour duty-free lunch period in the middle of the workday. Teachers may leave the building without requesting permission, but should keep the building administrator or designee informed of absence.

D. Class Loads

The Council shall have the right to make recommendations concerning the subject of class loads through the building administrator or directly to the superintendent. The Council may utilize the grievance procedure through Level Three, the Board, to appeal a class load that the teacher or Council believes to be excessive. Upon request, the District shall report to the Council, the number of students in each class.

Article 28 Transfers and Openings

A. Openings

- 1. A vacancy is a licensed assignment created when a current staff member leaves or when the district creates a new licensed assignment. Licensed staff filling a temporary assignment may be moved to a same or similar probationary position by the district. An opening is an available position for which applications are taken inside and outside the District. Prior to the district filling a vacancy, a notice will be sent via email to the all licensed group soliciting interest in the vacancy. Staff will have 72 hours, excluding weekends and holidays, to respond. Interest in a vacancy does not guarantee an interview and/or placement. Notice of openings for bargaining unit positions which occur during the school year shall be posted in all school buildings. Openings will be sent to the All Licensed email group anytime they occur.
- 2. Teachers in the District, who are interested in filling an opening, shall follow the procedures in the posting. Those teachers, if available, shall be interviewed.
- 3. An e-mail will be sent to the *All Licensed* group stating an opening has been announced whenever teaching or specialist's positions are opened.
- 4. Language in this section is applicable during the school year at any time other than a change of assignment due to a semester schedule change.

B. Voluntary Transfers

- 1. Transfer shall be defined as a change in assignment. Any teacher desiring a transfer to another building, or a change of grade or subject assignment, shall submit a request in writing to the District Office on or before February 15 for the following school year. All requests will be considered equally, not on the basis of date received. Requests for transfer must be renewed annually. Requests for voluntary transfers do not guarantee an interview and/or placement.
- 2. Any teacher denied a requested transfer to a vacancy shall be notified by letter of why the transfer was not approved.

C. Administrative Transfer

- 1. The District reserves the right to make administrative transfers. If an administrative transfer is pending, the District shall meet privately with the affected teacher(s) and submit written rationale for the transfer within a reasonable period of time following the determination that the action is to occur.
- 2. If the teacher objects to the transfer, other alternatives shall be considered, and provided in writing, but the decision of the superintendent shall be final and binding.
- 3. When making transfers, the superintendent, whenever practical, shall take into consideration the seniority, training, experience, specific achievements, service to the

District, wishes of the teacher, and the needs of the District.

- 4. Teachers transferred under this section have the right to their same or similar open position for a period of three years beginning with the first working date of their new assignment. Teachers wishing to return to their same or similar position must notify the District Office annually on or before February 15.
- 5. Language in this section is applicable anytime a staff member is relocated to another building.

Execution/Signatures

Executed by the undersigned officers by the authority of and on behalf of the Dallas School District No. 2 Board of Directors and the Mid-Valley Bargaining Council.

Date
Date
Date
Date
Date

DALLAS SCHOOL DISTRICT NO. 2 2023 - 2024

	1	2	3	4	5		6
				MA or	BA + 93	I	BA + 117
Step	BA	BA + 24	BA + 45	BA + 69	MA + 24		MA + 45
1	\$ 43,796						
2	\$ 45,723	\$ 47,650	\$ 49,577	\$ 51,509	\$ 53,436	\$	55,362
3	\$ 47,650	\$ 49,577	\$ 51,509	\$ 53,436	\$ 55,362	\$	57,291
4	\$ 49,577	\$ 51,509	\$ 53,436	\$ 55,362	\$ 57,291	\$	59,220
5	\$ 51,509	\$ 53,436	\$ 55,362	\$ 57,291	\$ 59,220	\$	61,148
6	\$ 53,436	\$ 55,362	\$ 57,291	\$ 59,220	\$ 61,148	\$	63,076
7	\$ 55,362	\$ 57,291	\$ 59,220	\$ 61,148	\$ 63,076	\$	65,003
8	\$ 57,291	\$ 59,220	\$ 61,148	\$ 63,076	\$ 65,003	\$	66,932
9	\$ 59,220	\$ 61,148	\$ 63,076	\$ 65,003	\$ 66,932	\$	68,862
10	\$ 61,148	\$ 63,076	\$ 65,003	\$ 66,932	\$ 68,862	\$	70,789
11	\$ 63,076	\$ 65,003	\$ 66,932	\$ 68,862	\$ 70,789	\$	72,717
12	\$ 65,003	\$ 66,932	\$ 68,862	\$ 70,789	\$ 72,717	\$	74,645
13	\$ 66,932	\$ 68,862	\$ 70,789	\$ 72,717	\$ 74,645	\$	76,574
14		\$ 70,789	\$ 72,717	\$ 74,645	\$ 76,574	\$	78,503
15			\$ 74,645	\$ 76,574	\$ 78,503	\$	80,430
16				\$ 78,503	\$ 80,430	\$	82,359
17				\$ 80,430	\$ 82,359	\$	84,286
18				\$ 82,359	\$ 84,286	\$	86,216
19				\$ 84,286	\$ 86,216	\$	88,145
20						\$	90,072

Movement across the salary schedule is based on quarter hour college credit.

This schedule and increment movement, for those eligible, is effective September 1, 2023.

Payroll payments are made on the 25th of each month.

Insurance Cap will be \$1,425 per month.

*Step 1 Range 1 will be used to calculate long term substitute rate of pay and extra duty Contracts. All new licensed teachers with no prior teaching experience will start at Step 2.

Dallas School District 2023 - 2024

Extra Duty Schedule

\$43,796 Range 1, Step 1 See Article 1 Compensation: Extra Duty for Details

Athletics and Activities

Ext. PERS % Pay Season Hours Level 8% 200 14.0% Group 1 \$6,131 \$491 **HS Head Coach Team Sport** \$6,570 \$526 Baseball \$7,008 \$561 Basketball Boys & Girls Football Soccer Boys & Girls Softball Volleyball Wrestling¹ 180 12.5% Group 2 \$5,475 \$438 \$5.913 \$473 HS Head Coach Individual Sport Cross Country \$6,350 \$508 Golf Sw imming Tennis Boys & Girls Track HS Head Drama (Per Production) Group 3 \$4,818 \$386 160 11.0% HS Assistant Coach Team Sport \$5,255 \$421 \$5,693 \$456 Conditioning Coach 140 9.5% Group 4 \$4,161 \$333 HS Assistant Coach Individual Sport \$4,598 \$368 HS Drama Assistant (per production \$5,036 \$403 Musical Choreographer Drama Musical Director Set Design Theatre Manager Cheerleading Coach (per season) Dance Coach (per season) HS Band Director² HS Vocal Music Director 2 120 8.0% Group 5 \$3,503 NA MS Head Coach \$3,942 \$4,380 Basketball Boys & Girls Cross Country Football Soccer Softball & Baseball Track Volleyball Wrestling Group 6 \$2,849 NA 100 6.5% \$3,287 MS Assistant Coach \$3,726 MS Head Drama (per production) Intramural Coach HS Assistant Coach (per season)

Educational Leadership

PERS			Tier	Ext.
Hours	%		Pay	Season
riours			Level	3%
110	7.0%	Group 7	\$3,066	\$92
		HS Club Advisors	\$3,503	\$105
		Catering	\$3,942	\$119
		DECA		
		Equestrian		
		FFA: Leadership		
		FFA: Technical Skills		
		Hi-Q		
		HOSA		
		NHS		
		Robotics		
		Speech/Debate		
		Thespians		
		PLC Team / Department Leader		
		HS Activity Director		
		HS Band Director 2		
		HS Vocal Music Director 2		
95	6.0%	Group 8 HS Club Assistant Advisor HS Newspaper HS Yearbook HS FFA Technical Skills HS FFA Leaders hip MS Club Advisors 8th Grade DC Trip Art Conservation	\$2,628 \$3,066 \$3,503	NA
95	6.0%	HS Club Assistant Advisor HS Newspaper HS Yearbook HS FFA Technical Skills HS FFA Leadership MS Club Advisors 8th Grade DC Trip Art Conservation Drama	\$3,066	NA
95		HS Club Assistant Advisor HS Newspaper HS Yearbook HS FFA Technical Skills HS FFA Leadership MS Club Advisors 8th Grade DC Trip Art Conservation Drama MS Yearbook	\$3,066	NA
95	6.0%	HS Club Assistant Advisor HS Newspaper HS Yearbook HS FFA Technical Skills HS FFA Leadership MS Club Advisors 8th Grade DC Trip Art Conservation Drama MS Yearbook Group 9	\$3,066	NA NA
		HS Club Assistant Advisor HS Newspaper HS Yearbook HS FFA Technical Skills HS FFA Leadership MS Club Advisors 8th Grade DC Trip Art Conservation Drama MS Yearbook	\$3,066 \$3,503	
		HS Club Assistant Advisor HS Newspaper HS Yearbook HS FFA Technical Skills HS FFA Leadership MS Club Advisors 8th Grade DC Trip Art Conservation Drama MS Yearbook Group 9	\$3,066 \$3,503	
		HS Club Assistant Advisor HS Newspaper HS Yearbook HS FFA Technical Skills HS FFA Leadership MS Club Advisors 8th Grade DC Trip Art Conservation Drama MS Yearbook Group 9 TAG Coordinators	\$3,066 \$3,503 \$2,190 \$2,628	

^{1 -} Wrestling: See Article 1 for explanation

Note: This list is not intended to be comprehensive and may be added to or revised as per Article 1.

Tier The 3 pay levels reflect experience status. The first pay Pay level is for years 1 -3, the second is for years 4-6, and the 3 Level (final) is for years 7 and beyond. See Article 1.D.1

See Article 1, A.3. and A.4

Italicized positions are not currenlty filled or paid.

Extended Contract Hourly Rate

\$41.61

^{2 -} HS Band and Vocal Music: See Article 1 for qualifications

DALLAS SCHOOL DISTRICT NO. 2 2024 - 2025

	1	2	3	4	5		6
				MA or	BA + 93	-	BA + 117
Step	BA	BA + 24	BA + 45	BA + 69	MA + 24		MA + 45
1	\$ 45,548						
2	\$ 47,552	\$ 49,556	\$ 51,560	\$ 53,569	\$ 55,573	\$	57,576
3	\$ 49,556	\$ 51,560	\$ 53,569	\$ 55,573	\$ 57,576	\$	59,583
4	\$ 51,560	\$ 53,569	\$ 55,573	\$ 57,576	\$ 59,583	\$	61,589
5	\$ 53,569	\$ 55,573	\$ 57,576	\$ 59,583	\$ 61,589	\$	63,594
6	\$ 55,573	\$ 57,576	\$ 59,583	\$ 61,589	\$ 63,594	\$	65,599
7	\$ 57,576	\$ 59,583	\$ 61,589	\$ 63,594	\$ 65,599	\$	67,604
8	\$ 59,583	\$ 61,589	\$ 63,594	\$ 65,599	\$ 67,604	\$	69,609
9	\$ 61,589	\$ 63,594	\$ 65,599	\$ 67,604	\$ 69,609	\$	71,616
10	\$ 63,594	\$ 65,599	\$ 67,604	\$ 69,609	\$ 71,616	\$	73,620
11	\$ 65,599	\$ 67,604	\$ 69,609	\$ 71,616	\$ 73,620	\$	75,626
12	\$ 67,604	\$ 69,609	\$ 71,616	\$ 73,620	\$ 75,626	\$	77,631
13	\$ 69,609	\$ 71,616	\$ 73,620	\$ 75,626	\$ 77,631	\$	79,637
14		\$ 73,620	\$ 75,626	\$ 77,631	\$ 79,637	\$	81,643
15			\$ 77,631	\$ 79,637	\$ 81,643	\$	83,647
16				\$ 81,643	\$ 83,647	\$	85,653
17				\$ 83,647	\$ 85,653	\$	87,657
18				\$ 85,653	\$ 87,657	\$	89,665
19				\$ 87,657	\$ 89,665	\$	91,671
20						\$	93,675

Movement across the salary schedule is based on quarter hour college credit.

This schedule and increment movement, for those eligible, is effective September 1, 2024.

Payroll payments are made on the 25th of each month.

Insurance Cap will be \$1,425 per month.

*Step 1 Range 1 will be used to calculate long term substitute rate of pay and extra duty Contracts. All new licensed teachers with no prior teaching experience will start at Step 2.

Dallas School District 2024 - 2025

Extra Duty Schedule

\$45,548 Range 1, Step 1 See Article 1 Compensation: Extra Duty for Details

Athletics and Activities

Educational Leadership

Pay Level	7 Season 8% 76 \$510 83 \$547 88 \$583 44 \$455 89 \$492 84 \$528 0 \$401 66 \$438 8 \$474
Hours %	8%
14.0% Group 1 \$6,376 \$6,833 \$7,288 Baseball Basketball Boys & Girls Football Soccer Boys & Girls Softball Volleyball Wrestling¹ \$6,604 \$6	76 \$510 13 \$547 18 \$583 14 \$455 19 \$492 14 \$528 10 \$401 16 \$438 17 \$346 2 \$383
HS Head Coach Team Sport Baseball Basketball Boys & Girls Football Soccer Boys & Girls Softball Volleyball Wrestling¹ 180 12.5% Group 2 HS Head Coach Individual Sport Cross Country Golf Sw imming Tennis Boys & Girls Track HS Head Drama (Per Production) 160 11.0% Group 3 HS Assistant Coach Team Sport Conditioning Coach 140 9.5% Group 4 HS Assistant Coach Individual Sport HS Drama Assistant (per production Costumer Musical Choreographer Drama Musical Director Set Design Theatre Manager	33 \$547 38 \$583 34 \$455 49 \$492 44 \$528 36 \$401 66 \$438 8 \$474
Baseball Basketball Boys & Girls Football Soccer Boys & Girls Softball Volleyball Wrestling¹ 180 12.5% Group 2 HS Head Coach Individual Sport Cross Country Golf Sw imming Tennis Boys & Girls Track HS Head Drama (Per Production) 160 11.0% Group 3 HS Assistant Coach Team Sport Conditioning Coach 140 9.5% Group 4 HS Assistant Coach Individual Sport HS Drama Assistant (per production Costumer Musical Choreographer Drama Musical Director Set Design Theatre Manager	38 \$583 34 \$455 34 \$455 34 \$492 34 \$528 34 \$474 37 \$346 2 \$383
Basketball Boys & Girls Football Soccer Boys & Girls Softball Volleyball Wrestling¹ 180 12.5% Group 2 HS Head Coach Individual Sport Cross Country Golf Sw imming Tennis Boys & Girls Track HS Head Drama (Per Production) 160 11.0% Group 3 HS Assistant Coach Team Sport Conditioning Coach 140 9.5% Group 4 HS Assistant Coach Individual Sport HS Drama Assistant (per production Costumer Musical Choreographer Drama Musical Director Set Design Theatre Manager	0 \$401 6 \$438 8 \$474 7 \$346 2 \$383
Football Soccer Boys & Girls Softball Volleyball Wrestling¹ 180 12.5% Group 2 HS Head Coach Individual Sport Cross Country Golf Sw imming Tennis Boys & Girls Track HS Head Drama (Per Production) 160 11.0% Group 3 HS Assistant Coach Team Sport Conditioning Coach 140 9.5% Group 4 HS Assistant Coach Individual Sport HS Drama Assistant (per production Costumer Musical Choreographer Drama Musical Director Set Design Theatre Manager	9 \$492 14 \$528 0 \$401 16 \$438 8 \$474 7 \$346 2 \$383
Football Soccer Boys & Girls Softball Volleyball Wrestling¹ 180 12.5% Group 2 HS Head Coach Individual Sport Cross Country Golf Sw imming Tennis Boys & Girls Track HS Head Drama (Per Production) 160 11.0% Group 3 HS Assistant Coach Team Sport Conditioning Coach 140 9.5% Group 4 HS Assistant Coach Individual Sport HS Drama Assistant (per production Costumer Musical Choreographer Drama Musical Director Set Design Theatre Manager	9 \$492 14 \$528 0 \$401 16 \$438 8 \$474 7 \$346 2 \$383
Soccer Boys & Girls Softball Volleyball Wrestling¹ 180 12.5% Group 2 HS Head Coach Individual Sport Cross Country Golf Sw imming Tennis Boys & Girls Track HS Head Drama (Per Production) 160 11.0% Group 3 HS Assistant Coach Team Sport Conditioning Coach 140 9.5% Group 4 HS Assistant Coach Individual Sport HS Drama Assistant (per production Costumer Musical Choreographer Drama Musical Director Set Design Theatre Manager	9 \$492 14 \$528 0 \$401 16 \$438 8 \$474 7 \$346 2 \$383
Softball Volleyball Wrestling¹ 180 12.5% Group 2 HS Head Coach Individual Sport Cross Country Golf Sw imming Tennis Boys & Girls Track HS Head Drama (Per Production) 160 11.0% Group 3 HS Assistant Coach Team Sport Conditioning Coach 140 9.5% Group 4 HS Assistant Coach Individual Sport HS Drama Assistant (per production Costumer Musical Choreographer Drama Musical Director Set Design Theatre Manager	9 \$492 14 \$528 0 \$401 16 \$438 8 \$474 7 \$346 2 \$383
Volleyball Wrestling¹ 180 12.5% Group 2 HS Head Coach Individual Sport Cross Country Golf Sw imming Tennis Boys & Girls Track HS Head Drama (Per Production) 160 11.0% Group 3 HS Assistant Coach Team Sport Conditioning Coach 140 9.5% Group 4 HS Assistant Coach Individual Sport HS Drama Assistant (per production Costumer Musical Choreographer Drama Musical Director Set Design Theatre Manager	9 \$492 14 \$528 0 \$401 16 \$438 8 \$474 7 \$346 2 \$383
Wrestling Wrestling Wrestling	9 \$492 14 \$528 0 \$401 16 \$438 8 \$474 7 \$346 2 \$383
180 12.5% Group 2 HS Head Coach Individual Sport Cross Country Golf Sw imming Tennis Boys & Girls Track HS Head Drama (Per Production) 160 11.0% Group 3 HS Assistant Coach Team Sport Conditioning Coach 140 9.5% Group 4 HS Assistant Coach Individual Sport HS Drama Assistant (per production Costumer Musical Choreographer Drama Musical Director Set Design Theatre Manager	9 \$492 14 \$528 0 \$401 16 \$438 8 \$474 7 \$346 2 \$383
HS Head Coach Individual Sport Cross Country Golf Sw imming Tennis Boys & Girls Track HS Head Drama (Per Production) 160 11.0% Group 3 HS Assistant Coach Team Sport Conditioning Coach 140 9.5% Group 4 HS Assistant Coach Individual Sport HS Drama Assistant (per production Costumer Musical Choreographer Drama Musical Director Set Design Theatre Manager	9 \$492 14 \$528 0 \$401 16 \$438 8 \$474 7 \$346 2 \$383
HS Head Coach Individual Sport Cross Country Golf Sw imming Tennis Boys & Girls Track HS Head Drama (Per Production) 160 11.0% Group 3 HS Assistant Coach Team Sport Conditioning Coach 140 9.5% Group 4 HS Assistant Coach Individual Sport HS Drama Assistant (per production Costumer Musical Choreographer Drama Musical Director Set Design Theatre Manager	9 \$492 14 \$528 0 \$401 16 \$438 8 \$474 7 \$346 2 \$383
Cross Country Golf Sw imming Tennis Boys & Girls Track HS Head Drama (Per Production) 160 11.0% Group 3 HS Assistant Coach Team Sport Conditioning Coach 140 9.5% Group 4 HS Assistant Coach Individual Sport HS Drama Assistant (per production Costumer Musical Choreographer Drama Musical Director Set Design Theatre Manager	0 \$401 6 \$438 8 \$474 7 \$346 2 \$383
Golf Sw imming Tennis Boys & Girls Track HS Head Drama (Per Production) 160 11.0% Group 3 HS Assistant Coach Team Sport Conditioning Coach 140 9.5% Group 4 HS Assistant Coach Individual Sport HS Drama Assistant (per production Costumer Musical Choreographer Drama Musical Director Set Design Theatre Manager	0 \$401 66 \$438 8 \$474 7 \$346 2 \$383
Swimming Tennis Boys & Girls Track HS Head Drama (Per Production) 160 11.0% Group 3 HS Assistant Coach Team Sport Conditioning Coach \$5,238 5 140 9.5% Group 4 HS Assistant Coach Individual Sport HS Drama Assistant (per production Costumer Musical Choreographer Drama Musical Director Set Design Theatre Manager	66 \$438 88 \$474 7 \$346 2 \$383
Tennis Boys & Girls Track HS Head Drama (Per Production) 160 11.0% Group 3 HS Assistant Coach Team Sport Conditioning Coach \$5,466 \$5,238 \$3 140 9.5% Group 4 HS Assistant Coach Individual Sport HS Drama Assistant (per production Costumer Musical Choreographer Drama Musical Director Set Design Theatre Manager	66 \$438 88 \$474 7 \$346 2 \$383
Track HS Head Drama (Per Production) 160 11.0% Group 3 HS Assistant Coach Team Sport \$5,466 Conditioning Coach \$5,238 140 9.5% Group 4 HS Assistant Coach Individual Sport HS Drama Assistant (per production Costumer Musical Choreographer Drama Musical Director Set Design Theatre Manager	66 \$438 88 \$474 7 \$346 2 \$383
Track HS Head Drama (Per Production) 160 11.0% Group 3 HS Assistant Coach Team Sport \$5,466 Conditioning Coach \$5,238 140 9.5% Group 4 HS Assistant Coach Individual Sport HS Drama Assistant (per production Costumer Musical Choreographer Drama Musical Director Set Design Theatre Manager	66 \$438 88 \$474 7 \$346 2 \$383
HS Head Drama (Per Production) 160 11.0% Group 3 HS Assistant Coach Team Sport \$5,466 Conditioning Coach \$5,238 140 9.5% Group 4 HS Assistant Coach Individual Sport HS Drama Assistant (per production Costumer Musical Choreographer Drama Musical Director Set Design Theatre Manager	66 \$438 88 \$474 7 \$346 2 \$383
160 11.0% Group 3 \$5,010 \$5,466 \$6 \$6 \$6 \$6 \$6 \$6 \$6 \$6 \$6 \$6 \$6 \$6 \$	66 \$438 88 \$474 7 \$346 2 \$383
HS Assistant Coach Team Sport Conditioning Coach 140 9.5% Group 4 HS Assistant Coach Individual Sport HS Drama Assistant (per production Costumer Musical Choreographer Drama Musical Director Set Design Theatre Manager	66 \$438 88 \$474 7 \$346 2 \$383
HS Assistant Coach Team Sport Conditioning Coach 140 9.5% Group 4 HS Assistant Coach Individual Sport HS Drama Assistant (per production Costumer Musical Choreographer Drama Musical Director Set Design Theatre Manager	66 \$438 88 \$474 7 \$346 2 \$383
Conditioning Coach St,238 Group 4 HS Assistant Coach Individual Sport HS Drama Assistant (per production Costumer Musical Choreographer Drama Musical Director Set Design Theatre Manager	8 \$474 7 \$346 2 \$383
140 9.5% Group 4 \$4,327 \$4,782 HS Assistant Coach Individual Sport HS Drama Assistant (per production Costumer Musical Choreographer Drama Musical Director Set Design Theatre Manager	7 \$346 2 \$383
HS Assistant Coach Individual Sport HS Drama Assistant (per production Costumer Musical Choreographer Drama Musical Director Set Design Theatre Manager	2 \$383
HS Assistant Coach Individual Sport HS Drama Assistant (per production Costumer Musical Choreographer Drama Musical Director Set Design Theatre Manager	2 \$383
HS Assistant Coach Individual Sport \$4,782 Start Costumer Musical Choreographer Drama Musical Director Set Design Theatre Manager	2 \$383
HS Drama Assistant (per production Costumer Musical Choreographer Drama Musical Director Set Design Theatre Manager	
Costumer Musical Choreographer Drama Musical Director Set Design Theatre Manager	8 \$419
Musical Choreographer Drama Musical Director Set Design Theatre Manager	
Drama Musical Director Set Design Theatre Manager	
Set Design Theatre Manager	1
Set Design Theatre Manager	
Theatre Manager	
Cheerleading Coach (per season)	
Dance Coach (per season)	1
HS Band Director ²	
HS Vocal Music Director 2	
	_
M S Head Coach \$4,100	
Basketball Boys & Girls \$4,555	0
Cross Country	0
Football	0
Soccer	0
Softball & Baseball	0
Track	0
Volleyball	0
•	0
Wrestling	0
100 6.5% Group 6 \$2,963	0
100 6.5% Group 6 \$2,963 N	0 5 5
	0 5 3 NA
M S Assistant Coach \$3,419	3 NA 9
MS Assistant Coach MS Head Drama (per production) \$3,875	3 NA 9
M S Assistant Coach \$3,419	3 NA 9

PERS Hours	%		Tier Pay Level	Ext. Season 3%
110	7.0%	Group 7 HS Club Advisors Catering DECA Equestrian FFA: Leadership FFA: Technical Skills Hi-Q HOSA NHS Robotics Speech/Debate Thespians PLC Team / Department Leader HS Activity Director HS Band Director ² HS Vocal Music Director ²	\$3,188 \$3,643 \$4,100	\$96 \$109 \$123
95	6.0%	Group 8 HS Club Assistant Advisor HS Newspaper HS Yearbook HS FFA Technical Skills HS FFA Leadership MS Club Advisors 8th Grade DC Trip Art Conservation Drama MS Yearbook	\$2,733 \$3,188 \$3,643	NA
80	5.0%	Group 9 TAG Coordinators Mentor Teacher MS Club Assistant Advisor Elementary Music	\$2,278 \$2,733 \$3,188	NA

1 - Wrestling: See Article 1 for explanation

Note: This list is not intended to be comprehensive and may be added to or revised as per Article 1.

Tier The 3 pay levels reflect experience status. The first pay Pay level is for years 1 -3, the second is for years 4-6, and the 3 Level (final) is for years 7 and beyond. See Article 1.D.1

See Article 1, A.3. and A.4 Italicized positions are not currenlty filled or paid.

Extended Contract Hourly Rate

\$43.27

^{2 -} HS Band and Vocal Music: See Article 1 for qualifications

DALLAS SCHOOL DISTRICT NO. 2 2025 - 2026

	1	2	3	4	5		6
				MA or	BA + 93	1	BA + 117
Step	BA	BA + 24	BA + 45	BA + 69	MA + 24		MA + 45
1	\$ 46,914						
2	\$ 48,979	\$ 51,043	\$ 53,107	\$ 55,176	\$ 57,240	\$	59,303
3	\$ 51,043	\$ 53,107	\$ 55,176	\$ 57,240	\$ 59,303	\$	61,370
4	\$ 53,107	\$ 55,176	\$ 57,240	\$ 59,303	\$ 61,370	\$	63,437
5	\$ 55,176	\$ 57,240	\$ 59,303	\$ 61,370	\$ 63,437	\$	65,502
6	\$ 57,240	\$ 59,303	\$ 61,370	\$ 63,437	\$ 65,502	\$	67,567
7	\$ 59,303	\$ 61,370	\$ 63,437	\$ 65,502	\$ 67,567	\$	69,632
8	\$ 61,370	\$ 63,437	\$ 65,502	\$ 67,567	\$ 69,632	\$	71,697
9	\$ 63,437	\$ 65,502	\$ 67,567	\$ 69,632	\$ 71,697	\$	73,765
10	\$ 65,502	\$ 67,567	\$ 69,632	\$ 71,697	\$ 73,765	\$	75,829
11	\$ 67,567	\$ 69,632	\$ 71,697	\$ 73,765	\$ 75,829	\$	77,895
12	\$ 69,632	\$ 71,697	\$ 73,765	\$ 75,829	\$ 77,895	\$	79,960
13	\$ 71,697	\$ 73,765	\$ 75,829	\$ 77,895	\$ 79,960	\$	82,026
14		\$ 75,829	\$ 77,895	\$ 79,960	\$ 82,026	\$	84,092
15			\$ 79,960	\$ 82,026	\$ 84,092	\$	86,156
16				\$ 84,092	\$ 86,156	\$	88,223
17				\$ 86,156	\$ 88,223	\$	90,287
18				\$ 88,223	\$ 90,287	\$	92,355
19				\$ 90,287	\$ 92,355	\$	94,421
20						\$	96,486

Movement across the salary schedule is based on quarter hour college credit.

This schedule and increment movement, for those eligible, is effective September 1, 2025.

Payroll payments are made on the 25th of each month.

Insurance Cap will be \$1,425 per month.

*Step 1 Range 1 will be used to calculate long term substitute rate of pay and extra duty Contracts. All new licensed teachers with no prior teaching experience will start at Step 2.

Dallas School District 2025 - 2026

Extra Duty Schedule

\$46,914Range 1, Step 1

See Article 1 Compensation: Extra Duty for Details

Athletics and Activities Ext. PERS % Pay Season Hours 8% Level \$6,568 \$526 200 14.0% Group 1 **HS Head Coach Team Sport** \$7,038 \$563 Baseball \$7,507 \$601 Basketball Boys & Girls Football Soccer Boys & Girls Softball Volleyball Wrestling¹ 180 12.5% Group 2 \$5.865 \$469 HS Head Coach Individual Sport \$6,334 \$506 Cross Country \$6,803 \$544 Golf Sw imming Tennis Boys & Girls Track HS Head Drama (Per Production) Group 3 \$5,161 \$413 160 11.0% \$5,630 \$451 HS Assistant Coach Team Sport \$6,099 \$488 Conditioning Coach 140 9.5% Group 4 \$4,457 \$357 HS Assistant Coach Individual Sport \$4,926 \$394 HS Drama Assistant (per production \$5,395 \$431 Musical Choreographer Drama Musical Director Set Design Theatre Manager Cheerleading Coach (per season) Dance Coach (per season) HS Band Director² HS Vocal Music Director 2 120 8.0% Group 5 \$3,753 NA \$4,223 MS Head Coach \$4,692 Basketball Boys & Girls Cross Country Football Soccer Softball & Baseball Track Volleyball Wrestling \$3,052 NA 6.5% Group 6 100 \$3,522 MS Assistant Coach \$3,991 MS Head Drama (per production) Intramural Coach HS Assistant Coach (per season)

Educational Leadership

PERS			Tier	Ext.
Hours	%		Pay	Season
riour 3			Level	3%
110	7.0%	Group 7	\$3,284	\$99
		HS Club Advisors	\$3,753	\$112
		Catering	\$4,223	\$127
		DECA		
		Equestrian		
		FFA: Leadership		
		FFA: Technical Skills		
		Hi-Q		
		HOSA		
		NHS		
		Robotics		
		Speech/Debate		
		Thespians		
		PLC Team / Department Leader		
		HS Activity Director		
		HS Band Director 2		
		HS Vocal Music Director 2		
95	6.0%	Group 8 HS Club Assistant Advisor	\$2,815 \$3,284	NA
		HS Newspaper HS Yearbook HS FFA Technical Skills HS FFA Leadership MS Club Advisors 8th Grade DC Trip Art Conservation Drama	\$3,753	
		HS Yearbook HS FFA Technical Skills HS FFA Leadership MS Club Advisors 8th Grade DC Trip Art Conservation Drama MS Yearbook	\$3,753	
80	5.0%	HS Yearbook HS FFA Technical Skills HS FFA Leadership MS Club Advisors 8th Grade DC Trip Art Conservation Drama	\$3,753 \$2,346	NA
80	5.0%	HS Yearbook HS FFA Technical Skills HS FFA Leadership MS Club Advisors 8th Grade DC Trip Art Conservation Drama MS Yearbook		NA
80	5.0%	HS Yearbook HS FFA Technical Skills HS FFA Leadership MS Club Advisors 8th Grade DC Trip Art Conservation Drama MS Yearbook Group 9	\$2,346	NA
80	5.0%	HS Yearbook HS FFA Technical Skills HS FFA Leadership MS Club Advisors 8th Grade DC Trip Art Conservation Drama MS Yearbook Group 9 TAG Coordinators	\$2,346 \$2,815	NA

^{1 -} Wrestling: See Article 1 for explanation

Note: This list is not intended to be comprehensive and may be added to or revised as per Article 1.

Tier The 3 pay levels reflect experience status. The first pay
Pay level is for years 1 -3, the second is for years 4-6, and the 3
Level (final) is for years 7 and beyond. See Article 1.D.1

See Article 1, A.3. and A.4

Italicized positions are not currenlty filled or paid.

Extended Contract Hourly Rate

\$44.57

^{2 -} HS Band and Vocal Music: See Article 1 for qualifications



WORKING TOGETHER FOR ALL STUDENTS TO ACHIEVE HIGH LEVELS OF LEARNING

Collaborative Commitment 2023-2024

Dallas School District and Dallas Education Association are committed to a strong working relationship with a foundation of collaboration. We believe by working together with a positive intent we can solve problems, create opportunity, and build upon the strengths of our school district to achieve greater learning for our students. The following principles and guiding practices are the basis of our commitment:

Our Principles:

- Collaboration and shared leadership form the foundation of our success.
- "Is it good for students?" is our driving question.
- Life-long learning for all is our goal.
- Our staff individually and collectively contributes to student success.
- The best interest of our district as a whole is the basis for our priorities and decisions.
- Listening permeates our every interaction.
- Our diverse opinions and disagreements are professional and respectful.
- Honest, constructive intentions are our expectation.
- Our licensed-leaders have balanced time in and out of the classroom.

Our Practices:

- We collaborate.
- We place student learning first.
- We value, encourage, and support continued learning.
- We actively and positively participate.
- We recognize and appreciate the contributions of others.
- We persevere.
- We genuinely and actively listen.
- We engage in tough conversations for positive results.
- We are honest and forthright.
- We lead by example.
- We share responsibility.

We the school board, administration, and licensed staff agree to this commitment as we believe through our collaborative culture we will improve results for our students.

Board Chair	Superintendent	DEA President
Board Vice-Chair	Director of Human Resources	DEA Vice-President
Board Member	High School Principal	DEA Treasurer
Board Member	Middle School Principal	DEA Secretary
Board Member	Elementary Principal	DEA Bargaining Chair



WORKING TOGETHER FOR ALL STUDENTS TO ACHIEVE HIGH LEVELS OF LEARNING

Collaborative Commitment 2023-2024

Dallas School District and OSEA Chapter 34, Classified Association, are committed to a strong working relationship with a foundation of collaboration. We believe by working together with a positive intent we can solve problems, create opportunity, and build upon the strengths of our school district to achieve greater learning for our students. The following principles and guiding practices are the basis of our commitment:

Our Principles:

- Collaboration and shared leadership form the foundation of our success.
- "Is it good for students?" is our driving question.
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- Our staff individually and collectively contributes to student success.
- The best interest of our district as a whole is the basis for our priorities and decisions.
- Listening permeates our every interaction.
- Our diverse opinions and disagreements are professional and respectful.
- Honest, constructive intentions are our expectation.
- Our classified-leaders have balanced time in and out of the classroom.

Our Practices:

- We collaborate.
- We place student learning first.
- We value, encourage, and support continued learning.
- We actively and positively participate.
- We recognize and appreciate the contributions of others.
- We persevere.
- We genuinely and actively listen.
- We engage in tough conversations for positive results.
- We are honest and forthright.
- We lead by example.
- We share responsibility.

We the school board, administration, and classified staff agree to this commitment as we believe through our collaborative culture we will improve results for our students.

Board Chair	Superintendent	President	
Board Vice-Chair	Director of Human Resources	Vice-President	
Board Member	High School Principal	Secretary	
Board Member	Middle School Principal	Treasurer	
Board Member	Elementary Principal		

Dallas School District Board Goals

2023-2024

Ask yourself...is it good for kids?

Our Mission

Dallas School District is: Centered on students, powered by collaboration, built on equity, and driven by excellence.

Our Vision:

Each student is known by name, strength and need-pursuing a life of engagement, innovation, and success.

<u>Purpose Statement</u>: The Dallas School District Board of Directors and superintendent believe that the 2023-24 operating agreement and history of collaborative commitment, create an environment of trust and open communication. This working relationship supports a blending of purpose and leadership direction. Such conditions allow for goals to be established and supported by each other.

Board Goals:

Board Goal Statement 1: The Dallas School District Board of Directors will leverage the Dallas School District Strategic Plan, Professional Learning Communities, and Outward Mindset training to improve student outcomes.

Board Goal Statement 2: The Dallas School District Board of Directors will support the superintendent in setting and achieving goals aimed at identifying measurable student performance indicators and aligning the general fund budget with the district resources needed to support these efforts.

Board Goal Statement 3: The Dallas School District Board of Directors will model our district culture of collaboration by engaging in educational conversations, staying current on school issues, networking with other boards at OSBA conferences, and fostering community confidence and trust in our schools.

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The following symbol is used on some policies:

^{**} As used in this policy, the term parent includes legal guardian or person in a parental relationship. The status and duties of a legal guardian are defined in ORS 125.005(4) and 125.300-125.325. The determination of whether an individual is acting in a parental relationship, for purposes of determining residency, depends on the evaluation of the factors listed in ORS 419B.373. The determination for other purposes depends on evaluation of those factors and a power of attorney executed pursuant to

ORS 109.056. For special education students, parent also includes a surrogate parent, an adult student to whom rights have transferred and foster parent as defined in OAR 581-015-2000.

Code:

KAB

Adopted: Orig. Code:

9/12/17 KAB

Parental Rights**

The Board recognizes the importance of promoting parental input in decision making related to their student's health and general well-being; in determining district and student needs for educational services; and in program development and district operations. To assist the district in this effort, and in accordance with law, the Every Student Succeeds Act of 2015 (ESSA), the district affirms the right of parents, upon request, to inspect:

- 1. A survey created by a third party before the survey is administered or distributed by the district to a student, including any district survey containing "covered survey items" as defined by ESSA;
- 2. Any instructional material used by the district as part of the educational curriculum for the student;
- 3. Any instrument used in the collection of personal information from students for the purpose of marketing or for selling that information or otherwise providing that information to others for that purpose.

As provided by law, parents of district students will also, upon request, be permitted to excuse their student from "covered activities". as defined by ESSA. The rights provided to parents under this policy, transfer to the student when the student turns 18 years of age, or is an emancipated minor under applicable state law.

The superintendent will ensure that activities requiring parental notification are provided as required by law and that reasonable notice of the adoption or continued use of this policy is provided to parents of students enrolled in district schools. The input of parents will be encouraged in the development, adoption and any subsequent revision of this policy.

The superintendent shall develop administrative regulations to implement this policy, including provisions as may be necessary to ensure appropriate notification to parents of their rights under federal law and

¹ "Covered survey items" under ESSA include one or more of the following items: political affiliations or beliefs of the student or the student's family; mental and psychological problems of the student or the student's family; sex behavior or attitudes; illegal, antisocial, self-incriminating or demeaning behavior; critical appraisals of other individuals with whom respondents have close family relationships; legally recognized privileged or analogous relationships, such as those of lawyers, physicians and ministers; religious practices, affiliations or beliefs of the student or the student's parent; and income, other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such a program.

² "Covered activities," requiring notification, under ESSA include activities involving the collection, disclosure or use of personal information collected from students for the purpose of marketing or for selling that information or otherwise providing that information to others for that purpose; the administration of any survey containing one or more of covered survey items; and any nonemergency, invasive physical examination or screening that is required as a condition of attendance and administered and scheduled by the school in advance. See the administrative regulation for additional definitions.

district procedures to request review of covered materials, excuse a student from participating in covered activities and protect student privacy in the event of administration or distribution of a survey to a student.

END OF POLICY

Legal Reference(s):

ORS 332.107

Every Student Succeeds Act of 2015, 20 U.S.C. § 7928 (2012).

Protection of Pupil Rights, 20 U.S.C. § 1232h (2012); Student Rights in Research, Experimental Programs and Testing, 34 C.F.R. Part 98 (2017).

Family Education Rights and Privacy Act, 20 U.S.C. § 1232g (2012).

Code:

KAB-AR

Revised/Reviewed:

9/12/17

Orig. Code:

KAB-AR

Parental Rights

The following definitions and procedures will be used to implement the parental rights: requirements of the Every Student Succeeds Act of 2015 (ESSA):

Definitions

- 1. "Survey," as defined by federal law and as used in Board policy and this regulation, includes an evaluation. It does not apply to a survey administered to a student in accordance with the Individuals with Disabilities Education Act (IDEA);
- 2. "Covered survey items" means one or more of the following items: political affiliations or beliefs of the student or the student's family; mental and psychological problems of the student or the student's family; sex behavior or attitudes; illegal, antisocial, self-incriminating or demeaning behavior; critical appraisals of other individuals with whom respondents have close family relationships; legally recognized privileged or analogous relationships, such as those of lawyers, physicians and ministers; religious practices, affiliations or beliefs of the student or the student's parent; and income, other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such a program;
- 3. "Covered activities," requiring notification, under ESSA means those activities involving the collection, disclosure or use of personal information collected from students for the purpose of marketing or for selling that information or otherwise providing that information to others for that purpose; the administration of any survey containing one or more covered survey items; and any nonemergency, invasive physical examination or screening that is required as a condition of attendance, administered and scheduled by the school in advance and not necessary to protect the immediate health and safety of the student, or of other students. This provision does not apply to physical examinations or screenings that are permitted or required by law, including physical examinations or screenings permitted without parental notification;
- 4. "Third parties" include, but are not limited to, school volunteers, parents, school visitors, service contractors or others engaged in district business, such as employees of businesses or organizations participating in cooperative work programs with the district and others not directly subject to district control;
- 5. "Instructional material" means instructional content that is provided to a student, regardless of its format, including printed or representational materials, audiovisual materials and materials in electronic or digital formats (such as materials accessible through the Internet). The term does not include academic tests or academic assessments;
- 6. "Personal information" means individually identifiable information including a student or parent's first and last name; a home or other physical address (including a street name and the name of the city or town); telephone number; or a social security identification number;

7. "Invasive physical examination" means any medical examination that involves the exposure of private body parts, or any act during such examination that includes incision, insertion or injection into the body. It does not include a hearing, vision or scoliosis screening and does not apply to any physical examination or screening that is permitted or required by an applicable state law, including physical examinations or screenings that are permitted without parental notification.

Requests to Inspect Materials

Parents may inspect surveys, instructional materials or instruments used to collect personal student information for marketing purposes before such items are administered or distributed by a school to a student as follows:

- 1. Requests may be directed to the school office by phone or in person;
- 2. Requests must be received by the district no later than five working days following receipt of notification by the district of its intent to administer or distribute such items;
- 3. Materials may be reviewed at the school office or mailed by the district;
- 4. Requests to mail materials must be accompanied by a self-addressed, stamped envelope.

Requests to Excuse Student from Covered Activities

A parent may request that their his/her student be excused from participation in any of the following covered activities:

- 1. The collection, disclosure or use of personal information collected from students for the purpose of marketing or selling that information to others;
- 2. Any district or third party survey;
- 3. The administration of nonemergency, invasive physical examinations or screenings.

All such requests must be:

- 1. Directed to the principal in writing;
- 2. Received by the district no later than five working days following receipt of notification by the district of its intent to administer or distribute such items.

Student Privacy

The district recognizes its responsibility to protect student privacy in the event of administration or distribution of a survey to a student containing one or more covered survey items.

A student's personal information that may be collected as a result of such surveys will be released only with prior, written parental permission. The district will use reasonable methods to identify and authenticate the identity of the parents, students, school officials, and any other parties to whom the district discloses personally identifiable information from educational records.

Notification

Each principal shall be responsible for ensuring appropriate notification to parents of their rights under federal law, Board policy and this regulation. Accordingly, notification will:

- 1. Be made at least annually at the beginning of the school year or at other times during the school year when enrolling students for the first time in school;
- 2. Include the specific or approximate dates during the school year when covered activities are scheduled or expected to be scheduled.

Code:

KBA

Adopted:

2/13/18

Orig. Code:

KBA

Public Records**

"Public record" means any information that:

- 1. Is prepared, owned, used or retained by the district;
- 2. Is related to an activity, transaction or function of the district; and
- Is necessary to satisfy the fiscal, legal, administrative or historical policies, requirements or needs of the district.

Public record does not include messages on voice mail or on other telephone message storage and retrieval systems, or spoken communication that is not recorded.

A request to inspect or receive a copy of a public record shall be in writing and will be presented to the district superintendent's office.

A "public record" includes any writing that contains information relating to the conduct of the public's business, prepared, owned, used or retained by the district regardless of physical form or characteristics, unless otherwise exempted by law. "Writing" means handwriting, typewriting, printing, photographing and every means of recording, including letters, words, pictures, sounds, or symbols or combination thereof and all papers, maps, files, facsimiles or electronic recordings. Public record does not include any writing that does not relate to the conduct of the public's business and that is contained on a privately owned computer.²

Board meetings and records will be matters of public information subject to such restrictions as are set by federal law or regulation, by state statute or by pertinent court rulings.

The Board's official minutes, its written policies and its financial records will be available at the superintendent's office for inspection by any citizen desiring to examine them during hours when the superintendent's office is open. All such information will be made available to individuals with disabilities in an accessible any appropriate format, upon request and with appropriate advanced notice. Auxiliary aids and services available to ensure equally effective communications to qualified persons with disabilities may include large print, Braille, audio recordings, readers, assistance in locating materials or other equally effective accommodations.

¹ There are multiple definitions for "public record" in ORS 192. This definition comes from ORS 192.311 and applies to the inspection of records.

² In accordance with <u>Bialostosky v. Cummings</u>, 319 Or. App. 352 (2022), an individual board member may be considered a public body for public record purposes. Consequently, records created and retained solely by individual board members may be considered public records.

The Board supports the right of the people to know about programs and services of their schools and will make reasonable effortsevery effort to disseminate information. Each principal is authorized to use all means available means to keep parents and others in theof his/her particular school's community informed about the school's program and activities.

No records will be released for inspection by the public or any unauthorized persons—either by the superintendent or any other person designated as custodian for district records—if such disclosure would be contrary to the public interest, as described in state law.

The Board reserves the right to establish a fee schedule which will reasonably reimburse the district for the actual cost of making public records available pursuant to law. The district will not be obligated to complete a request for which the requester has not paid the fee as permitted by state law. There will be no additional charge for auxiliary aids and services provided for qualified persons with disabilities.

Employee and volunteer personal residential addresses, personal electronic mail addresses, (other than district electronic mail addresses assigned by the district to district employees), social security numbers, dates of birth and personal telephone or cellular numbers, and other information listed in Oregon Revised Statute (ORS) 192.355 as exempt, contained in personnel records maintained by the district are exempt from public disclosure pursuant to Oregon Revised Statute (ORS) 192.363 - 368445 and ORS 192.355502(3). District electronic mail addresses assigned Such information may be released only upon the written request of the employee or volunteer or as otherwise provided by the district to district employees are not exemptlaw. This exemption does not apply to a substitute teacher, as defined in ORS 342.815, when requested by a professional education association of which the substitute teacher may be a member. district electronic mail addresses assigned by the district to district employees are not exempt.

The district will not disclose the identification badge or card of an employee without the employee's written consent if the badge or card contains the employee's photograph and the badge or card was prepared solely for internal use by the district to identify district employees. A duplicate of the photograph used on the badge or card shall not be disclosed.

The district shall not, in accordance with state law, disclose personal information for the purpose of enforcement of federal immigration laws.

The district shall retain and maintain its public records in accordance with Oregon Administrative Rule (OAR) 166-005-0010 and Chapter 166, Division 400 and ORS Chapter 192.

END OF POLICY

Legal Reference(s):

ORS 180.805 ORS Chapter 192 OAR 137-004-0800(1) OAR 166-005-0010 OAR 166-400

Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213 (2018); 29 C.F.R. Part 1630 (2021); 28 C.F.R. Part 35 (2021)

OREGON DEP'T OF JUSTICE, OREGON ATTORNEY GENERAL, Public Records and Meetings Manual. Americans with Disabilities Act Amendments Act of 2008, 42 U.S.C. §§ 12101-12133 (2018). Bialostosky v. Cummings, 319 Or. App. 352 (2022).

Code: KBA-AR Revised/Reviewed: 5/15/18 Orig. Code: KBA-AR

Public Records

In compliance with Oregon law the following guidelines apply to the dissemination, inspection and examination of the public records of the district:

- 1. A public records request shall be submitted in writing through the superintendent's district office at 111 South West Ash Street, Dallas, OR 97338-2213.
- 2. Upon receipt of a written request, the district shall respond within five business days¹ acknowledging receipt of the request or completing² the district's response to the request. If the district provides an acknowledgment of the request, it must:
 - a. Confirm that the district is the custodian of the requested record;
 - b. Inform the requester that the district is not the custodian of the requested record; or
 - c. Notify the requester that the district is uncertain whether the district is the custodian of the requested record.
- 3. If the district is the custodian of the requested record, as soon as reasonably possible but not later than 10 business days after the date the district is required to acknowledge receipt of the request as described above, the district shall:
 - a. Complete its response to the public records request in accordance with ORS 192.329(2). If the district determines that a record is exempt from public disclosure, the district will include a statement to that effect and that the requester may appeal the decision pursuant to state law; or
 - b. Provide a written statement that the district is still processing the request and a reasonable estimated date by which the district expects to complete its response based on the information currently available.
- 4. The time periods, established by Oregon law and identified above in Section 2 or 3, will not apply to the district if compliance would be impracticable because:
 - a. The staff or volunteers³ necessary to complete a response to the public records request are unavailable;
 - b. Compliance would demonstrably impede the district's ability to perform other necessary services; or

HR8/08/22 LF

¹ "Business day" means a day other than Saturday, Sunday or a legal holiday, and on which at least one paid employee of the district is scheduled to and does report to work. Business day does not include any day on which the central administration offices of the district are closed.

² The district response to a public records request will be considered complete when it complies with pursuant to criteria in Oregon law (ORS 192.329).

³ Staff member or volunteers who are on leave or are not scheduled to work are considered to be unavailable.

c. Of the volume of the public records request being simultaneously processed by the district.

In these situations, the The district shall, as soon as practicable and without unreasonable delay, acknowledge a public records request and complete the response to the request.

- 5. The district may request additional information or clarification from the requester for the purpose of expediting the district's response to the request as permitted by law. If the district requests additional information or clarification, in good faith, the obligation to complete the request is suspended until the requester provides the requested information or clarification or affirmatively declines to provide the information or clarification. If the requester fails to respond within 60 days to a good faith request from the district for information or clarification, the district shall close the request.
- 6. If a copy of a public record is requested, the district will provide a single copy. If a request to inspect a public record is made and the record is maintained in a machine readable or electronic form, the custodian shall provide the record in the form requested, if available. If the public record is not available in the form requested, it will be made available provided in the form the record is maintained. If a person who is a party to a civil judicial proceeding to which the district is a party or who has filed notice under Oregon Revised Statute (ORS) 30.275(5)(a) asks to inspect or to receive a copy of a public record that the person knows relates to the proceeding or notice, the individual must submit the request in writing to the designated custodian of district records and at the same time to the district's attorney.
- 7. Information will be made available to individuals with disabilities in an accessible appropriate format upon request and advance notice. Auxiliary aids and services available to qualified persons with disabilities may include large print, Braille, audio recordings, readers, assistance in locating materials or other equally effective accommodations.
- 8. Where the labor effort exceeds 30 minutes, labor, material and out-of-pocket charges will be reimbursed to the district. Labor will be calculated at the hourly rate of the employee affected. Materials and out-of-pocket charges will be reimbursed at the established rate of \$.25 per page. Auxiliary aids and services for qualified persons with disabilities will be available at no additional charge.

If the district has informed the requester of a permitted fee, the obligation of the district to complete its response to the request is suspended until the fee has been received by the district. If the requester fails to pay the fee within 60 days of the date they were he/she was informed of the fee or fails to pay the fee within 60 days of the date on which the district informed them of the denial of the fee waiver, the district shall close the request.

9. The district reserves the right to restrict the inspection of some public records to the district's facilities.

Code:

KBCA

Adopted:

News Releases

Information about district activities and issues will be provided to the community in a way which will create and maintain a dignified and professionally responsible image for the district.

The procedures listed below will be followed in giving official information to the news media:

- 1. The Board chair will be the official spokesperson for the Board, unless this duty is delegated;
- 2. News releases that are of districtwide interest or that pertain to established district policy will be the responsibility of the superintendent;
- 3. The superintendent will establish procedures for the dissemination of news releases pertaining to the district.

END OF POLICY

Legal Reference(s):

ORS 192.640

ORS 332.107





Code: Adopted: **KBCB**

Press Conferences and Interviews

When individual Board members receive requests from press media representatives for information about Board meetings or actions, members will refer these representatives to the Board chair, who is the spokesperson for the Board. The chair may designate others to speak on behalf of the Board at their discretion.

Press conferences will be authorized by the Board chair.

Nothing in this policy is intended to limit the rights of individual Board members to speak their personal opinions.

END OF POLICY

Legal Reference(s):

ORS 192.640



ORS 332.107









Code:

KG

Adopted: Orig. Code: 2/23/16 KG

Community Use of School Facilities and Equipment

Community groups within Dallas School &District boundaries shall be permitted to use school facilities when such use will not interfere with the operation of the school program or will not impose an additional financial obligation on the School district. Facilities shall not be available to any individual or organization for private gain unless specific approval is granted by the superintendent or designee. The Board expects the users to treat the facilities with respect.

The guiding principles for the use of school facilities are:

- 1. The School district desires to provide the opportunity for community use of specific district facilities. Such use should not interfere with the district's vision, mission, goals, or other district policy.
- 2. Community use of district facilities should come with minimal impact on the facilities, fiscal or human resources.
- The School district is well equipped to provide the opportunity for community use of district facilities and fixed or in-place equipment. However, the use of services, supplies, and non-fixed or stored equipment can present challenges that need to be addressed.
- The use of School district facilities shall be scheduled and approved prior to use and before public 4. notice or advertisement of that use.
- School District facilities includes school buildings and grounds owned by Dallas School the District. Fixed and in-place equipment is considered part of the facility.
- 6. The payment of a facility use fee does not cover non-fixed or stored equipment, services or supplies beyond a minimal level. A minimal level equates to ensuring the space is clean, available, and secured by on duty staff following use.
- 7. Organizations that use School-district facilities under a waived fee structure may have custodial, other service fees, or equipment fees reduced or waived.

The superintendent is authorized to develop Aadministrative Rules regulations for application and application review, for approval or non-approval of school building, grounds or equipment use, and for setting use fees.

END OF POLICY

Legal Reference(s):

ORS Chapter 244 ORS 260,432

ORS 332.107

ORS 332.172

Code:

KGB

Adopted:

5/09/17

Orig. Code:

KGB

Public Conduct on School District Property

No person on district property or grounds, including parking lots, will:

- 1. Injure or threaten to injure another;
- 2. Damage the property of another or of the district;
- 3. Initiate or circulate a report, one knows to be false, concerning an alleged hazardous substance, impending fire, explosion, catastrophe or other emergency that will take place in or upon a school;
- 4. Violate parking regulations;
- 5. Drive a vehicle in an unsafe manner;
- 6. Impede, delay or otherwise interfere with the orderly conduct of the district's educational program or any other activity taking place on district property which has been authorized by the Board, superintendent, principal or other authorized administrator;
- 7. Enter any portion of district premises at any time for purposes other than those which are lawful and authorized by district officials;
- 8. Bring, possess, conceal or use a weapon as prohibited by federal and state law, except as allowed by ORS 166;
- 9. Possess, consume, sell, give, or deliver unlawful drugs and/or alcoholic beverages. Possess, sell, give or deliver drug paraphernalia;
- 10. Use, distributeSmoke or selluse tobacco products or inhalant delivery systems;
- 11. Wear, possess, use, distribute, display or sell any clothing, jewelry, emblem, badge, symbol, sign or other item that is things which are evidence of membership or affiliation within any gang. Use speech or commit any act or omission in furtherance of the interests of any gang or gang activity. A "gang" is defined as a group that identifies itself through the use of a name, unique appearance or language including hand signs, claiming of geographical territory or the espousing of a distinctive belief system that frequently results in criminal activity;
- 12. Willfully violate Board policies, administrative regulations or school rules designed to maintain public order on district property.;
- 13. Haze, harass, intimidate, menace or bully, or cyberbully any person;
- 14. Use personal communication devices or unmanned Aaircraft Ssystem (drone); see Board policy ECACB Unmanned Aircraft System (UAS) a.k.a. Drone) that have the capability to record video, Public Conduct on District Property KGB

- audio, or photos on district property or at school-sponsored events that in any way violate the personal privacy of any individual on school grounds or at a school-sponsored event;
- 15. Camp overnight, loiter or otherwise be present on district property after the conclusion of approved activities or as otherwise posted or authorized by the district. Individuals are prohibited from entering any portion of district premises at any other time for purposes other than those which are lawful and authorized by district officials;
- 16. Use personal communication devices to communicate through social media that in any way violate Dallas School district policies, federal, state, or local law.

Persons having no legitimate purpose or business on district property, or those violating or threatening to violate the above rules, may be issued a trespass citation and/or referred to law enforcement officials.

END OF POLICY

ORS 161.015	ORS 166.210 to -166.370	ORS 433.835 to -433.990
ORS 164.245	ORS 332.172	ORS 806.060 to -806.080
ORS 164.255	ORS 336.109	OAR 333-015-0025 to -0090
ORS 166.025	ORS 339.883	OAR 581-021-0110
ORS 166.155 to -166.165	ORS 431.840	OAR 584-020-0040(4)(e),(g)

Code:

KGC/GBK

Adopted:

5/15/18

Revised/Readopted: 1/09/23

Orig. Code:

KGC/GBK

Prohibited Use, Distribution or Sale of Tobacco Products and Inhalant Delivery Systems

The Board establishes a school and working environment that is free of smoke, aerosols, and vapors containing inhalants.

The use, distribution or sale of tobacco products or inhalant delivery systems by staff on district property including parking lots, at district-sponsored events, in district owned, rented or leased vehicles or otherwise while on duty on or off district premises is prohibited. Use, distribution or sale of tobacco products or inhalant delivery systems by all others on district property, in district vehicles or at districtsponsored events, on or off district premises, on all district grounds, including parking lots, is prohibited. Staff and/or all others authorized to use any private vehicles to transport district students to schoolsponsored activities are prohibited from using tobacco products or inhalant delivery systems in those vehicles while students are under their care.

For the purposes of this policy, "tobacco products" is defined to include, but not limited to, any lighted or unlighted cigarette, cigar, pipe, bidi, clove cigarette, and any other smoking product, spit tobacco, also known as smokeless, dip, chew, or snuff, in any form. This does not include products that are USFDAapproved for sale as a tobacco cessation product or for any other therapeutic purpose, if marketed and sold solely for the approved purpose.

For the purpose of this policy "inhalant delivery system" means a device that can be used to deliver nicotine or cannabinoids in the form of a vapor or aerosol to a person inhaling from the device or a component of a device; or a substance in any form sold for the purpose of being vaporized or aerosolized by a device whether the component or substance is sold or not sold separately. This does not include products that are USFDA-approved for sale as a tobacco cessation product or for any other therapeutic purpose, if marketed and sold solely for the approved purpose.

Clothing, bags, hats and other personal items used by staff to display, promote or advertise tobacco products or inhalant delivery systems are prohibited on all district grounds including parking lots, at school-sponsored activities or in district vehicles. Advertising is prohibited in all school-sponsored publications, in all school buildings, on district grounds, including parking lots, and at all schoolsponsored events, district acceptance of gifts or funds from the tobacco products and inhalant delivery system industries is similarly prohibited. The district will not contract with other public or private alternative schools that allow the use of tobacco products or inhalant delivery systems on campus.

Staff violations of this policy will lead to disciplinary action up to and including dismissal.

Violations by all others will result in appropriate sanctions as determined and imposed by the superintendent or the Board.

Information about community resources and/or cessation programs to help staff will be provided.

The superintendent may consult with local officials to promote enforcement of law.

The district prohibits the possession of tobacco products or inhalant delivery systems by persons under 21 years of age on or off district grounds, in district buildings or at district-sponsored activities in accordance with Oregon law.

This policy shall be enforced at all times.

The superintendent will develop guidelines as necessary to implement this policy, including provisions for notification of the district's policy, through such means as staff handbooks, newsletters, inclusion on school event programs, signs at appropriate locations; disciplinary consequences; and procedures for filing and handling complaints about violations of the district's policy.

END OF POLICY

Legal Reference(s):

ORS 332.107	ORS 433.835 to -433.990	OAR 581-053-0230(9)(s)
ORS 336.227		OAR 581-053-0330(1)(m)
ORS 339.883	OAR 581-021-0110	OAR 581-053-0430(12)
<u>ORS 431A</u> .175	OAR 581-053-0015	OAR 581-053-0531(11)

Pro-Children Act of 1994, 20 U.S.C. §§ 6081-6084 (2012).

Code:

KGF/EDC

Adopted:

8/26/02

Revised/Readopted: 10/24/22

Orig. Code:

KGF/EDC

Use of School Facilities and Equipment by District Staff

District materials and equipment will be used only for school purposes by district personnel on district properties.

Exceptions to this policy must be approved by the building administrator and authorized use shall be consistent with Oregon Revised Statute (ORS) Chapter 244.

In all cases of public use, equipment shall not be used for private financial gain. An equipment use form must be submitted and approved, and all conditions outlined on the attached district equipment list must be adhered to. In the event of excessive damage, a fee will be determined according to repair or replacement costs. Transportation of borrowed equipment will be the user's responsibility.

END OF POLICY

Legal Reference(s):

ORS Chapter 244

ORS 332.107

OAR 584-020-0040

OREGON GOVERNMENT ETHICS COMMISSION, OREGON GOVERNMENT ETHICS LAW, A GUIDE FOR PUBLIC OFFICIALS (2010).

Code: Adopted: KH

Public Gifts to the District

Gifts which may serve to enhance and extend the work of the schools may be accepted by the district. It will be the district's general policy to direct those who desire to make contributions to consider equipment or services that are not likely to be acquired from public fund expenditures.

- 1. Tangible property contributed to the schools becomes the property of the district and is subject to the same controls and regulations that govern the use of other district-owned property.
- 2. Contributions of property or services that may involve major costs for installation or maintenance, or initial or continuing financial commitments from district funds, will be presented by the superintendent for Board consideration and approval.
- 3. Any groups planning to raise money for a gift to a school or the educational system will first consult with the principal and superintendent regarding what kind of gift should be made. The superintendent will develop guidelines for accepting gifts. Such guidelines will include a concern for fairness and equity among schools.
- 4. All gifts will be subject to the provisions of Board policy.

Gifts accepted shall be used for the purpose for which they were donated.

In accepting gifts, the Board will be aware of the requirement that there should not be significant differences among the various school facilities.

END OF POLICY

Legal Reference(s):

ORS 294.338 ORS 332.075 ORS 332.107 ORS 332.385



Code: Adopted:

ΚI

Public Solicitation in District Facilities

Fund raising and solicitation by non-school agencies or for non-school activities during school hours will not be permitted without prior approval of the superintendent.

Demonstrations of services or materials and canvassing of students or employees for the purpose of selling products or services shall not be permitted in either the district's schools or grounds, unless authorized by the superintendent.

No non-school-sponsored organization or individual may solicit funds or sell tickets within the district without first securing permission through the superintendent.

Whenever possible, solicitation should occur during non-classroom time.

The administration of surveys, questionnaires and requests for information by non-school-connected organizations are prohibited. Exceptions may be approved by the superintendent. In the event an exception is granted for the administration or distribution of a survey created by a third party, the district will provide an opportunity for the student's parent to inspect such survey upon request, before the survey is administered or distributed by a school to a student. Any district survey containing any "covered survey items" may also be inspected by parents.

Parents may also request that their student be excused from participation in such surveys. Requests may be submitted in accordance with the provisions of Board policy KAB - Parental Rights and accompanying administrative regulation.

As required by law, the superintendent shall ensure that notification is provided to parents of students at least annually at the beginning of the school year or when enrolling students for the first time in school, of the specific or approximate dates during the school year when such surveys are scheduled or expected to be scheduled. The rights provided to parents under this policy transfer to the student when the student turns 18 years of age or is an emancipated minor under applicable state law.

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¹ "Covered survey items" include one or more of the following items: political affiliations or beliefs of the student or the student's family; mental and psychological problems of the student or the student's family; sex behavior or attitudes; illegal, anti-social, self-incriminating or demeaning behavior; critical appraisals of other individuals with whom respondents have close family relationships; legally recognized privileged or analogous relationships, such as those of lawyers, physicians and ministers; religious practices, affiliations or beliefs of the student or the student's parent; and income, other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such a program.

The district recognizes its responsibility to protect student privacy. Personal information that may be collected as a result of such surveys will be released only with prior, written parental permission, unless as otherwise provided by law and/or the provisions of Board policy JOB - Personally Identifiable Information.

END OF POLICY

Legal Reference(s):

ORS 332.107

ORS 339.880

32 OR. ATTY. GEN. OP. 209 (1965)

46 OR. ATTY. GEN. OP 239 (1989)

Protection of Pupil Rights, 20 U.S.C. § 1232h (2012); Student Rights in Research, Experimental Programs and Testing, 34 C.F.R. Part 98 (2017).

Every Student Succeeds Act, 20 U.S.C. § 7928 (2012).

Family Education Rights and Privacy Act, 20 U.S.C. § 1232g (2012).









Code: Adopted: KJ

Commercial Advertising

The Board recognizes that district-sponsored commercial advertising may provide an important source of revenue for its programs and activities. Such sales may be permitted as approved by the superintendent or designee and by this policy.

"Commercial advertising" as used in this policy means, use by any person, company, business or corporation, for personal or private gain, of any district media, including, but not limited to, school newspaper, yearbook or other printed material, flyer or circular, radio, television, video or any other electronic technology or indoor or outdoor signage designed to:

- Transmit a message offering any goods or services; 1.
- 2. Cause or induce any other person to purchase any goods or services;
- 3. Increase demand for any goods or services.

Commercial advertising approved by the district must be consistent with district mission, goals, Board policies and administrative regulations; promote positive values for district students through proactive educational messages that encourage student achievement and high standards of personal conduct.

The superintendent may consider for approval revenue-enhancing activities that include, but are not limited to, contracts or agreements for:

- Exclusive advertising of any product or service throughout the district or at specified locations or times to a person, business or corporation in exchange for goods or services (e.g., scoreboards, electronic message boards, athletic gear, exclusive right to sell beverages, bottled water, snacks, meals, etc.);
- 2. Products or services that require the dissemination of advertising to staff, students, parents or others or allow any person, business or corporation to obtain information from staff, students, parents or others for the purposes of market research;
- The use of district facilities or grounds in exchange for products, services or financial considerations (e.g., cell phone towers, etc.);
- 4. Technology hardware, software, satellite hook-up and/or access in exchange for free or reduced prices and/or fees and/or advertising rights, or agreement to use equipment a certain number of hours of the day, month, etc.;
- Naming rights to district property in exchange for goods, services or monetary considerations.

Contracts shall include a provision allowing the district to terminate the contract if it is determined by the district to have an adverse impact on district programs, services or activities. Revenue derived shall be used for programs, services and/or activities as determined by the district. HR6/21/18 RS

Commercial Advertising – KJ

All contracts considered for approval are subject to the competitive procurement requirements of Board policies DJ - District Purchasing, DJC - Bidding Requirements and the local contract review board's public contracting rules. Competitive procurement as used in this policy includes monetary as well as in-kind contributions (i.e., scoreboards, computers, other equipment or materials).

The superintendent will develop administrative regulations as needed for implementation of this policy.

END OF POLICY

Legal Reference(s):

ORS 279B.055 ORS 279C.335

ORS 332.107 ORS 339.880









Code:

KI/KJ-AR

Revised/Reviewed:

Adopted: Orig. Code:

4/29/03

KI/KJ-AR

Commercial Advertising and Merchandise Sales

Commercial advertising in district schools may be permitted by the superintendent or designee subject to the following. Schools, with prior approval, may:

- 1. Publish advertising in any school newspaper, other school periodical, school or district publication, web page or yearbook;
- 2. Distribute advertising or market research as part of a district-approved curriculum on advertising, marketing or media literacy, etc.;
- 3. Post signs of school, district or public appreciation for financial or other support from any person, business or corporation for the educational program in any school in the district;
- 4. Use free educational materials with incidental advertisements;
- 5. Permit demonstrations of educational materials and equipment;
- 6. Cooperate with nonprofit community organizations in making or posting announcements or distributing program materials that supplement the school program provided that such cooperation does not interfere with the school program and is consistent with the mission, goals and policies of the district;
- 7. Utilize films, video, or broadcast media or other educational materials and instructional aids, including newspapers and magazines in either print or electronic form furnished by private sources, when the advertising content is reasonable in the judgment of the superintendent or designee;
- 8. Permit participation, on a student-option basis, in essay, art, science and similar contests sponsored by outside interests when such activities parallel the curriculum and contribute to the educational program;
- 9. Release promotional material for nonschool athletic and cultural events through appropriate school departments;
- 10. Accept limited advertising on extracurricular activity schedules and programs.

Other exceptions may be approved when, in the judgment of the superintendent or designee, students of the district will benefit.

There may be no obligation on the part of students or staff to sell products, make purchases or distribute information.

The use of any advertising for alcohol, tobacco products or inhalant delivery systems in district publications or for any other purpose inconsistent with Board policies and administrative regulations is prohibited.

No activity which requires staff or students to assist in promoting campaigns (financial, charitable, educational or otherwise) will be permitted without the express permission of the superintendent.

When schools are permitted to participate in commercial ventures as provided by Board policy and this administrative regulation, the following restrictions will apply:

- 1. If a commission, rebate or other consideration results from the sale of any approved product or service, it will become the property of the district and distributed as directed by the superintendent or designee;
- Contracts considered for approval are subject to the competitive procurement requirements of Board
 policies DJ District Purchasing and DJC Bidding Requirements and the district's public
 contracting rules.

Code:

KJA

Adopted: Orig. Code:

11/10/03 KJA

Materials Distribution

Requests by individuals or groups to distribute pamphlets, booklets, flyers, brochures and other similar materials to students for classroom use or to take home shall be submitted to the superintendent or designee. Materials and the proposed method of distribution shall be subject to review.

Materials shall be reviewed based on legitimate educational concerns. Such concerns include: the material is or may be defamatory; the material is inappropriate based on the age, grade level and/or maturity of the reading audience; the material is poorly written, inadequately researched, biased or prejudiced; the material contains information that is not factual; the material is not free of racial, ethnic, religious, or sexual bias; or the material contains advertising that violates public school laws, rules and/or policy, is deemed inappropriate for students or that the public might reasonably perceive to bear the sanction or approval of the district.

Building administration shall determine distribution procedures. Such procedures may include:

- 1. Distribution to each student before or after class if materials are not directly related to the instructional goals;
- 2. Notification to students or parents or/legal guardians of the availability of the materials in a specified location if this procedure is deemed less disruptive to the educational process; or
- 3. Solicitation of school-related groups such as parent organizations to distribute materials.

The practice of distributing pamphlets, booklets, flyers, brochures and other similar materials shall be periodically reviewed to ensure that the mere volume of requests has not become an interruptional disruption to the educational process.

END OF POLICY

Legal Reference(s):

ORS 332.107

46 OR. ATTY. GEN. Op. 239 (1989).

Code:

KL

Adopted: Orig. Code: 3/13/18 KL

Public Complaints**

Board members recognize that complaints about schools may be voiced by employees, students, parents of students who attend a school in the district and community members from time-to-time. When such complaints are made to a Board member, the Board member shall refer the person making the complaint to the superintendent or designee. A Board member shall not attempt to respond, review, handle or resolve such complaints as the individual Board member has no authority to do so.

A complaint of retaliation against a student or a student's parent or guardian who in good faith reported information that the student believes is evidence of a violation of state or and federal law, rule or regulation, should be made to the superintendent.

A person may initiate a complaint by discussing the matter with the an appropriate administrator. That administrator shall attempt to resolve the complaint or identify the reasons for not resolving the issue. In the event a complaint is not resolved within 10 working days of initiation of the complaint at the building level, the complaint may file a written complaint with the superintendent within 10 working days of issuance of the decision from the administrator. The superintendent will attempt to resolve the complaint. If the complaint remains unresolved after 10 working days of receipt of the complaint by the superintendent, the complainant may request to place the complaint on the Board agenda at the next regularly scheduled or special Board meeting. Any written complaint bearing the signature of a complainant, and which is presented to the Board, may be considered by the entire Board. A final written decision regarding the complaint shall be made by the Board within 2030 working days from receipt of the complaint request to place the complaint on the Board agenda. The written decision of the Board will be final and will address each allegation in the complaint and reasons for the district's decision. If the Board chooses not to hear the complaint, the superintendent's decision is final. The Board may hold the hearing in executive session if the subject matter qualifies under Oregon law.

The complaint procedure set out above will not be longer than 90 days from the filing date of the original complaint with the administrator.¹

The district may offer mediation or another alternative dispute resolution process as an option if all parties to the complaint agree in writing to participate in such mediation or resolution.

Complaints against the principal shouldmay be filed with the superintendent. The superintendent will attempt to resolve the complaint. If the complaint remains unresolved within 10 working days of receipt by the superintendent, the complainant may request to place the complaint on the Board agenda at the next regularly scheduled or special Board meeting. The Board may use executive session if the subject matter qualifies under Oregon law. The Board shall decide in open session what action, if any, is warranted. A final written decision regarding the complaint shall be issued by the Board within 30 days of receipt of the

¹ The timelines may be extended upon written agreement between both parties.

request to place the complaint on the Board agenda. The written decision of the Board will address each allegation in the complaint and reasons for the district's decision.

Complaints against the superintendent should be referred to the Board chair on behalf of the Board. The Board chair shall present the complaint to the Board. A final written decision regarding the complaint shall be made by the Board within 20 working days from receipt of the complaint. If the Board decides an investigation is warranted, the Board may refer the investigation to a third party. When the investigation is complete, the results will be presented to the Board. The Board may use executive session if the subject matter qualifies under Oregon law. After receiving the results of the investigation, the Board shall decide in open session what action, if any, is warranted. A final written decision regarding the complaint shall be made by the Board within 30 days from receipt of the complaint. The written decision of the Board will address each allegation in the complaint and reasons for the district's decision.

Complaints against the Board as a whole or against an individual Board member should be made to the Board chair on behalf of the Board. The Board chair shall present the complaint to the Board. A final written decision regarding the complaint shall be made by the Board within 20 working days from receipt of the complaint. The written decision of the Board will be final and will address each allegation in the complaint and reasons for the district's decision. If the Board decides an investigation is warranted, the Board may refer the investigation to a third party. When the investigation is complete, the results will be presented to the Board. After receiving the results of the investigation, the Board shall decide in open session what action, if any, is warranted. A final written decision regarding the complaint shall be made by the Board within 30 days from receipt of the complaint. The written decision of the Board will be final and will address each allegation in the complaint and reasons for the district's decision.

Complaints against the Board chair may be made directly to the Board vice chair on behalf of the Board. The Board vice chair shall present the complaint to the Board. A final written decision regarding the complaint shall be made by the Board within 20 working days from receipt of the complaint. The written decision of the Board will be final and will address each allegation in the complaint and reasons for the district's decision. If the Board decides an investigation is warranted, the Board may refer the investigation to a third party. Once the investigation is complete, the results will be presented to the Board. After receiving the results of the investigation, the Board shall decide in open session what action, if any, is warranted. A final written decision regarding the complaint shall be made by the Board within 30 days from receipt of the complaint. The written decision of the Board will be final and will address each allegation in the complaint and reasons for the district's decision.

A complainant must file a complaint within the later of either time limit set below, in accordance with State law:

- 1. Within two years after the alleged violation or unlawful incident occurred or the complainant discovered the alleged violation or unlawful incident. For incidents that are continuing in nature, the time limitation must run from the date of the most recent incident; or
- 2. Within one year after the affected student has graduated from, moved away from or otherwise left the district.

The district's final decision for a complaint processed under this Board policy that alleges a violation of Oregon Administrative Rule (OAR) Chapter 581, Division 22 (Division 22 Standards), ORS 339.285 -to 339.303383 or OAR 581-021-0550 -to 581-021-0570 (Restraint and Seclusion) or ORS 659.852 (Retaliation), will be issued in writing or electronic form. The final decision will address each allegation in HR11/22/19 PH

Public Complaints** – KL

the complaint and contain reasons for the district's decision. If the complainant is a student, parent or guardian of a student attending school in the district or a person that resides in the district, and the complaint is not resolved through the complaint process above, the complainant may have appeal rights with the Deputy sSuperintendent of Public Instruction as outlined in OAR 581 002-00400001 – 581-002-0023.

If the complaint alleges discrimination pursuant to ORS 659.850 or 581-021-0045 or OAR 581-021-0046 (Discrimination) for which the district Board has jurisdiction, and the complaint is not resolved at the local level through administrative regulation AC-AR - Discrimination Complaint Procedure, the complaint may meet the criteria to file an appeal with the superintendent of Public Instruction Oregon Department of Education as outlined inunder OAR 581-021-0049002-0001 – 581-002-0023.

END OF POLICY

Legal Reference(s):

ORS 192.660 ORS 332.107 ORS 659.852

OAR 581-002-0001 - 002-0005

OAR 581-022-2370

Anderson v. Central Point Sch. Dist., 746 F.2d 505 (9th Cir. 1984). Connick v. Myers, 461 U.S. 138 (1983).

Code:

KMB

Adopted: Orig. Code:

8/26/02 KMB

Parent-Teacher Organizations**

The School-Board believes that close cooperation between parents or/legal guardians and teachers serves the best interests of students at all age and grade levels. Therefore, it supports local school parents-teacher organizations.

Members of the various parent teacher clubs shall be treated by district employees as sincerely interested friends of our schools and staunch supporters of public education in this district.

Staff members are encouraged to join the parent-teacher organization at their level of assignment and to actively participate in its program.

Parent-teacher organizations can provide many support services and improve parent-school understanding. Support services can include such things as: room representatives, volunteer assistants, field trip helpers, special fund-raising projects for meeting school enrichment goals, assisting the school-district nurse, organizing special programs for parents and providing for the special-needs of physically disabled or indigent students students.

The School-Board strongly affirms the need of all such organizations to guard against infringing upon the duties and responsibilities of teachers and administrators in managing the classrooms and the schools.

END OF POLICY

Legal Reference(s):

ORS 332.107

Code:

KN

Adopted: Orig. Code:

8/26/13 KN

Relations with Law Enforcement Agencies

The Board recognizes that districtwide cooperation with law enforcement agencies is essential for the protection of staff and students, for maintaining a safe environment in district schools and for safeguarding district property.

Programs and activities designed to enrich district curriculum and to develop and promote good citizenship and a healthy attitude toward law enforcement agencies and officials will be encouraged by the district. Law enforcement participation in such programs and activities is encouraged.

Law enforcement officials may enter school facilities if a crime has been committed on district property or to investigate matters concerning staff and students upon request initiated by either agency officials or by district administrators.

The superintendent will develop administrative regulations to implement this policy, including procedures for handling investigations, administrator requests for assistance and required referrals to law enforcement agencies.

END OF POLICY

Legal Reference(s):

ORS 329.150

ORS 419B.015

ORS 419B.045

Letter Opinion, Office of the Attorney General (August 18, 1986).

Greene v. Camreta, 588 F.3d 1011 (9th Cir. 2009), vacated in part by, remanded by Camreta v. Greene, 131 S. Ct. 2020 (U.S. 2011); vacated in part, remanded by Greene v. Camreta 661 F. 3d 1201 (9th Cir. 2011).

Code:

LBE

Adopted: Orig. Code: 9/12/17 LBE

Public Charter Schools

Public charter schools may be established as a new public school or a virtual public school, from one or more existing public schools in the district or a portion of the school, or from an existing alternative education program. A public charter school may not convert an existing tuition-based private school into a charter school, affiliate itself with a nonpublic sectarian school or religious institution, or encompass all the schools in the district unless the district is composed of only one school.

The district recognizes that public charter schools offer an opportunity to create new, innovative and more flexible ways of educating students in an atmosphere of learning experiences based on current research and development. Public charter schools shall demonstrate a commitment to the mission and diversity of public education while adhering to one or more of the following goals:

- 1. Increase student learning and achievement;
- 2. Increase choices of learning opportunities for students;
- 3. Better meet individual student academic needs and interests;
- 4. Build stronger working relationships among educators, parents and other community members;
- 5. Encourage the use of different and innovative learning methods;
- 6. Provide opportunities in small learning environments for flexibility and innovation;
- 7. Create new professional opportunities for teachers;
- 8. Establish additional forms of accountability for schools; and
- 9. Create innovative measurement tools.

An applicant must submit a complete public charter school proposal that meets the requirements of Oregon law, and includes other information required by the district in the application process.

Public charter schools may be established as a new public school, from an existing public school or a portion of the school or from an existing alternative education program. A public charter school may not convert an existing tuition based private school into a charter school, affiliate itself with a nonsectarian school or religious institution or encompass all the schools in the district unless the district is composed of only one school.

The Board will not approve any public charter school proposal when it is deemed that its value is outweighed by any direct identifiable, significant and adverse impact on the quality of the public education of students residing in the district. To meet the eligibility criteria for Board approval, a public charter school proposal must meet the requirements of Oregon Revised Statutes, Oregon Administrative Rules,

Board policy and regulation. Upon request of the Board, the public charter school applicant must furnish in a timely manner any other information the Board deems relevant and necessary to conduct a complete and good faith evaluation of the public charter school proposal.

The public charter school employer will be determined with each proposal. If the district is the employer, the terms of the current collective bargaining agreement will be examined to determine which parts of the agreement apply. If the district is not the sponsor of the public charter school, the district shall not be the employer and will not collectively bargain with public charter school employees.

The district will determine if it has any vacant or unused or underutilized buildings and make a list of such buildings; buildings. Buildings may be made available for public charter school use, subject to Board approval and Board policy. Approved use may be limited to instructional purposes only. Appropriate use fees will be determined by the Board. Public charter school use outside the district's instructional day will be subject to Board policy KG - Community Use of district Facilities and accompanying administrative regulation.

Public charter school students may, upon request, be allowed to participate in district programs such as physical education, instrumental and vocal music offerings, or other selected options if space and materials are available. Students must adhere to state law, Board policies, regulations and rules concerning conduct and discipline.

Public charter school students in grades K-8 may participate in their resident district's activities that are offered before or after regular school hours. Public charter school students in grades 9-12 may participate in their resident district's available activities that are sanctioned by the Oregon School Activities Association (OSAA) when the requirements found in Oregon law are met.

The district willwill not provide instructional materials, lesson plans, or curriculum guides for use in a public charter school.

The public charter school employer will be determined with each proposal. If the Board is the employer, the terms of the current collective bargaining agreement will be examined to determine which parts of the agreement apply. If the Board is not the sponsor of the public charter school, it shall not be the employer and will not collectively bargain with public charter school employees.

The district will annually by October 1, calculate the number of students residing in the district who are enrolled in a virtual public charter school. When the percentage is more than three percent, the district may choose to not approve additional students for enrollment to a virtual public charter school, subject to the requirements in 581-026-0305(2).

The district is only required to use data that is reasonably available to the district including but not limited to the following for such calculation:

- 1. The number of students residing in the district enrolled in the schools within the district;
- 2. The number of students residing in the district enrolled in public charter schools located in the district;

¹ This does not apply to the Oregon law related to OSAA-sanctioned activity participation.

- 3. The number of students residing in the district enrolled in virtual public charter schools;
- 4. The number of home schooled students who reside in the district and who have registered with the educational service district; and
- 5. The number of students who reside in the district enrolled in private schools located within the school district.

A parent may appeal a decision of a school district to not approve a student for enrollment to a virtual public charter school to the State Board of Education.

The superintendent will develop administrative regulations for public charter schools to include, but not limited to, the proposal process, review, and appeal procedures, procedure and program evaluation, renewal, and termination charter agreement provisions.

END OF POLICY

ORS 327.077	ORS 338	ORS 339.450
ORS 327.109	ORS 339.141	ORS 339.460
ORS 332.107	ORS 339.147	OAR 581-026-0005 - 0710

Code:

LBE-AR

Revised/Reviewed:

Orig. Code(s):

LBE

Public Charter Schools

1. Definitions

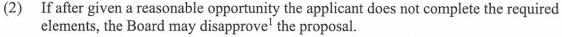
- a. "Applicant" means any person or group that develops and submits a written proposal for a public charter school to the district.
- b. "Public charter school" means an elementary or secondary school offering a comprehensive instructional program operating under a written agreement entered into between the district and an applicant.
- c. "Virtual public charter school" means a public charter school that provides online courses, but does not primarily serve students in a physical location as described in Oregon Administrative Rule (OAR) 581-026-0300.
- d. "Remote and necessary school district" means a school district that offers kindergarten through grade 12 and has: (a) an average daily membership (ADM), as defined in Oregon Revised Statute (ORS) 327.006, in the prior fiscal year of less than 110; and (b) a school that is located, by the nearest traveled road, more than 20 miles from the nearest school or from a city with a population of more than 5,000.
- e. "Sponsor" means the district or Board.

2. Proposal Process

- a. An applicant will issue a written statement of its intent to submit a proposal not less than 30 days prior to the submission date outlined below.
- b. An applicant shall submit a complete proposal for sponsorship of a public charter school by the Board, including items outlined in ORS 338.045, and any additional requirements as are required in the Board's application for sponsorship, to the district office no less than 180 days prior to the proposed starting date of the proposed public charter school. The applicant shall also submit a copy of the same proposal to the State Board of Education.
- c. The district will complete the review process as outlined in Section 3 below.
- d. As part of the proposal, each member of the proposed public charter school's governing body must provide an acknowledgment of understanding of the standards of conduct and the liabilities of a director of a nonprofit organization, as described in ORS Chapter 65, if the public charter school is organized as required by ORS 338.035(2)(a)(B) and (C).

3. Proposal Review Process

- a. Within 30 business days of receipt of a proposal, the district will notify the applicant as to the completeness of the proposal.
 - (1) If the Board determines the proposal is incomplete, the district will identify the specific elements of the proposal that are not complete and provide the applicant with a reasonable opportunity, as determined by the Board, to complete the proposal.



- (3) An applicant, who has had a proposal disapproved pursuant to section (2) may appeal the Board's decision to the State Board of Education within 30 days of the disapproval.
- (4) A good faith disapproval is not a denial for purposes of requesting a review by the State Board of Education under ORS 338.075.
- b. Within 60 days after the receipt of a completed proposal, or a final order issued by the Superintendent of Public Instruction remanding the proposal to the Board for consideration following a decision on an appeal, the Board shall hold a public hearing on the provisions of the public charter school proposal.
- c. The Board must evaluate a proposal in good faith using the following criteria:
 - (1) The demonstrated sustainable support for the proposed charter school by teachers, parents, students and other community members, including comments received at the public hearing;
 - (2) The demonstrated financial stability of the proposed public charter school including the demonstrated ability of the school to have a sound financial management system that
 - (3) is in place at the time the school begins operating and meets requirements of ORS 338.095(1);
 - (4) The capability of the applicant, in terms of support and planning, to provide comprehensive instructional programs;
 - (5) The capability of the applicant, in terms of support and planning, to provide comprehensive instructional programs to students identified as academically low achieving;
 - (6) The adequacy of the information provided as required in the proposal criteria;
 - (7) Whether the value of the public charter school is outweighed by any directly identifiable, significant and adverse impact² on the quality of the public education of students residing in the district in which the public charter school will be located.
 - (8) Whether there are arrangements for any necessary special education and related services for students with disabilities;
 - (9) Whether there are alternative arrangements for students, teachers and other school employees who choose not to attend or who choose not to be employed by the public charter school; and
 - (10) The prior history, if any, of the applicant in operating a public charter school or in providing educational services.
- d. The Board must either approve or deny the proposal within 30 days of the public hearing. Written notice of the Board's action shall be sent to the applicant by the district.
 - (1) If approved, the applicant shall also submit a copy of the approval to the State Board of Education.
 - (2) If denied, the notice must include the reasons for the denial with suggested remedial measures. The Board shall provide a reasonable opportunity for the applicant to amend

¹ The term "disapprove" is used for a proposal that is rejected due to being incomplete. See ORS 338.055(1)(c).

² A determination of whether an impact is directly identifiable, significant and adverse may include, but is not limited to student enrollment, student-teacher ratios, staff with requisite licensure or endorsement, student learning and performance, specialty programs, financial considerations, and maintenance capabilities.

and resubmit the proposal. The Board must either approve or deny the resubmitted proposal within 30 days of receipt. The Board may, with good cause, request an extension in the approval process timelines from the State Board of Education.

e. If the Board denies the resubmitted proposal, the process ends. An applicant whose resubmitted proposal is not approved by the Board may request a review of that decision to the State Board of Education within 30 days of the disapproval.

4. Terms of the Charter Agreement

- a. Upon the approval of a proposal by the Board, the applicant, in cooperation with the district, must prepare and execute a written charter agreement, subject to Board approval, which shall act as the legal authorization for the establishment of the public charter school.
- b. The charter agreement shall be legally binding and must be in effect for a period of not more than five years but may be renewed by the Board.
- c. The Board and the public charter school may amend a charter agreement through joint agreement.
- d. The agreement shall incorporate the elements of the approved proposal, will address the requirements outlined in OAR 581-026-0100(2) and any additional requirements that may apply to the public charter school including, but not limited to, the following:
 - (1) Pregnant and parenting students (ORS 336.640);
 - (2) English language learners (ORS 336.079);
 - (3) Student conduct (ORS 339.250);
 - (4) Alcohol and drug abuse policy and plan (ORS 336.222);
 - (5) Oregon Report Card (ORS 329.115);
 - (6) Employment status of public charter school employees pursuant to ORS 338.135;
 - (7) Student enrollment, application procedures and whether the public charter school will admit nonresident students and on what basis pursuant to ORS 338.125.³
 - (8) Transportation of students shall comply with ORS 338.145;
 - (9) The plan for performance bonding or insuring the public charter school sufficient to protect the public charter school and the district from loss and liability and comply with Oregon law. Documentation shall be submitted prior to agreement approval.
- e. If the district and the public charter school enter a cooperative agreement with other school districts for the purpose of forming a partnership to provide educational services, then the agreement must be incorporated into the charter of the public charter school.

³ Student enrollment shall be voluntary. A public charter school may not limit student enrollment based on ethnicity, national origin, race, religion, disability, sex, sexual orientation, gender identity, income level, the terms of an individualized education program, proficiency in the English language or athletic ability but may limit admission within a given age group or grade level. A public charter school must select students through an equitable lottery selection process if the number of student applicants exceeds the capacity of a program, class, grade level or building. A public charter school may implement a weighted lottery that favors historically underserved students and may give priority for admission to students when in accordance with ORS 338.125(3)(c) (as amended by HB 2954 (2021)).

5. Public Charter School Operation



The public charter school shall operate at all times in accordance with the laws and rules governing public charter school operation in the state of Oregon, including but not limited to ORS Chapter 338 and applicable OAR Chapter 581 Division 22, and the charter agreement.

b. Upon application by the public charter school, the State Board of Education may grant a waiver of certain public charter school law provisions if the waiver promotes the development of programs by providers, enhances the equitable access by underserved families to the public education of their choice, extends the equitable access to public support by all students or permits high quality programs of unusual cost. This waiver request must specify the reasons the public charter school is seeking the waiver and further requires the public charter school to notify the sponsor if a waiver is being considered.

6. Virtual Public Charter School Operation

In addition to the other requirements for a public charter school, a virtual public charter school must comply with additional requirements pursuant to ORS 338.120.

7. Charter Agreement Review

- a. The public charter school shall report at least annually on the performance of the school and its students to ODE and the district.
- b. The public charter school shall be audited annually in accordance with the Municipal Audit Law. After the audit, the public charter school shall forward a copy of the annual audit to ODE and the following to the sponsoring district:
 - (1) A copy of the annual audit;
 - (2) Any statements from the public charter school that show the results of operations and transactions affecting the financial status of the public charter school during the preceding annual audit period for the school; and
 - (3) A balance sheet containing a summary of the assets and liabilities of the public charter school as of the closing date of the preceding annual audit period for the school.
- c. The district may request at any time an acknowledgment from each member of the public charter school board that the member understands the standards of conduct and liabilities of a director of a nonprofit organization, as those standards and liabilities are described in ORS Chapter 65.
- d. The public charter school shall submit to the district quarterly financial statements that reflect the school's financial operations. The report shall include, but not be limited to, revenues, expenditures, loans and investments.

8. Authorizing Duties

- a. The district shall ensure at all times that both the public charter school and the district are in compliance with the charter agreement, as per ORS 338.065(2).
- b. The district shall conduct:
 - (1) A comprehensive annual visit to the public charter school and written evaluation of the charter school's program, which should include an audit of the public charter school's academic, financial, and operational performance.

- (2) A review of public charter school staff credentials to ensure that public charter school staff are properly licensed and/or registered with TSPC.
- (3) A collection and review of all deliverables specified in the agreement.
- (4) A review of data to ensure the public charter school is making progress on reasonable, measurable written goals for academic, financial, and operational performance.
- (5) A review to ensure the public charter school is providing appropriate services to students who qualify, e.g., English learner supports.

9. Complaints Heard by the Charter School Board

A final decision reached by a public charter school board sponsored by the district for a complaint that alleges a violation of ORS 339.285 - 339.303 or OAR 581-021-0550 - OAR 581-021-0570 (Restraint or Seclusion), ORS 659.850 (Discrimination), ORS 659.852 (Retaliation), or applicable OAR Chapter 581, Division 22 (Division 22 Standards), is recognized as the final decision regarding this complaint⁴ by the Board of Dallas School District. A final decision may be appealed to the Oregon Department of Education under OAR 581-002-0003 - 581-002-0005.

10. Charter School Renewal

- a. The first renewal of a charter agreement shall be for the same time period as the initial charter. Subsequent renewals of a charter agreement shall be for a minimum of five years but may not exceed 10 years.
- b. The Board and the public charter school shall follow the timeline listed below, unless a different timeline has been agreed upon by the Board and the public charter school:
 - (1) The public charter school board shall submit a written renewal request to the Board for consideration at least 180 days prior to the expiration of the charter agreement;
 - (2) Within 45 days after receiving a written renewal request from a public charter school, the Board shall hold a public hearing regarding the renewal request;
 - (3) Within 30 days after the public hearing, the Board shall approve the charter renewal or state in writing the reasons for denying charter renewal;
 - (4) If the Board approves the charter renewal, the district and the public charter school shall negotiate a new charter agreement within 90 days unless the district and the public charter school agree to an extension of the time period. Notwithstanding the time period specified in the charter agreement, an expiring charter agreement shall remain in effect until a new charter agreement is negotiated;
 - (5) If the Board does not renew the charter agreement, the public charter school board may address the reasons stated for denial of the renewal and any remedial measures suggested by the district and submit a revised request for renewal to the Board;
 - (6) If the Board does not renew the charter agreement based on the revised request for renewal the public charter school may appeal the Board's decision to the State Board of Education for a review of whether the Board used the process required by Oregon law in denying the charter agreement renewal pursuant to ORS 338.065(6).
 - (7) The Board shall base the charter agreement renewal decision on a good faith evaluation pursuant to ORS 338.065(8) and shall base the renewal evaluation described primarily on a review of the public charter school's annual performance reports, annual audit of

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⁴ The public charter school board is given this authority by the district Board as established by Board policy.

accounts and annual site visit and review as required by ORS 338.095 and any other information mutually agreed upon by the public charter school board and the Board.



For purposes of this section, the phrase "good faith evaluation" means an evaluation of all criteria required by ORS 338.065 resulting in a conclusion that a reasonable person would come to who is informed of the law and the facts before that person.

11. Charter School Termination

- a. The public charter school may be terminated by the Board for any of the following reasons:
 - (1) Failure to meet the terms of an approved charter agreement or any requirement of ORS Chapter 338 unless waived by the State Board of Education.
 - (2) Failure to meet the requirements for student performance as outlined in the charter agreement.
 - (3) Failure to correct a violation of federal or state law that is described in ORS 338.115.
 - (4) Failure to maintain insurance as described in the charter.
 - (5) Failure to maintain financial stability.
 - (6) Failure to maintain, for one or more consecutive years, a sound financial management system described in the proposal submitted under ORS 338.045 and incorporated into the written charter under ORS 338.065.
 - (7) Failure to maintain the health and safety of the students.
- b. If a public charter school is terminated by the Board for any reason listed in sections a.(1) through a.(6) above, the following shall occur:
 - (1) The Board shall give the public charter school board, at least 60 days prior to the proposed effective date of termination, written notification of its decision which shall state the grounds for termination.
 - (2) If the grounds for termination include failure to maintain financial stability or failure to maintain a sound financial management system, the Board and the public charter school may agree to develop a plan to correct deficiencies. The plan to correct deficiencies will follow a process outlined in ORS 338.105.
 - (3) The public charter school may request a hearing with the Board in relation to a termination or a plan to correct deficiencies. The request must be made in writing and delivered to the business address of the district.
 - (4) Following a hearing, a decision reached by the Board to terminate may be appealed by the public charter school to the State Board of Education.
- c. The Board may terminate a charter immediately and close the public charter school for endangering the health or safety of the students enrolled in the public charter school under ORS 338.105(4):
 - (1) A public charter school board may request, in writing and delivered to the business address of the district, a hearing with the Board.
 - (2) Within 10 days of receiving the request for a hearing, the Board must hold a hearing on the termination.
 - (3) If the Board acts to terminate the charter following the hearing, the public charter school may appeal the decision reached by the Board to the State Board of Education.

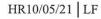
(4) The public charter school will remain closed during the appeal process at the discretion of the Board unless the State Board of Education orders the Board not to terminate and to re-open the public charter school.

If the charter agreement is terminated or a public charter school is closed or dissolved by the governing body of the public charter school, it shall be done only at the end of a semester and the public charter school board shall notify the district at least 180 days prior to the proposed effective date of the termination, closure or dissolution. Such notice must be made in writing and be delivered to the business address of the district.

e. If a charter agreement is terminated or a public charter school is dissolved, assets that were obtained with grant funds will be dispersed according to the terms of the grant. If the grant is absent any reference to ownership or distribution of assets of a terminated, closed or dissolved public charter school, all assets will be given to the State Board of Education for disposal.

Corrected 4/13/23

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Code: Adopted: **LBEA**

Resident Student Denial for Virtual Public Charter School Attendance**

The district will annually, by October 1, calculate the percentage of the number of students residing in the district, who are enrolled in a virtual public charter school not sponsored by the district. When the established percentage is more than three percent, the district will not approve additional students enrollment to a virtual public charter school, subject to the requirements in Oregon Administrative Rule (OAR) 581-026-0305(2).

The district may send a notice of approval or disapproval to a parent¹ of a student who has sent a notice to the district of intent to enroll the student in a virtual public charter school not sponsored by the district (See OAR 581-026-0305(3)). The district may respond with an approval or disapproval to a parent within eight business days of receipt of the notice from the parent.

The district is only required to use data that is reasonably available to the district, including but not limited to the following for such calculation:

- 1. The number of students residing in the district enrolled in the schools within the district;
- 2. The number of students residing in the district enrolled in public charter schools located in the district;
- 3. The number of students residing in the district enrolled in virtual public charter schools;
- 4. The number of home-schooled students who reside in the district and who have registered with the educational service district; and
- 5. The number of students who reside in the district enrolled in private schools located within the school district.

A parent may appeal a decision of a district to not approve a student enrollment to a virtual public charter school to the State Board of Education under OAR 581-026-0310.

END OF POLICY

Legal Reference(s):

ORS 332.107 ORS 338.125 OAR 581-026-0305 OAR 581-026-0310

¹ "Parent" means parent, legal guardian or person in "parental relationship" as defined in Oregon Revised Statute (ORS) 339.133.

Code:

DD

Adopted:

2/25/13

Orig. Code(s):

DD

Grant Funding Proposals and Applications

The Board has as its primary mission the education of district students according to adopted goals and objectives. To this end all legal and worthwhile financial resources will be pursued.

Grants-in-aid may become available from the federal or state government or private sources. The district will pursue those grants that will assist the district in meeting the adopted goals and objectives of the current curriculum or will create facilities, purchase equipment or otherwise assist in implementing such programs as the Board has previously considered/approved.

The Board directs that each presentation regarding the pursuit of outside funding includes the obligations, expectations or encumbrances which will exist when the grant or other outside funding ceases.

The Board will consider the above criteria as it acts upon requests for grants,; will expect a recommendation from the superintendent and a full explanation of all aspects of the proposal before approving any application.

The Board reaffirms its veto power over all grants prior to actual acceptance of funds.

END OF POLICY

Legal Reference(s):

ORS 294.305 to -294.565

ORS 332.075

Corrected 8/09/22; Corrected 8/28/23

Code:

DD-AR

Revised/Reviewed:

1/28/13

Orig. Code:

DD-AR

Grant Applications and Procedures

"Grants:" means Ffinancial or material goods given to the district with requirements, including but not limited to, year-end reports or documentation of use of the gifts from the granteor after the time the grant is received.

Grant Application Procedures

When a district staff member wants to apply for grant funds, he/shethe staff member will complete the district's Grant Application Notification Form and submit to the building administrator for approval. The district's form and copy of the grant application will be sent to the superintendent's office. Both documents must be received by the superintendent's office at least one week in advance for of the grant application's deadline. If approved by the staff member's supervisor, applications for grants may proceed while the notification form is being processed in the district office.

Grants may be accepted for the district only by the Board, the superintendent, or the superintendent's designee.

The financial management of all grants above \$5,000 and above will be coordinated at the district office. The business department office will coordinate the fiscal reporting associated with the receipt and distribution of grant funds. If the grant is less than \$5,000, the grant may be managed either at the building level or at the district office.

The district's Grant Application Notification Form will include the following information:

- 1. The grantor;
- 2. The grant's deadline, expected date of notification and expected date of award;
- 3. The name of the project coordinator;
- Description of request;
- 5. Signature of principal or supervisor;
- 6. Statement indicating how the grant aligns with state, district and school goals;
- 7. Description of district obligations if grant is awarded.

Based on information presented in the Grant Application Notification Form, the superintendent or designee will determine whether a grant application will proceed.

Grants Requiring District Funds

Some grant programs require the district to provide matching funds or other in-kind contributions. Even though no money may be budgeted for this purpose in the regular budget, the district recognizes this may be an appropriate use of district funds. Staff members seeking funds for grants must contact the district business director and other appropriate administrators office to identify possible sources of funds in existing accounts for matching grant programs.

Procedures for Receipt of Grant Awards

When notice of a grant's award or denial is received, a copy of the notification letter and all accompanying documents will be forwarded to the superintendent or designeedistrict office and submitted to the business office to be retained on file in the instruction department. The superintendent or designee will forward notification of grant awards to the business office.

The superintendent and/or superintendent-designee may approve supplementary awards and subsequent detailed budgets for grant projects previously approved by the Board.

The business department office will prepare and retain copies of all fiscal reports or documents required by a funding agency.

The project coordinator will be responsible for monitoring budgets and making sure that the expenditure of project funds is in accordance with funding regulations.

The project coordinator will maintain monthly bookkeeping records of project expenditures and other nonfiscal records required by the funding agency.

Finances and materials purchased with grant funds that are received by district employees as a result of their employment are the property of the district.

uCorrected 8/09/22; Corrected 8/28/23

Code:

GBN/JBA

Adopted:

9/08/14

Revised/Readopted:

1/09/23

Orig. Code(s):

GBN/JBA

Sexual Harassment

The district is committed to eliminating sexual harassment. Sexual harassment will not be tolerated in the district. All students, staff members and other persons are entitled to learn and work in an environment that is free of harassment. All staff members, students and third parties are subject to this policy. Any person may report sexual harassment.

The district processes complaints or reports of sexual harassment under Oregon Revised Statute (ORS) 342.700 et. al. and federal Title IX laws found in Title 34 C.F.R. Part 106. Individual complaints may require both of these procedures, and may involve additional complaint procedures.

General Procedures

When information, a report or complaint regarding sexual harassment is received by the district, the district will review such information, report or complaint to determine which law applies and will follow the appropriate procedures. When the alleged conduct could meet both of the definitions in ORS Chapter 342 and Title IX, both complaint procedures should be processed simultaneously (see GBN/JBA-AR(1) - Sexual Harassment Complaint Procedure and GBN/JBA-AR(2) - Federal Law (Title IX) Sexual Harassment Complaint Procedure). The district may also need to use other complaint procedures when the alleged conduct could meet the definitions for other complaint procedures.

OREGON DEFINITION AND PROCEDURES

Oregon Definition

Sexual harassment of students, staff members or third parties¹ shall include:

- 1. A demand or request for sexual favors in exchange for benefits;
- 2. Unwelcome conduct of a sexual nature that is physical, verbal, or nonverbal and that:
 - a. Interferes with a student's educational activity or program;
 - b. Interferes with a school or district staff member's ability to perform their job; or
 - c. Creates an intimidating, offensive or hostile environment.
- 3. Assault when sexual contact occurs without the student's, staff member's or third party's consent because the student, staff member of third party is under the influence of drugs or alcohol, is unconscious or is pressured through physical force, coercion or explicit or implied threats.

Sexual harassment does not include conduct that is necessary because of a job duty of a school or district staff member or because of a service required to be provided by a contractor, agent, or volunteer, if the

¹ "Third party" means a person who is not a student or a school or district staff member and who is: 1) on or immediately adjacent to school grounds or district property; 2) At a school-sponsored activity or program; or 3) Off school grounds or district property if a student or a school or district staff member acts toward the person in a manner that creates a hostile environment for the person while on school or district property, or at a school- or district-sponsored activity.

conduct is not the product of sexual intent or a person finding another person, or another person's action, offensive because of that other person's sexual orientation or gender identity.

Examples of sexual harassment may include, but not be limited to, physical touching or graffiti of a sexual nature; displaying or distributing of sexually explicit drawings; pictures and written materials; sexual gestures or obscene jokes; touching oneself sexually or talking about one's sexual behaviors in front of others; or spreading rumors about or rating other students or others as to appearance, sexual activity or performance.

Oregon Procedures

Reports and complaints of sexual harassment should be made to <u>any administrator at a school building or to either of the following individual(s)</u>:

Name	Position	Phone	Email .
Rachel Alpert	Director of HR	503-623-5594	compliance.officer@dsd2.org
Ron Snively ²	Title IX Coordinator	503-623-8336	compliance.officer@dsd2.org

These individual(s) are responsible for accepting and managing complaints of sexual harassment. Persons wishing to report should contact them using the above information. See GBN/JBA-AR(1) - Sexual Harassment Complaint Procedure.

Response

Any staff member who becomes aware of behavior that may violate this policy shall immediately report to a district official. The district official (with coordination involving the reporting staff member when appropriate) will take any action necessary to ensure the:

- 1. Student is protected and to promote a nonhostile learning environment;
- 2. Staff member is protected and to promote a nonhostile work environment; or
- 3. Third party who is subjected to the behavior is protected and to promote a nonhostile environment.

This includes providing resources for support measures to the student, staff member or third party who was subjected to the behavior and taking any actions necessary to remove potential future impact on the student, staff member or third party, but are not retaliatory against the student, staff member or third party being harassed or the person who reported to the district official.

Any student or staff member who feels they are a victim of sexual harassment are encouraged to immediately report their concerns to district officials, this includes officials such as the principal, compliance officer or superintendent. Students may also report concerns to a teacher, counselor or school nurse, who will promptly notify the appropriate district official.

Investigation

All reports and complaints about behavior that may violate this policy shall be investigated. The district may use, but is not limited to, the following means for investigating incidents of possible harassment:

1. Interviews with those involved;

² This person's position is also the athletic director in the district.

- 2. Interviews with witnesses;
- 3. Review of video surveillance;
- 4. Review of written communications, including electronic communications;
- 5. Review of any physical evidence; and
- 6. Use of third-party investigator.

The district will use a reasonable person standard when determining whether a hostile environment exists. A hostile environment exists if a reasonable person with similar characteristics and under similar circumstances would consider the conduct to be so severe as to create a hostile environment.

The district may take, but is not limited to, the following procedures and remedial action to address and stop sexual harassment:

- 1. Discipline of staff and students engaging in sexual harassment;
- 2. Removal of third parties engaged in sexual harassment;
- 3. Additional supervision in activities;
- 4. Additional controls for district electronic systems;
- 5. Trainings and education for staff and students; and
- 6. Increased notifications regarding district procedures and resources.

When a student or staff member is harassed by a third party, the district will consider the following:

- 1. Removing that third party's ability to contract or volunteer with the district, or be present on district property;
- 2. If the third party works for an entity that contracts with the district, communicating with the third party's employer;
- 3. If the third party is a student of another district or school, communicate information related to the incident to the other district or school;
- 4. Limiting attendance at district events; and
- 5. Providing for additional supervision, including law enforcement if necessary, at district events.

No Retaliation

Retaliation against persons who initiate complaint or otherwise report sexual harassment or who participate in an investigation or other related activities is prohibited. The initiation of a complaint, reporting of behavior, or participation in an investigation, in good faith about behavior that may violate this policy may not adversely affect the:

1. Educational assignments or educational environment of a student or other person initiating the complaint, reporting the behavior, or participating in the investigation; or

2. Any terms or conditions of employment or of work or educational environment of a school or district staff member or other person initiating the complaint, reporting the behavior, or participating in the investigation.

Students who initiate a complaint or otherwise report harassment covered by the policy or who participate in an investigation may not be disciplined for violations of the district's drug and alcohol policies that occurred in connection with the reported prohibited conduct and that were discovered because of the report or investigation, unless the student gave another person alcohol or drugs without the person's knowledge and with the intent of causing the person to become incapacitated and vulnerable to the prohibited conduct.

Notice

When a person³ who may have been affected by this policy files a complaint or otherwise reports behavior that may violate the policy, the district shall provide written notification to the following:

- 1. Each reporting person;
- 2. If appropriate, any impacted person who is not a reporting person;
- 3. Each reported person; and
- 4. Where applicable, a parent or legal guardian of a reporting person, impacted person, or reported person.

The written notification must include⁴:

- 1. Name and contact information for all person designated by the district to receive complaints;
- 2. The rights of the person that the notification is going to;
- 3. Information about the internal complaint processes available through the school or district that the student, student's parents, staff member, person or person's parent who filed the complaint may pursue, including the person designated for the school or district for receiving complaints and any timelines.
- 4. Notice that civil and criminal remedies that are not provided by the school or district may be available to the person through the legal system and that those remedies may be subject to statutes of limitation;
- 5. Information about services available to the student or staff member through the school or district, including any counseling services, nursing services or peer advising;
- 6. Information about the privacy rights of the person and legally recognized exceptions to those rights for internal complaint processes and services available through the school or district;
- 7. Information about, and contact information for, services and resources that are available to the person, including but not limited to:
 - a. For the reporting person, state and community-based resources for persons who have experienced sexual harassment; or

³ Student, staff member, or third party, or if applicable, the student or third party's parent. If the person is a minor, the district should consider when to contact the person's parent.

⁴ Remember confidentiality laws when providing any information.

- b. For the reported persons, information about and contact information for state and community-based mental health services.
- 8. Notice that students who report about possible prohibited conduct and students who participate in an investigation under this policy may not be disciplined for violations of the district's drug and alcohol policies that occurred in connection with the reported prohibited conduct and that were discovered as a result of a prohibited conduct report or investigation unless the student gave another person alcohol or drugs without the person's knowledge and with the intent of causing the person to become incapacitated and vulnerable to the prohibited conduct; and
- 9. Prohibition of retaliation.

Notification, to the extent allowable under state and federal student confidentiality laws, must be provided when the investigation is initiated and concluded. The notification at the conclusion must include whether a violation of the policy was found to have occurred.

The notice must:

- 1. Be written in plain language that is easy to understand;
- 2. Use print that is of a color, size and font that allows the notification to be easily read; and
- 3. Be made available to students, students' parents, staff members and member of the public at each office, at the district office and on the website of the school or district.

Oregon Department of Education (ODE) Support

The ODE will provide technical assistance and training upon request.

FEDERAL DEFINITION AND PROCEDURES

Federal Definition

Sexual harassment means conduct on the basis of sex that satisfies one or more of the following:

- 1. An employee of the district conditioning the provision of an aid, benefit, or service of the district on an individual's participation in unwelcome sexual conduct;
- 2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's education program or activity⁵;
- 3. "Sexual assault": an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation;
- 4. "Dating violence": violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim and where the existence of such a relationship shall be determined based on a consideration of the length of the relationship, the type of relationship and the frequency of interaction between the persons involved in the relationship;
- 5. "Domestic Violence": felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in

⁵ "Education program or activity" includes locations, events, or circumstances over which the recipient exercised substantial control over both the respondent and the context in which the sexual harassment occurs." (Title 34 C.F.R. § 106.44(a))

common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction; or

6. "Stalking": engaging in a course of conduct directed at a specific person that would cause a reasonable person fear for the person's own safety or the safety of others, or suffer substantial emotional distress.

This definition only applies to sex discrimination occurring against a person who is a subject of this policy in the United States. A district's treatment of a complainant or a respondent in response to a formal complaint of sexual harassment may constitute discrimination on the basis of sex under Title IX.

Federal Procedures

The district will adopt and publish grievance procedures that provide for the prompt and equitable resolution of the student and employee complaints alleging any action that would be prohibited by this policy. See GBN/JBA-AR(2) - Federal Law (Title IX) Sexual Harassment Complaint Procedure.

Reporting

Any person may report sexual harassment. This report may be made in person, by mail, by telephone, or by electronic mail, or by any other means that results in the Title IX Coordinator receiving the person's verbal or written report. The report can be made at any time.

The athletic director is designated as the Title IX Coordinator and can be contacted at 503-623-8336. The Title IX Coordinator will coordinate the district's efforts to comply with its responsibilities related to this AR. The district prominently will display the contact information for the Title IX Coordinator on the district website and in each handbook.

Response

The district will promptly respond to information, allegations or reports of sexual harassment when there is actual knowledge of such harassment, even if a formal complaint has not been filed.⁶ The district shall treat complainants and respondents equitably by providing supportive measures⁷ to the complainant and by following a grievance procedure⁸ prior to imposing any disciplinary sanctions or other actions that are not supportive measures against a respondent. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.

The Title IX Coordinator must promptly contact the complainant to discuss the availability of supportive measures, consider the complainant's wishes, with respect to supportive measures, inform the complainant

⁶ (Title 34 C.F.R. §106.44(a)) Response cannot be deliberately indifferent. A recipient is deliberately indifferent only if its response to sexual harassment is clearly unreasonable in light of the known circumstances.

⁷ (Title 34 C.F.R. § 106.44(a)) Supportive measures means non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to the recipient's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the district's educational environment, or deter sexual harassment. ⁷ The district must maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of the recipient to provide supportive measures. (Title 34 C.F.R. § 99.30(a))

⁸ This grievance procedure must meet the requirements of Title 34 C.F.R. § 106.45 (included in accompanying administrative regulation, *see* GBN/JBA-AR(2) - Federal Law (Title IX) Sexual Harassment Complaint Procedure).

of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint.⁹

If after an individualized safety and risk analysis, it is determined that there is an immediate threat to the physical health or safety of any person, an emergency removal of the respondent can take place.¹⁰ The district must provide the respondent with notice and an opportunity to challenge the decision immediately following the removal. A non-student employee may also be placed on non-disciplinary administrative leave pending the grievance process.

Notice

The district shall provide notice to all applicants for admission and employment, students, parents or legal guardians, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the district of the following:

- 1. The name or title, office address, electronic mail address, and telephone number of the Title IX Coordinator(s);
- 2. That the district does not discriminate on the basis of sex in the education program or activity that it operates, as required by Title IX. This includes admissions and employment; and
- 3. The grievance procedure and process, how to file a formal complaint of sex discrimination or sexual harassment, and how the district will respond.

Inquiries about the application to Title IX and its requirements may be referred to the Title IX Coordinator or the Assistant Secretary¹¹, or both.

No Retaliation

Neither the district or any person may retaliate¹² against an individual for reporting, testifying, providing evidence, being a complainant, otherwise participating or refusing to participate in any investigation or process in accordance with this procedure. The district must keep confidential the identity of parties and participating persons, except as disclosure is allowed under Family Educational Rights and Privacy Act (FERPA), as required by law, or to carry out the proceedings herein. Complaints of retaliation may be filed using these procedures.

Charging an individual with a code of conduct violation for making a materially false statement in bad faith in the course of a grievance proceeding does not constitute retaliation.

Publication

This policy shall be made available to students, parents of students and staff members. This policy shall be prominently published in the student handbook and on the district website. This policy shall also be made available at each school office and at the district office. The district shall post this policy on a sign in all grade 6 through 12 schools, on a sign that is at least 8.5 inches by 11 inches in size. A copy of the policy

⁹ The Title IX Coordinator may also discuss that the Title IX Coordinator has the ability to file a formal complaint.

¹⁰ The district may still have obligations under Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act of 1973 or the American with Disabilities Act (ADA). (Title 34 C.F.R. § 106.44(c))

¹¹ Of the United Stated Department of Education.

¹² Retaliation includes, but is not limited to, intimidation, threats, coercion, and discrimination.

will be made available to any student, parent of a student, school or district staff member, or third party upon request.

END OF POLICY

Legal Reference(s):

ORS 243.706	ORS 342.850	ORS 659A.030
ORS 332.107	ORS 342.865	OAR 581-021-0038
ORS 342.700	ORS 659.850	OAR 584-020-0040
ORS 342.704	ORS 659A.006	OAR 584-020-0041
ORS 342.708	ORS 659A.029	

Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d (2018).

Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e (2018).

Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681-1683 (2018); Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 34 C.F.R. Part 106 (2020).

Bartsch v. Elkton School District, FDA-13-011 (March 27, 2014).

Code:

GBN/JBA-AR(1)

Revised/Reviewed:

1/09/23

Orig. Code(s):

GBN/JBA-AR

Sexual Harassment Complaint Procedure

Reports and complaints of sexual harassment should be made to <u>any administrator at a school building or to either of the following individual(s)</u>:

Name Position Phone Email

Rachel Alpert Director of HR 503-623-5594 compliance.officer@dsd2.org

Ron Snively¹ Title IX Coordinator 503-623-8336 compliance.officer@dsd2.org

The district official receiving the complaint shall issue the required written notice as outlined under Oregon Procedures in Board policy GBN/JBA - Sexual Harassment.

Step 1 The district official receiving the report or complaint shall promptly initiate an investigation using procedures and standards, including but not limited to, those identified in Board policy GBN/JBA - Sexual Harassment and will notify the complainant or reporting person, any impacted person who is not a reporting person (if appropriate), each reported person, and where applicable the parents of a reporting person, impacted person, or reported person, when such investigation is initiated. The official will arrange such meetings as may be necessary to discuss the issue with all concerned parties within 10 working days after receipt of the report or complaint. The parties will have an opportunity to submit evidence and a list of witnesses. All findings of the investigation shall be reduced to writing. The official conducting the investigation shall notify the parties in writing that the investigation is concluded and if a violation of the policy was found to have occurred to the extent allowable by law within 30 days of receipt of the report or complaint.

A copy of the required written notice(s) and the date and details of notification of the notice of investigation and results of the investigation, together with any other documentation related to the sexual harassment incident, including disciplinary action taken or recommended, shall be forwarded to the superintendent.

- Step 2 If a complainant is not satisfied with the decision at Step 1, the complainant may submit a written appeal to the superintendent or designee. Such appeal must be filed within 10 working days after receipt of the Step 1 decision. The superintendent or designee will arrange such meetings with the complainant and other affected parties as deemed necessary to discuss the appeal within 5 working days of receipt of the appeal. The superintendent or designee shall provide a written decision to the complainant within 10 working days.
- Step 3 If a complainant is not satisfied with the decision at Step 2, the complainant may submit a written appeal to the Board. Such appeal must be filed within 10 working days after receipt of

¹ This person is also as the athletic director in the district.

the Step 2 decision. The Board will review the decision of the superintendent or designee in a public meeting to determine what action is appropriate. The Board may use executive session if the subject matter qualifies under Oregon law. Appropriate action may include, but is not limited to, holding a hearing, requesting additional information, and adopting the superintendent's or designee's decision. All parties involved, including the school administration, may be asked to attend a hearing for the purposes of making further explanations and clarifying the issues. The Board shall provide a written decision to the complainant within 30 working days following receipt of the appeal.

If the Board chooses not to hear the complaint, the superintendent's or designee's decision in Step 2 is final².

The superintendent is authorized to amend these procedures (including timelines) when the superintendent feels it is necessary for the efficient handling of the complaint. Notice of any amendments will be promptly provided to the parties.

Complaints against the principal may start at Step 2 and may be filed with the superintendent or designee. The superintendent or designee will cause the required notices to be provided. The superintendent or designee will investigate the complaint and will notify the parties in writing that the investigation is concluded and if a violation of the policy was found to have occurred to the extent allowable by law. If the complaint remains unresolved within 10 working days of receipt by the superintendent or designee, the complainant may appeal to the Board in Step 3.

Complaints against the superintendent or a Board member (other than the Board chair) may start at Step 3 and should be referred to the Board chair on behalf of the Board. The Board chair will cause required notices to be provided. The Board chair shall present the complaint to the Board. The Board may use executive session if the subject matter qualifies under Oregon law. If the Board decides an investigation is warranted, the Board may refer the investigation to a third party. When the investigation is complete, the results will be presented to the Board. After receiving the results of the investigation, the Board shall decide, within 30 days, in open session what action, if any, is warranted. The Board chair shall notify the parties in writing that the investigation is concluded and if a violation of the policy was found to have occurred to the extent allowable by law.

Complaints against the Board chair may start at Step 3 and should be referred to the Board vice chair on behalf of the Board. The Board vice chair will cause required notices to be provided. The Board vice chair shall present the complaint to the Board. The Board may use executive session if the subject matter qualifies under Oregon law. If the Board decides an investigation is warranted, the Board may refer the investigation to a third party. When the investigation is complete, the results will be presented to the Board. After receiving the results of the investigation, the Board shall decide, within 30 days, in open session what action, if any, is warranted. The Board vice chair shall notify the parties in writing that the investigation is concluded and if a violation of the policy was found to have occurred to the extent allowable by law.

Direct complaints related to employment may be filed with the U.S. Department of Labor, Equal Employment Opportunity Commission or Oregon Bureau of Labor and Industries.

² If the Board chooses to accept the superintendent's decision as the district's final decision on the complaint, the superintendent's written decision must meet the requirements of OAR 581-022-2370(4)(b).

Direct complaints related to educational programs and services may be made to the Regional Civil Rights Director, U.S. Department of Education, Office for Civil Rights, Region X, 915 2nd Ave., Room 3310, Seattle, WA 98174-1099.

Additional information regarding filing of a complaint or report may be obtained through the principal, compliance officer or superintendent.

All documentation related to sexual harassment complaints may become part of the student's education record or employee's personnel file, as appropriate. Additionally, a copy of all sexual harassment complaints or reports and documentation will be maintained as a confidential file and stored in the district office.

The superintendent shall report the name of any person holding a teaching license or registered with Teacher Standards and Practices Commission (TSPC) or participating in a practicum under Oregon Administrative Rule (OAR) Chapter 584, Division 17, when, after appropriate investigation, there is reasonable cause to believe the person may have committed an act of sexual harassment. Reports shall be made to TSPC within 30 days of such a finding. Reports of sexual contact with a student shall be given to a representative from law enforcement or Oregon Department of Human Services, as possible child abuse.

Corrected 8/28/23

LUCKIAMUTE VALLEY CHARTER SCHOOLS 2023-24 SEPTEMBER

STUDENT TOTALS

	Current #'s	Last Year
In District	132	124
Out of District	98	110
TOTAL STUDENT #'s	. 230	234

BREAKDOWN BY GRADE LEVELS

	Current #'s	Last yr.
Kindergarten	24	21
1st Grade	23	25
2nd Grade	22	25
3rd Grade	25	25
4th Grade	26	25
5th Grade-Leah	15	22
5th Grade-Bibbs	22	23
6th Grade	25	24
7th Grade	25	21
8th Grade	23	17

NUMBERS CURRENT AS OF 09/01/2023

Dallas Community School Enrollment 2023-24

	Jun 2023	Aug/Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
K	14	20	0	0	0	0	0	0	0	0	0
1	28	19	0	0	0	0	0	0	0	0	0
2	32	24	0	0	0	0	0	0	0	0	0
3	29	32	0	0	0	0	0	0	0	0	0
4	30	56	0	0	0	0	0	0	0	0	0
5	34	25	0	0	0	0	0	0	0	0	0
9	31	32	0	0	0	0	0	0	0	0	0
7	26	29	0	0	0	0	0	0	0	0	0
80	20	24	0	0	0	0	0	0	0	0	0
K-8 Total:	244	234	0	0	0	0	0	0	0	0	0
6	13	19	0	0	0	0	0	0	0	0	0
10	13	15	0	0	0	0	0	0	0	0	0
11	0	11	0	0	0	0	0	0	0	0	0
DCHS Total:	26	43	0	0	0	0	0	0	0	0	0
Grand Total:	270	772	0	0	0	0	0	0	0	0	0

09/07/23 Accrual Basis

Luckiamute Valley Charter Schools Profit & Loss

August 2023

	Aug 23
Ordinary Income/Expense	
Income	
R1510 · Earnings on Investments	1.38
R1600 · Food Service Sales	438.00
R1920 · Donations	35.00
R1990 · Miscelleneous	1,896.00
R3101 · State School Funds	214,445.22
R3299 · Other Restricted State Gr	6,770.48
Total Income	223,586.08
Gross Profit	223,586.08
Expense	
1000 · 1000-INSTRUCTION	
1100 · Regular Programs	
1111 · Elementary Grades K-5	
111-131 · Extra Duty Salaries	708.33
111-211 · PERS-Employer	298.94
111-212 · PERS-EPPT	71.66
111-240 · Health Insurance	
111-241 · OR-PFL	4.78
111-355 · Printing	74.90
111-410 · Supplies	214.29
111-420 · Textbooks	2,538.12
111-470 · Computer Software	447.70
Total 1111 · Elementary Grades K-5	4,358.72
1121 · Middle Programs 6-8	
121-111 · Licensed Salaries	4,844.58
121-131 · Extra Duty Salaries	8,500.00
121-211 · PERS-Employer	3,340.15
121-212 · PERS-EPPT	800.67
121-220 · Social Security	1,008.70
121-231 · Workers Comp	2.82
121-240 · Health Insurance	1,350.00
121-241 · OR-PFL	52.74
121-355 · Printing	4.38
121-470 · Computer Software	132.00
Total 1121 · Middle Programs 6-8	20,036.04
Total 1100 · Regular Programs	24,394.76
1250 · Special Programs	
125-241 · OR-PFL	4.40
Total 1250 · Special Programs	4.40
Total 1000 · 1000-INSTRUCTION	24,399.16

09/07/23 Accrual Basis

Luckiamute Valley Charter Schools Profit & Loss

August 2023

	Aug 23
2000 · SUPPORT SERVICES	
2100 · Support Services - Students	
2113 · Social Work Services	
211-410 · Consumables	120.63
211-460 · Non-Consumables	448.45
	110.12
Total 2113 · Social Work Services	569.08
Total 2100 · Support Services - Stude	569.08
2240 · Instructional Staff Development	
224-312 · Instruction Improvement	3,922.50
224-341 · Travel	72.71
224-410 · Supplies	909.71
224 410 Supplies	303.71
Total 2240 · Instructional Staff Devel	4,904.92
2310 · School Board	
231-410 · Consumables	79.90
231-640 · Dues and Fees	1,560.00
Total 2310 · School Board	1,639.90
2410 · School Administration	
241-112 · Confidential Salaries	6,541.67
241-113 · Administrator salaries	7,500.00
241-131 · Extra Duty Salary	7,000.00
241-211 · PERS-Employer	5,953.86
241-211 · PERS-EMPIOYEI	458.50
	1,689.68
241-220 · Social Security	
241-231 · Workers Comp	8.46
241-240 · Health Insurance	1,100.00
241-241 · OR-PFL	88.35
241-351 · Telephone	267.80
241-353 · Postage	378.99
241-410 · Consumables	827.35
Total 2410 · School Administration	31,814.66
2500 · Support services-business	
2520 · Fiscal services	
252-114 · Managerial Classified	4,993.67
252-211 · PERS - Company	1,387.58
252-212 · PERS EPPT	332.62
252-220 · Social Securtiy	424.09
252-231 · Workers Comp	2.82
252-240 · Health-Employer	550.00
252-241 · OR-PFL	22.17
252-410 · Supplies	39.99
252-470 · Software	302.74
252-640 · Dues and Fees	38.06
Total 2520 · Fiscal services	8,093.74

09/07/23 Accrual Basis

Luckiamute Valley Charter Schools Profit & Loss

August 2023

	Aug 23
2540 · Plant services	
254-112 · Classified Salaries	1,117.31
254-220 · Social Securtiy	139.66
254-231 · Worker's Comp	0.97
254-241 · OR-PFL	2.52
254-322 · Repairs and Maintenance	4,744.42
254-324 · Rental	673.73
254-325 · Electricity	620.85
254-327 · Water	327.99
254-328 · Garbage	458.46
254-329 · Other property services	2,918.00
254-410 · Supplies	724.84
254-460 · Non-consumables	1,139.35
254-530 · Improvements Other	3,986.99
Total 2540 · Plant services	16,855.09
Total 2500 · Support services-business	24,948.83
2660 · Technology Services	
266-112 · Classified Salaries	1,100.00
266-211 · PERS Employer	275.33
266-212 · PERS-Pick-Up	66.00
266-220 · Social Security	84.15
266-231 · Workers Comp	0.02
266-361 · Service Area Direction	1,000.00
Total 2660 · Technology Services	2,525.50
Total 2000 · SUPPORT SERVICES	66,402.89
3000 · ENTERPRISE & COMMUNITY	
3120 · Food Services	
312-410 · Supplies	169.65
312-450 · Food	144.15
312-640 · Dues and Fees	736.00
Total 3120 · Food Services	1,049.80
Total 3000 · ENTERPRISE & COMMUNI	1,049.80
6560 · Payroll Expenses	- Hume
Total Expense	91,851.85
Net Ordinary Income	131,734.23
Net Income	131,734.23

LUCKIAMUTE VALLEY CHARTER SCHOOL 2023-2024 BOARD REPORT SUMMARY

VTD Total			92.0	428.00	218.00	2 806 00	642 225 66	מיינננונדי		2 687 13	Cirlopia	13 55 55	204.475.45	974,678.72
JUNE														
MAY														1
APRIL														
MARCH														
FEB.														
JANUARY														
DEC.														
NOV.														
OCT.														
SEPT.														
AUGUST			1.38	438.00	35.00	1,896.00	214,445.22			6,770.48				223,586.08
JULY			1.38		283.00	2,000.00	428,890.44	t.		1,916.65	a	23,525.72	294,475.45	751,092.64
	REVENUE	District Reimbursement	Earnings on investments	Food Service Sales	Donations Private Sources	Miscellaneous Income	State School Funds	OR Free Expanded Eligible Breakfast	Reduced Breakfast/Lunch	Restricted State Grants	Restricted Federal Grants Thru State	Grants in aid	Beginning Fund Balance	TOTAL REVENUE
		R1200	R1510	R1600	R1920	R1990	R3101.	R3102	R3120	R3299	R4500	r4700	R5400	

EXPEN	EXPENDITURES BY OBJECT								
Salaries	es	14,925.92	42,305.56						57 321 48
Benefits	fits	9,036.25	19,521.64						28.557.80
Services	ses	10,556.12	15,464.73						26.020.85
Supplies	lies	434.32	8,238.87						8 672 10
Equip	Equipment/Improvements	2,540.00	3,986.99						00 963 9
Dues	Dues & Fees	28,557.09	2,334.06						20 801 15
Conti	Contingency								1.160,00
TOTA	TOTAL EXPENDITURES	66,049.70	91,851.85					T.	157 001 55

ш	EXPENDITURES BY FUNCTION								
1000	Instruction	9,946.31	24,399.16					-	34.345.47
2000	Support	56,103.39	66,402.89						17.CTC(TC
3000	Food Services		1,049.80						1040 80
4000	Construction								00.6404
9000	Operating Contingency							Ī	
	TOTAL EXPENDITURES	66,049.70	91,851.85						157 001 55
									56.1061161

6000 Operating Contingency													
TOTAL EXPENDITURES	66,049.70	91,851.85											1
													- 1
FUND BALANCE	685,042.94	816,777.17	816,777.17	816,777.17	816,777.17	816,777.17	816,777.17	816,777.17	816,777.17	816,777.17	816,777.17	816,777.17	

Dallas Community School

Financial Report - June 2023

Revenue/Resources						
Beginning Fund Balance	\$529,925.58					
	Apr-23	May-23	Jun-23	Actual YTD	Budget YTD Annual Budget	BVA %
3101-State School Funding	\$198,983.61	\$198,983.61	\$0.00	\$2,141,835.27	\$1,797,480.02	119.16%
4500-Federal Funds Thru State	\$21,591.76	\$0.00	\$43,238.44	\$0.00		
3299-Other Restricted Grants	\$33,442.25	\$35,486.17	\$30,985.59	\$0.00	•	
Money Market	\$192,923.06	\$193,661.37	\$194,378.55	\$194,378.55	-	-%
Interest Income	\$0.00	\$0.00	\$0.00	\$0.00		-%
1790-Other Extracurricular Activities	\$0.00	\$0.00	\$0.00	\$1,731.00		
1990-Misc. Income	\$535,373.00	\$0.00	\$0.00			-%
Total Revenue	\$982,313.68	\$428,131.15	\$268,602.58			

Total Expenditures		\$151,329.29	\$183,297.53	\$166,321.96	\$2,612,610.64	\$19,588.54	\$2,632,199.18	99.26%
600	Dues & Fees	\$877.50	\$980.10	\$100.00	\$24,143.48	\$22,456.52	\$46,600.00	51.81%
500	Equipment/Facility	\$0.00	\$299.99	\$0.00	\$744,002.08	-\$215,819.94	\$528,182.14	140.86%
1113	Extra-Curricular	\$564.78	\$2,896.21	\$8,087.22	\$8,372.84	\$4,127.16	\$12,500.00	66.98%
111/1131-411	K-10 Allotments	\$23,536.21	\$31,512.88	\$4,728.96	\$153,457.90	\$51,542.10	\$205,000.00	74.86%
400	Supplies and Materials	\$4,939.16	\$6,738.96	\$3,115.77	\$62,458.20	\$9,241.80	\$71,700.00	87.11%
300	Services	\$28,247.51	\$23,048.07	\$16,700.12	\$272,792.91	\$45,865.09	\$318,658.00	85.61%
200	Associated Payroll	\$17,090.87	\$39,248.06	\$41,272.89	\$464,905.62	\$41,041.42	\$505,947.04	91.89%
100	Salaries	\$76,073.26	\$78,573.26	\$92,317.00	\$882,477.61	\$61,134.39	\$943,612.00	93.52%
		Apr-23	May-23	Jun-23	Actual YTD	Budget YTD	Annual Budget	BVA%
General Fund Expe	enditures by Object Code							

Grant Overview - ESS	ER III (3-Yea	ar)
Grant Amount		\$304,140.37
Actual YTD		\$284,519.85
YTD%		93.55%
	Balance:	\$19,620.52

Grant C	Overview - SIA	
Grant Amount		\$127,164.14
Actual YTD		\$115,388.63
YTD%		90.74%
	Balance:	\$11,775.51

Notes from the Business Office For June

Revenue Highlights:

- The district recalculated our state pass through funds. Income went up from \$149,790.00 to \$198,983.61 per month. This took place in November.

Expenditures Highlights:

- 500 Equipment/Facility: Is over budget by \$215,519.46. \$123,247.71 of this was paid with grant dollars.

Restricted Grant Highlights:

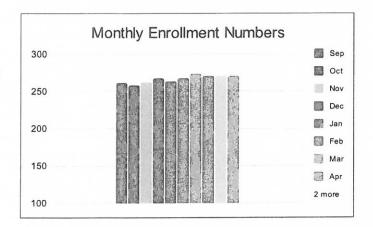
- Total grant dollars used for FY 2022-23 was \$315,703.98. This changes our Actual YTD is \$2,296,906.66. We've used 87.26% of our general fund budget. We're almost 13% under budget at FY end.

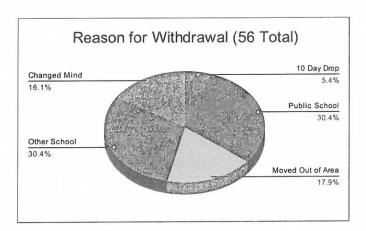


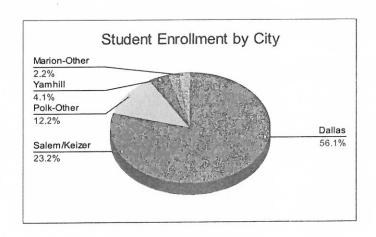
Dallas Community School Enrollment 2022-23

Enrollment by Month Through June 5, 2023

	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Avg+
K	15	12	14	15	14	14	14	14	14	14	14.00
1	27	27	27	27	27	28	28	28	28	28	27.50
2	32	30	30	30	29	30	33	32	32	32	31.00
3	26	28	28	28	29	29	30	29	29	29	28.50
4	32	30	30	31	31	31	31	31	30	30	30.70
5	30	31	32	33	33	33	34	34	34	34	32.80
6	28	27	27	28	29	29	31	31	31	31	29.20
7	25	27	27	27	26	26	26	26	26	26	26.20
8	21	21	21	22	20	22	22	21	20	20	21.00
9	14	14	15	15	14	13	13	13	13	13	13.70
10	11	11	11	11	11	12	12	12	13	13	11.7
Total	261	258	262	267	263	267	274	271	270	270	







BOARD MINUTES August 16, 2023 Bridgeport Campus

CALL TO ORDER At 6:37 by Vicki Avery.

BOARD MEMBERS PRESENT: Vicki Avery, Matt Beasley, Kendall Cates, Fred

Weisensee, Greg Oldham

STAFF MEMBERS PRESENT: Christy Wilkins, Daniel Shimek, Tammy Pryce

BOARD SECRETARY: Donna Santa Maria

1. APPROVAL OF AGENDA

Greg motioned for approval. Matt seconded. All in favor.

2. CONSENT AGENDA

2.1 Approval of June board meeting minutes. Fred motioned for approval as presented. Greg seconded. All in favor.

3. ANNOUNCEMENTS

3.1 Next board meeting – September 20, 2023, at 6: 30pm. Work session at 6 pm. An LVCS teacher may be attending to share about their job and classroom.

4. PUBLIC COMMENTS- none

5. REPORTS

5.1 Directors Report-Christy Wilkins

- Christy wanted to thank Daniel and Tammy for their work over the summer with her on scheduling staff for both campuses, as each is short-staffed.
 She explained that although LVCS has a temporary reduction, teaching coverage and required break times are fulfilled. They are confident that the design and workload will be successful.
- SIT process- has been set up with designated teachers, a tracking system, and meetings that are compliant and effective for both the students and teachers.
- Updated Safety Plans- Christy and Daniel have been meeting with Gene Biggs from WESD, who is the Emergency Preparedness Coordinator. All the updates will ensure the safety of students and staff. Structural updates are

- needed, and the cost remains to be seen, so staying frugal in spending is essential. Also included in this update is a revised, more comprehensive plan in case of evacuation.
- Playground- Bridgeport. Although the fundraising for playground equipment continues, the cost for a small system (phase 1) is 27K.
 Completing the project (phase 2) will take at least three more years of fundraising and additional monies. To complete the project before prices on the second phase increase even further, we are allocating funds from the General Fund to pay for the second phase.
- Ukrainian Educators Visit Pedee- Stacey Zabeck hosted teachers from Ukraine. She was able to teach them online skills, and she was able to allocate a donation of five Finch Robots for them to take home. With the national crisis in their home country, both parties were grateful for the help, connections, new ideas and concepts, and established shared relationships.
- School Opening Dates- All staff is on Monday, August 28th. Students' first day is Tuesday, September 5th.
 Friday September 8th, Pedee Open House
 Monday, September 11th, the first day of kindergarten
 Thursday, September 28th, Bridgeport Open House

5.2 Financial Reports-Tammy Pryce

- The June and July financials were in order, with an ending balance of 294K, including many grants.
- Discussion- Fred is inquiring if some money can be deposited to an interestbearing account. A policy must first be crafted and approved by the board.
 Tammy will bring an OSBA sample policy to the next board meeting.
- Tammy discussed our National Food Lunch Program costs and General Funds contributions.

5.3 Student Enrollment

Bridgeport - 159 Pedee - 73

6. BOARD POLICIES- First Reading

AC/AR- Discrimination Complaint Procedure - move to consent agenda.

EFA- Wellness Program - deleting old, move to consent agenda.

EFA- Local Wellness – move to consent agenda with changes (leave fund raising, delete marketing).

GCBDF/GDBDF-tabled.

7. BOARD ACTION ITEMS-

- Signers for the bank account titled Student Activities at Umpqua Bank: delete Scott Chapin and add Joshua Kibbey and Victoria Johnson as signers. Kendall motioned for approval; Fred seconded. All approved.
- 8. ADJOURN: The meeting was adjourned at 8:00 pm by Vickie Avery.



Mission Statement:

Dallas Community School is an inclusive public charter school supporting collaborative, standards- based education in a flexible, non-traditional environment.

Vision:

Dallas Community School will empower non-traditional learners with the knowledge, skills, and abilities to succeed in and contribute value to their community.

Community Innovation Partners Dallas Community School Agenda [APPROVED] Thursday, July 20, 2023, 6:30 p.m.

In Person 689 Main St. Dallas, OR 97338 Join Zoom Meeting

https://us02web.zoom.us/j/84365738365?pwd=OElnc0lzWW VaVXJGZidnY2tTSlpVdz09

- 1. 6:30 PM: Call to Order
- 2. Public Comment:
- 3. Consent Agenda:
 - a. July 20, 2023 Agenda
 - b. June 15, 2023 Minutes
 - c. June Financials Jeremy
- 4. Director Report and Discussion:
 - a. Director Transition Update
 - b. Staffing Update
 - c. Building Update
- 5. Board Items for Discussion/Board Action Items
 - a. July Board Meeting Checklist
 - b. Highschool Facility Project
- 6. Adjourn

Board Meeting Minutes for Thursday, June 15, 2023 @ 6:30 p.m. [APPROVED]

PLEASE NOTE: MEETING TOOK PLACE VIDEOCONFERENCE AND IN PERSON

Date:

June 15, 2023

Location:

689 Main St. Dallas/Zoom

In Attendance

President:

Wendy Sparks

Vice President:

Erin Miller

Secretary:

N/A

Treasurer:

Jeremy Anderson

Board Members:

Jessica Mackey

Staff:

Jamie Richardson, Heather Irwin

Visitors:

Nick Wadge

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1. Call to order: 6:30 PM

- Consent Agenda: Jess motioned to approve the consent agenda with the following changes: Heather to update agenda to reflect Charter Capital discussion will be moved to Treasurer Report and Action on Current Auditor and ADM discussion will be added to Treasurer Report. Also adding Board Appointment to Board Discussion. Jeremy seconded. Motion passed.
- 3. Public Comment: Nick Wadge is present. No public comment.

4. Treasurer Report - Jeremy:

- a. **Financial Review:** Jeremy explained our spending for the year is aligned well with our budget. Our budgeting is getting more accurate and he looks forward to seeing how our year-end wraps up.
- b. ADM: Jeremy and Heather initiated a meeting with Tami Montague, Finance Director at the Dallas School District to discuss our ADM. Jeremy explained what we learned in that meeting and went over data to explain the very complex process of state funding and our pass-through dollars. During his explanation he mentioned that our payments over the next year will include funds from the 2020-21 school year, an estimated \$122,000. This will true up our pass-through

funding in the 2023-24 school year, and reminds the board that funding is delayed a year or two based off of the state calculations. It's a complex algorithm and Jeremy explained Tami is doing a great job and has our best interest in mind as she navigates our calculations. Tami sent over our proposed FY 2023-24 Funding Report and it reflects more funding than what we budgeted. Wendy asked if we should update our budget to reflect the updated revenue numbers. The board would like to wait and discuss with our new ED, when they're in place. However, Jeremy will add our updated revenue for the Charter School Capital project. All looks good on the budget. Current financials are looking good. Wendy also suggested that we do a mid-year review of our budget to adjust accordingly throughout the year. The board discussed this topic, and no decision was made.

- c. Auditor: Jeremy discussed if the board should initiate an inquiry to the state of Oregon regarding the audit we're still in the process of. The board discussed how the audit has been extremely unprofessional, delayed, there's been a lack of communication, missed deadlines and an IRS penalty received due to a late 990 filing. After board discussion, it's decided to draft a letter stating we'll take action and submit a State Inquiry into Pauly Rogers if the audit isn't completed by July 1, 2023. This is impacting our ability to apply for grants and is delaying our high school facility project. The letter will be drafted right away.
- d. Charter School Capital: Jeremy explained the ongoing discussions with Charter School Capital and the challenges we face with the high school facility project. Their investors have budgetary requirements we need to meet which we are currently not meeting. They don't want us relying on our reserves for the facility and would like our current income to carry the expense. During board discussion, it was determined that the 5-year plan we put in place a year ago was very aggressive and perhaps inflated at the time of its creation and should be reviewed, as our initiatives and priorities have changed. The 5-year plan will need to be updated to reflect those changes, however, Wendy does not want to alter our vision too much. The board discussed future staffing needs of the highschool and possible changes to the 5-year plan. Jamie shared his opinion and thinks we can proceed with a lead teacher for a couple years, or until the highschool student growth is inline with a budget to include a director. Wendy shared concerns with not having an administrator in the high school building and can an assistant director be placed and still teach a couple classes. The new executive director will need to be a part of this decision making process. Charter School Capital also requires that 20% of our annual income needs to be designated for rent. They would like us to have more funding sources with grants and/or federal program dollars allocated to schools, all of which we are looking into. The board continued discussion regarding the facility itself. Between the Hong Kong building and Wells Fargo, the Wells Fargo building is our first choice. Wendy motioned to pursue the purchase of the Wells Fargo building. Erin seconded. Motion passed. Jamie and the new executive director will work on

negotiating with the county to procure the building and look into a 60-day due diligence process.

5. Director Reports and Discussion:

- a. **Good News:** Jamie wraps up the year with a lot of good news. He's very proud of the work his staff has accomplished in the last two years and the response from the family survey demonstrates that. Our new building is a great fit for our program and we look forward to our future accomplishments under new leadership. He also mentioned an end of the year meeting with the executive team at the district. Our gains in special education was a shining star. Toni and Rhonda have done a great job improving our SIT and 504 processes.
- b. **Staffing Update:** We still have an opening for an IA position at the highschool as a resource room position and will have another opening for a general support IA in the future.
- c. Facility Update: We hope the elevator will be fixed over the summer. Heather will reach out to our property manager to get an update.
- d. **Enrollment Update:** We will start next year with 250 students in the K-8 program and 43 students at the highschool. Jamie thinks our highschool numbers will go up over the summer and our cap at the K-8 is stable.

6. Board Discussion and Action:

- a. Appointment of New Executive Director: The board elected to give Juli Ann Lindemann an offer contingent on her references. References returned favorable with support in administration mentioned. COSA has a first year admin mentorship program that should be a requirement. An offer letter will be drafted to include her salary, a requirement to keep her admin license current and our support of the COSA First Year Admin. Mentorship Program. Jamie also mentioned that Christie Perry has offered support as Juli Ann transitions into the position. This is great news, as the board holds the highest regard for Christrie! Jeremy motioned to formalize hiring Juli Ann as our new Executive Director. Erin seconded. Motion passed. Wendy will have a soft onboarding and lunch for her on July 3rd. Jamie is meeting with her on Monday, June 19th. Heather will work with her throughout the onboarding process and put a plan in place to meet the staff when they return in August. The business office will be closed in July, however the work with time-sensitive projects will continue through the summer.
- b. Appointment of Board Member: Nick Wadge applied to join the board of directors. He brings a wealth of knowledge as an IT professional and will be a great resource for DCS. We are happy to welcome him aboard! Wendy motion to appoint Nick to our board of directors. Jeremy seconds. Motion passed. Heather will get Nick a board member email and work on getting him added to our website in August. Wendy will get him an OSBA password.

Wendy also mentions two other potential candidates and will invite them to future board meetings.

8. Adjourn: 8:38 pm

Next meeting, Thursday, July 20, 2023 @ 6:30 PM - MakerSpace, 689 Main St.



DCS July Board Meeting Checklist

#	Task/Appointment	Sign-off Date
1.	Swear in recently elected and appointed directors, who must take an	
	oath of office before assuming duties. Elect the board chair and vice	
	chair. Sample Oath (ORS 332.005(2), ORS 332.040)	
2.	Make sure the following positions are designated:	
	 Chief administrative officer (the Executive Director) as school 	
	clerk or another individual, if there is no chief administrative	
	officer. (ORS 332.515)	
	Business manager or deputy clerk, or both.	
	Custodian of funds who will sign checks or, if the school	
	board so authorizes, utilize a facsimile signature for that	
	purpose. (ORS 328.441, ORS 328.445)	
	Budget officer, who shall prepare or supervise preparation of	
	the budget document under the direction of the executive	
	officer. (ORS 294.331)	
	Financial auditors for the school year, who may be contracted for the sough the administrative office of the sounty in which	
	for through the administrative office of the county in which the administrative office of the school district is located. (ORS)	
	328.465, ORS 327.137, ORS 297.405)	
	• Legal counsel	
3.	Determine fidelity-bond amounts for those authorized to handle	
3.	district funds and ensure they are bonded by a surety company	
	authorized in Oregon. (ORS 332.525)	
4.	Set a borrowing limit for the custodian of funds.	
5.	Establish dates, time and place of regular monthly board meetings.	
6.	Establish depository(ies) for school funds. (ORS 328.441.	
	294.805-294.895)	
7.	Review status of Local Public Contract Review Board and rules. (ORS	
	279A.060)	
8.	Under new business:	
	 Appoint members of standing committees. 	
	 Approve personnel changes. 	
	 Approve contracts for payment. (ORS 332.075 (2-3)) 	
9.	Establish depository(ies) for school funds. (ORS 328.441, ORS	
	294.805-294.895)	

Sample Oath of Office

Recently elected and appointed board members must take an oath of office before assuming the duties of office. A sample oath from OSBA:
"I, ______, do solemnly swear (or *affirm*) that I will support the Constitution of the United States, the constitution and the laws of the state of Oregon, and the policies



SUPERINTENDENT EVALUATION TIMELINE

AUGUST THROUGH JANUARY | CHECK-IN MEETINGS

Check-in meetings occur at least quarterly. These check-ins give the superintendent the opportunity to provide information related to goals and standards, and for the board to ask questions about progress and provide additional guidance and support. This also includes a final check-in which the superintendent can present a self-evaluation. These meetings are generally conducted in executive session. This correlates to Part 3.

- September
- November
- January

JANUARY THROUGH MARCH | GATHER INFORMATION

The superintendent's self-evaluation is presented to the board. Board members rate the superintendent on Parts 1 and 2 individually, and then compile ratings and comments into a summary document.

APRIL | EVALUATION RESULTS

The board meets with the superintendent in the first meeting of April to review the evaluation results. This meeting is conducted in executive session unless the superintendent requests the meeting be conducted in public. Generally, the board crafts a short narrative statement about the evaluation to be shared at a regular board meeting. This correlates to Part 4.

APRIL | EVALUATION CONCLUSION

The board adopts the short narrative summary in open session by the last meeting in April. This corresponds to Part 5.