



Steve Spencer
Superintendent

Sara LeRoy
Assistant Superintendent

2025-2026
Board of Directors

Tyler Ferrari
Deena Loughary
Rob Ogilvie
Zach Steele
Matt Woolsey

Juli Lichtenberger
Board Secretary

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
6:00 p.m.

Mission Statement
*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.*

Tagline:
Ask yourself...Is it
good for kids?

Dallas School District
111 SW Ash Street
Dallas OR 97338
503.623.5594 ph

Agenda
Board Meeting
June 22, 2026
6:00 p.m.

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

- 1.0 Welcome/Pledge of Allegiance**
- 2.0 Approval of the Agenda**
- 3.0 Open Budget Hearing**
- 4.0 2026-2027 Budget – Kari Blake**
- 5.0 Public Comment Related to Budget**
- 6.0 Resolution #25-26-12 to Adopt the Budget, Make Appropriations, Impose and Categorize the Tax 2026-27 (Board Action) – Kari Blake** 1035
- 7.0 Close Budget Hearing**
- 8.0 Good News**
 - 3.1 Whitworth students finished the year with an 80% Regular Attenders rate. This is an improvement of 8% from last school year.
- 9.0 Public Comment**
- 10.0 Announcements** 1036
 - 10.1 June & July Calendars
 - 10.1.1 Next Board Meeting July 6, 2026 at 5:00 p.m.
 - 10.1.2 Joint Board Meeting / City Council Meeting July 6, 2026 at 6:00 p.m. at City Hall
- 11.0 Consent Agenda** 1038
 - 11.1 Approval of the June 8, 2026 Board Minutes
 - 11.2 Approval of the May 11, 2026 Budget Committee Minutes
- 12.0 Building Metrics Reports – Liz Postlewait, Reed Langdon, Darrick Bruns, Tyler Lalack, Tim Larson, and Todd Baughman** 1044
- 13.0 Resolution #25-26-11 to Transfer Budgeted Funds to Food Service Fund 203 (Board Action) – Kari Blake** 1072
- 14.0 Resolution #25-26-10 to Set Construction Excise Tax Rates (Board Action) – Kari Blake** 1073
- 15.0 Resolution #25-26-13 Transfer of Appropriations – General Fund (Board Action) – Kari Blake**
- 16.0 DEA Collective Bargaining Agreement (Board Action) – Sara LeRoy** 1076

17.0	Policy First Read – Sara LeRoy	1143
16.1	EFA – Local Wellness	
18.0	Discussion Items	
18.1	Board Goals for 2026-2027	
19.0	Election of Board Chair and Vice Chair for 2026-2027 (Board Action)	
20.0	Adjourn	



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. Public comment during a board meeting is limited to 5 minutes for each individual.

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 the board meeting, please fill out the request for public comment form available outside the boardroom.
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, at juli.lichtenberger@dsd2 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.
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:

Dallas School District, 111 SW Ash Street, Dallas, OR 97338 or email: compliance.officer@dsd2.org

Steve Spencer, Superintendent

Sara Leroy, Assistant Superintendent

Board of Directors: Tyler Ferrari • Deena Loughary • Rob Ogilvie • Zach Steele • Matt Woolsey

DALLAS, OREGON

JUNE 22, 2026

RESOLUTION # 25-26-12**ADOPTING THE BUDGET**

BE IT RESOLVED that the Board of Directors of the Dallas School District No. 2 hereby adopts the budget for Fiscal Year 2026-2027 in the total amount of \$81,526,108 now on file at the District Office at 111 SW Ash Street, Dallas, Oregon.

MAKING APPROPRIATIONS

BE IT RESOLVED that the amounts shown below are hereby appropriated for the fiscal year beginning July 1, 2026, for the following purposes:

GENERAL FUND: (Includes F100s)

1000 Intruction	\$26,322,870
2000 Support Services	\$17,303,866
4000 Facility Acq and Construction	\$0
5000 Transfers	\$252,982
6000 Operating Contingency	\$2,693,522
TOTAL	\$46,573,240

SPECIAL REVENUE GRANTS & PROJECTS (Includes F200s):

1000 Intruction	\$7,022,847
2000 Support Services	\$2,294,511
3000 Community Services	\$1,454,200
5000 Transfers	\$100,000
TOTAL	\$10,871,559

UNAPPROPRIATED REQUIREMENTS:

7000 General Fund (Funds 100s)	\$1,270,066
7000 Food Service Fund	\$0
7000 Student Activity Fund	\$600,000
7000 Debt Service - GO Bonds	\$423,150
7000 Debt Service - PERS Pension Bond	\$1,007,706
7000 Internal Service - Ins Pool	\$75,000
TOTAL	\$3,375,922

DEBT SERVICE - GEN OBLIGATION BONDS:

5000 Debt Service - GO Bonds	\$3,926,850
------------------------------	-------------

DEBT SERVICE - OTHER FACILITIES:

5000 Debt Service - FF & C	\$118,322
----------------------------	-----------

DEBT SERVICE - PERS PENSION BONDS

5000 Debt Service - FF & C	\$2,384,215
----------------------------	-------------

INTERNAL SERVICE FUND - UNEMP

2000 Support Services	\$526,000
-----------------------	-----------

INTERNAL SERVICE FUND - INS POOL

2000 Support Services	\$0
-----------------------	-----

CAPITAL CONSTRUCTION BOND PROJECTS:

4000 Facility Acq and Construction	\$7,270,000
6000 Operating Contingency	\$6,480,000

TOTAL APPROPRIATIONS, ALL FUNDS:	\$78,150,186
TOTAL UNAPPROPRIATED, ALL FUNDS:	\$3,375,922
TOTAL ADOPTED BUDGET:	\$81,526,108

IMPOSING THE TAX

BE IT RESOLVED that the following ad valorem property taxes are hereby imposed upon the assessed value of all property taxable property within the district for tax year 2026-2027:

- 1) At the rate of \$4.5527 per \$1,000 of assessed value for permanent rate tax;
- 2) In the amount of \$3,730,508 for debt service on general obligation bonds;

CATEGORIZING THE TAX

BE IT RESOLVED that these taxes imposed are hereby categorized for purposes of Article XI section 11b as:

	<u>Subject to the Education Limitation</u>	<u>Excluded from Limitation</u>
Permanent Rate Tax	<u>\$ 4.5527 / \$1,000</u>	
General Obligation Debt Service		<u>\$ 3,730,508</u>

The above resolution statements were approved and declared adopted on _____.

Superintendent

Board Chair

JUN 2026

PRIDE MONTH
IMMIGRANT HERITAGE MONTH
CARIBBEAN AMERICAN HERITAGE MONTH

SUN	MON	TUE	WED	THU	FRI	SAT
	01	02	03	04	05	06
					Dallas High School Graduation 6:00 p.m.	
07	08	09	10	11	12	13
	Board Meeting 6:00 p.m.	K-5 Last Day of School Eighth Grade Recognition 6:00 p.m.	6-12 Last Day of School Morrison Graduation 6:00 p.m.	District End of Year Meeting 8:00 a.m.		
14	15	16	17	18	19	20
21	22	23	24	25	26	27
	Board Meeting 6:00 p.m.					
28	29	30				

JUL 2026

SUN	MON	TUE	WED	THU	FRI	SAT
			1	2	3	4 Holiday
5	6 Board Meeting 5:00 p.m. at District Office Joint City Council/Board Meeting 6:00 p.m. at City Hall	7	8	9	10	11
12	13	14	15	16 OSBA Conference in Eugene	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Minutes
Board Meeting
June 8, 2026
6:00 p.m.
<https://dsd2-org.zoom.us/j/84855147461>
District Office Board Room

Present: Zach Steele, Deena Loughary, Tyler Ferrari, Matt Woolsey, Steve Spencer, Juli Lichtenberger, Sean Johnson, Shannon Ritter, Ron Snively, Kristine Blanchard, Nick Ingalls, Tim Larson, Tami Larson, Kari Blake, Bob Archer, Todd Baughman, Liz Postlewait

Visitors: Jerry Boudreaux, Gary Suderman, Walt Markee, Renee Sondag, Austin Markee, Britini Mink, Erin Sutro, Jennifer Lenoue, Bethany Henry, Nicole Walker Sundby, Kristine Blanchard, Hilary Morris, Kate Woodnum, Khadijah Tabib, Kassidy Guy, Marissa McGinnis

Excused: Rob Ogilvie

1.0 Welcome/Pledge of Allegiance

2.0 Approval of the Agenda

Tyler Ferrari moved to approve the agenda, seconded by Deena Loughary. The motion passed unanimously by Board members present; Zach Steele, Deena Loughary, Tyler Ferrari, and Matt Woolsey.

3.0 Good News

- 3.1 Congratulations to the Girls Track and Field Team for winning its first ever 5A Mid-Willamette Conference Team Championship. The boys captured the 3rd place spot. The Dragons qualified over 20 athletes for the State Championships in Eugene.
- 3.2 Whitworth attendance is holding strong at 78.2% for regular attenders (a 4.2% increase from 24-25) and an average daily attendance rate of 93.25%. Students celebrated with a PTC provided frozen treat on Tuesday, May 26 at lunch.
- 3.3 Whitworth 5th grade HOWLer Choir performed "Summer Camp, the Musical" on May 14th at DHS Bollman Auditorium for families and the community, and again on May 21st at Whitworth for all students and visitors. They were great!!! Thanks to Whitworth Music Teacher Ellen Lewing for this great opportunity, and volunteer DHS student Ethan Fetterley for their time and commitment to the HOWLer choir.
- 3.4 Morrison students are enjoying an exciting opportunity to learn African tribal drumming twice each week with volunteer John Tamburello and teacher Rob Harriman.
- 3.5 Morrison students recently enjoyed an engaging field trip to Champoege State Heritage Area with Judy White and Rob

Harriman, where they explored Oregon history, nature, and outdoor learning opportunities.

- 3.6 Debbie Virden recently completed a meaningful appreciation project with Morrison students that highlighted the strong relationships within our school community.
 - 3.7 Melissa Glazner has been teaching a valuable Relationship Health class for Morrison high school students, helping students build skills connected to healthy peer relationships, communication, boundaries, empathy, and conflict resolution.
 - 3.8 Judy White's sewing class has provided Morrison students with hands-on opportunities to build creativity, patience, and practical life skills. Students are learning to successfully operate sewing machines as well as practice detailed hand sewing techniques while creating pillows, stuffed animals, and other imaginative projects.
 - 3.9 Lyle students earned a Neon Glow Dance Party as an all-school reward.
 - 3.10 Oakdale gave away 15 bikes in their annual Books for Bikes giveaway. This is an incentive program to encourage students to read at home. Local community members donated money to purchase the bikes.
 - 3.11 Oakdale PTC held their annual Jog-a-Thon which raised \$10,000!
 - 3.12 First grade teacher Lauren Whisenhunt at Oakdale was chosen as Classroom of the Month for May by Farmers Insurance.
- Principals shared good news.

4.0 Public Comment

Gary Suderman, member of Citizens Oversight Committee (COC), addressed the Board regarding the COC recommendation.

Bethany Henry, parent, addressed the Board concerning staffing levels and the need for a fence.

5.0 Announcements

5.1 June Calendar

- 5.1.1 Next Board Meeting June 22, 2026 at 6:00 p.m.

6.0 Consent Agenda

6.1 Approval of the May 11, 2026 Board Minutes

6.2 Staffing Report

Tyler Ferrari moved to approve the Consent Agenda, seconded by Matt Woolsey. The motion passed unanimously by Board members present; Zach Steele, Deena Loughary, Tyler Ferrari, and Matt Woolsey.

7.0 Financial Report – Kari Blake & Tami Larson

Tami Larson, Director of Fiscal Services, and Kari Blake, incoming Director of Fiscal Services, shared the financial report for month ending May 2026. Tami Larson shared the ending fund balance is projected near 7% at this time. There are some appropriations to watch as noted in the report.

8.0 Resolution #25-26-08 to Transfer Funds to Facilities, Repairs and Maint Fund 102 from Cool Schools Fund 202 (Board Action)

This is an annual resolution request. This resolution will allow a transfer of up to \$110,000. Tyler Ferrari moved to approve Resolution #25-26-08 to transfer funds to facilities, repairs and maintenance fund 102 from Cool Schools fund 202, seconded by Deena Loughary. The motion passed unanimously by Board members present; Zach Steele, Deena Loughary, Tyler Ferrari, and Matt Woolsey.

9.0 Resolution #25-26-09 Updated Annual Business Procedures (Board Action)

This is an update to the current Annual Business Procedures. This resolution replaces Tami Larson with Kari Blake as the Director of Fiscal Services and Deputy Clerk responsibilities. Matt Woolsey moved to approved Resolution #25-26-09 Updated Annual Business Procedures, seconded by Tyler Ferrari. The motion passed unanimously by Board members present; Zach Steele, Deena Loughary, Tyler Ferrari, and Matt Woolsey.

10.0 Citizens Oversight Committee Recommendation – Jerry Boudreaux

Jerry Boudreaux, Chair of the Citizens Oversight Committee (COC), addressed the Board with a recommendation the Dallas School District Board move forward with planning and implementation for a multi-use facility. Discussion was held. A project like this has been a discussion since 2011 as a Booster Club recommendation of a field house. The Board discussed if a committee was to be created due to this facility it would be a Superintendent advisory committee.

11.0 School Based Mental Health & Service Integration Programs Annual Report – Hilary Morris & Nicole Walker-Sundby

Hilary Morris, Supervisor of the School Based Mental Health team, shared highlights on the provided report. A Cares Closet was established this year which started through grant funding. Nicole Walker-Sundby, Service Integration Coordinator, shared the program is a partnership with service providers in the area provided highlights from the provided report. Over 1,100 people have been reached by the team. Discussion was held.

12.0 Dallas High School Athletics Annual Report – Ron Snively

Ron Snively, Athletic Director, shared highlights from the report provided. The recent OSAA reclassification kept Dallas as a 5A school though Dallas petitioned to move to a 4A classification. Bringing on a co-op would move ADM numbers up which could affect future classification status. School diversity and athlete demographics was provided. Title IX and equity reporting information was shared.

13.0 Approval of Foreign Exchange Program Academic Year in America for American Institute for Foreign Study (Board Action) – Shannon Ritter

Shannon Ritter, Assistant Principal at Dallas High School, reported this foreign exchange program has been in place however, requires approval again. Tyler Ferrari made a motion to approve the foreign exchange program Academic Year in America for American Institute for Foreign Student, seconded by Deena Loughary. The motion passed unanimously by Board members present; Zach Steele, Deena Loughary, Tyler Ferrari, and Matt Woolsey.

14.0 Leave of Absence Request for Kelli McGuire (Board Action)

Tyler Ferrari moved to approve the leave of absence request for Kelli McGuire, seconded by Deena Loughary. The motion passed unanimously by Board members present; Zach Steele, Deena Loughary, Tyler Ferrari, and Matt Woolsey.

15.0 Reports

- 15.1 Enrollment Report
- 15.2 Charter School Enrollment Reports
- 15.3 Charter School Financial Reports
- 15.4 Charter School Minutes and Agendas

Board Vice Chair, Zach Steele, read in a statement moving the board into Executive Session.

16.0 Executive Session per ORS 192.660
(2)(f) Review of Confidential Information

17.0 Action on Complaint Received in Executive Session (Board Action)

Deena Loughary moved that the Board take no further action regarding this complaint, uphold the decision of the Assistant Superintendent, and delegate the Board Chair to write a final written decision, seconded by Matt Woolsey. The motion passed unanimously by Board members present; Zach Steele, Deena Loughary, Tyler Ferrari, and Matt Woolsey.

18.0 Adjourn at 7:53 p.m.

Board Chair / Rob Ogilvie

Date

Board Secretary / Juli Lichtenberger

Date

**DALLAS SCHOOL DISTRICT NO. 2
BUDGET COMMITTEE MEETING DRAFT MINUTES**

Monday, May 11, 2026 at 6:00 p.m.

Dallas School District Office

111 SW Ash St, Dallas, OR 97338

Join Zoom Meeting <https://dsd2-org.zoom.us/j/84855147461>

Present: Jeff Laeng, Jerry Boudreaux, Matt Woolsey, Tyler Ferrari, Deena Loughary, Zach Steele, Rob Ogilvie, Stephanie Hofferber, Kristine Blanchard, Steve Spencer, Tami Larson

Visitors: Sean Johnson, Bob Archer, Nick Ingalls, Todd Baughman, Reed Langdon, Kari Blake, Trista Girt

Excused: Ethan Fetterley, Shana Reilly-Pond, Slade Thackery

1.0 WELCOME, INTRODUCTIONS AND AGENDA

Jeff Laeng, Budget Committee Chair, welcomed everyone. Kari Blake, the next Director of Fiscal Services, was introduced. Kristine Blanchard sat in as the OSEA representative this evening.

2.0 REVIEW OF MINUTES APRIL 26, 2026

Zach Steele moved to approve the minutes as presented, seconded by Tyler Ferrari. The motion passed unanimously by the committee members present; Jeff Laeng, Jerry Boudreaux, Matt Woolsey, Tyler Ferrari, Deena Loughary, Zach Steele, and Rob Ogilvie.

3.0 STAFF UPDATES TO BUDGET IF ANY

No staff updates were necessary.

4.0 COMMITTEE QUESTIONS AND DISCUSSION

Jeff Laeng asked about the potential of budget cuts in the coming years. Steve Spencer, Superintendent, shared how the District plans to continue watching predictions to help with future planning. The lease amount for the incoming WESD programs was discussed. Tami Larson, Director of Fiscal Services, shared the budget document reflects the tentative rental amount. Discussion was held.

5.0 PUBLIC COMMENT ON BUDGET

No public comment.

6.0 MOTION TO APPROVE and SET TAX RATES OR SCHEDULE NEXT MEETING

Tyler Ferrari moved that the Dallas School District No. 2 Budget Committee approve and recommend the 2026-2027 Proposed Operating Budget as presented with corrections, revisions and modifications as noted to the Dallas School Board for public hearing and adoption in the following amounts:

General Funds	\$	47,843,307
Special Revenue Grants & Projects	\$	11,471,558
Capital Construction Bond Projects	\$	13,750,000
Unemployment Internal Service Fund	\$	526,000
OSEA Insurance Pool Fund	\$	75,000
Debt Service Fund - Gen Obligation Bonds	\$	4,350,000
Debt Service Fund - Other Facilities Project	\$	118,322
<u>Debt Service Fund - PERS Pension Bond</u>	<u>\$</u>	<u>3,391,921</u>
TOTAL	\$	81,526,108

I further move that the committee approve taxes for the 2026-2027 fiscal year at the permanent tax rate of \$4.5527 per \$1,000 of assessed value for operating purposes.

I further move that a tax levy of up to \$3,730,508 be approved to support the Debt Service Fund for fiscal year 2026-2027 to provide payment for voter approved general obligation bonds principal and interest.

The motion was seconded by Matt Woolsey. The motion passed unanimously by the committee members present; Jeff Laeng, Jerry Boudreaux, Matt Woolsey, Tyler Ferrari, Deena Loughary, Zach Steele, and Rob Ogilvie.

7.0 ADJOURN at 6:11 p.m.

Board Chair / Rob Ogilvie

Date

Oakdale Elementary Metrics 2025/2026

Reading:

STAR Early Literacy

Grades K-2

Measured by Percent of Students Meeting District Benchmarks

Grade	Fall	Winter	Spring	Percentage of Students Meeting Growth Targets for Fall to Spring
K	55%	69%	68%	68.3%
1	45%	45%	49%	54.9%
2	39%	42%	37%	61.8%
Overall	47%	52%	50%	60.4%

STAR Reading

Grade 3

Measured by Percent of students Meeting District Benchmarks

Grade	Fall	Winter	Spring	Percentage of Students Meeting Growth Targets for Fall to Spring
3	36%	41%	48%	77.5%

Math:

STAR Math

Grades 1-3

Measured by Percent of students Meeting District Benchmarks

(Note: Kindergarten does not take this assessment)

Grade	Fall	Winter	Spring	Percentage of Students Meeting Growth Targets for Fall to Spring
1	31%	51%	52%	69.6%
2	36%	36%	42%	56.7%
3	33%	39%	44%	68.5%
Overall	33%	44%	47%	65.3%

Oakdale Elementary Metrics 2025/2026

Attendance:

Measured by Average Daily Attendance

School Year	Fall (September)	Winter September - January 31st	Entire School Year
2025-2026	95.09%	93.4%	92.8%
2024-2025	93.8%	91.8%	91.05%
2023-2024	95.7%	91.1%	91.6%

Attendance:

Measured by Regular Attenders

Note: A regular attender is a student who has attended school 90% or more of the time in a school year.

School Year	Fall (September)	Winter (September - January 31st)	Entire School Year
2025-2026	83%	78%	80%
2024-2025	79%	68%	66%
2023-2024 (Entire School Year)			68%

Behavior:

Measured in Discipline Incidents recorded on school based form. (Powerschool)

School Year	Fall (Until mid-October)	Winter September - January 31st	Entire School Year
2025-2026	39	172	364 (99 bus)
2024-2025	5	68	169
*2023-2024	4	13	30

*2023-24 - Oakdale was in the process of creating new systems to accurately account for behavior data. The data listed above was not a true representation of documented behaviors. Behavior data was documented and tracked in a different format.

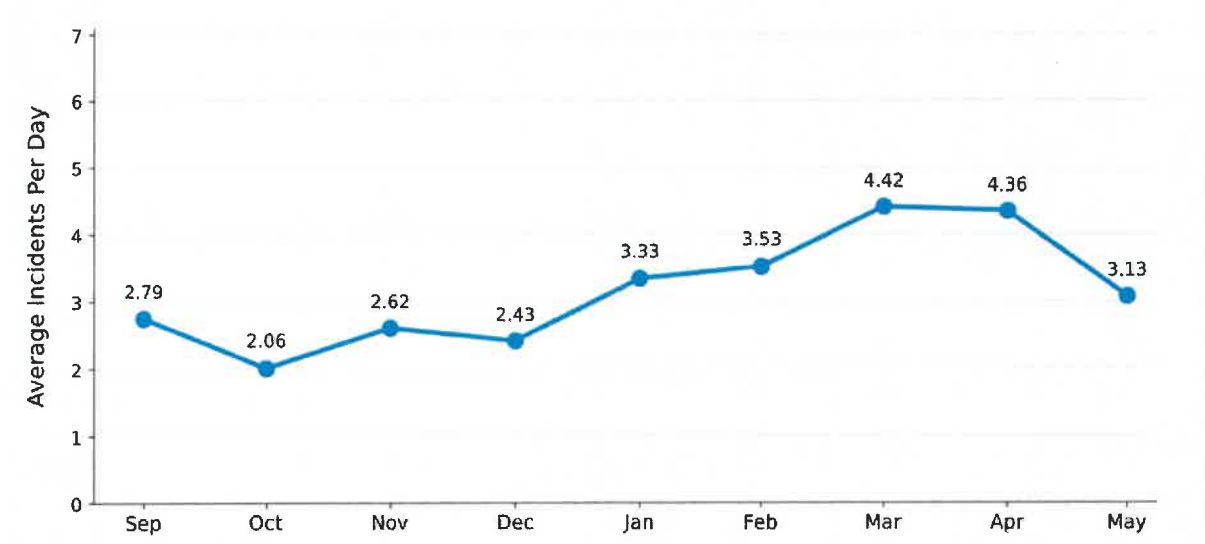
Oakdale Elementary Metrics

2025/2026

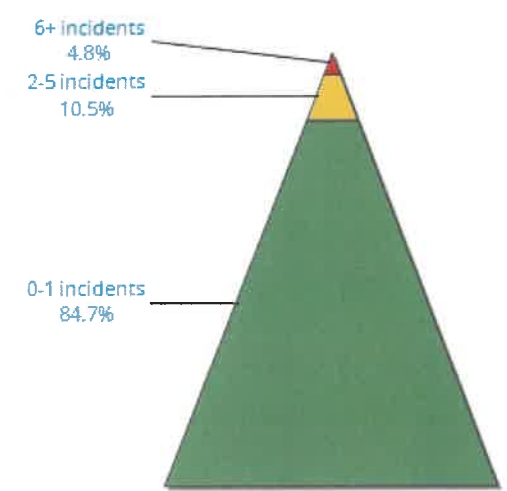
Suspensions	Totals
2025-2026	21
2024-2025	15
2023-2024	6

Average Daily Behavior Incidents

2025-2026 School Year



2025-2026 Behavior Incident Distribution



Lyle Elementary Metrics 2025/2026

Reading:

STAR Early Literacy

Grades K-2

Measured by Percent of Students Meeting District Benchmarks

Grade	Fall	Winter	Spring	Percentage of Students Meeting Growth Targets for Fall-Spring
K	45.3%	56.7%	53.8%	55.2%
1	43.9%	37.6%	34.8%	44.3%
2	22.1%	28.6%	29.2%	74.2%
Overall	35.1%	38.6%	38.2%	57%

STAR Reading

Grade 3

Measured by Percent of students Meeting District Benchmarks

Grade	Fall	Winter	Spring	Percentage of Students Meeting Growth Targets for Fall-Spring
3	52.2%	55.6%	55.6%	71.4%

Math:

STAR Math

Grades 1-3

Measured by Percent of students Meeting District Benchmarks

(Note: Kindergarten does not take this assessment)

Grade	Fall	Winter	Spring	Percentage of Students Meeting Growth Targets for Fall-Spring
1	18.2%	32.8%	27.3%	44.3%%
2	21.2%	30.9%	33.3%	58.3%
3	40.3%	50.6%	37.9%	69.1%
Overall	26.7%	39.4%	33.5%	57.4%

Lyle Elementary Metrics 2025/2026

Attendance:

Attendance:

Measured by Average Daily Attendance

School Year	Fall (September)	Winter September - January 31st	Entire School Year
2025-2026	93.34%	91.8%	91.15%
2024-2025	91.6%	90.4%	90.8%
2023-2024	88.1%	88.7%	88%

Attendance:

Measured by Regular Attenders

Note: A regular attender is a student who has attended school 90% or more of the time in a school year.

School Year	Fall (September)	Winter (September - January 31st)	Entire School Year
2025-2026	78%	69%	71%
2024-2025	71%	67%	72%
2023-2024 (Entire School Year)			68%

Lyle Elementary Metrics 2025/2026

Behavior:

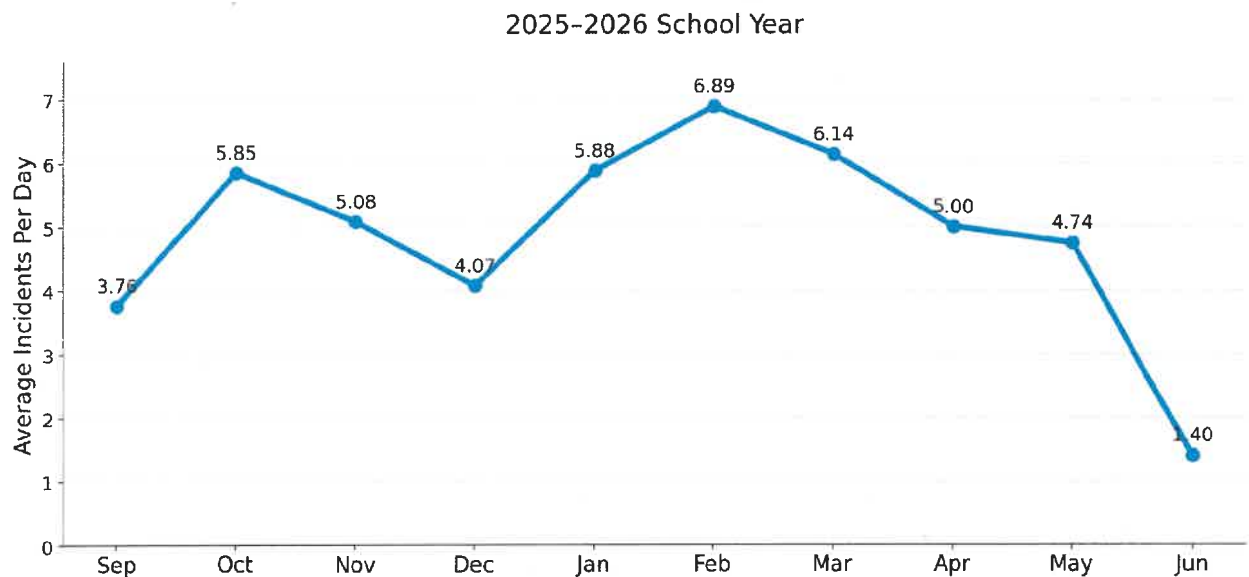
Behavior:

Measured in Discipline Incidents recorded on school based form. (Powerschool)

School Year	Fall (September)	Winter September - January 31st	Entire School Year
2025-2026	71	421	910
2024-2025	15	145	411
2023-2024	16	245	656

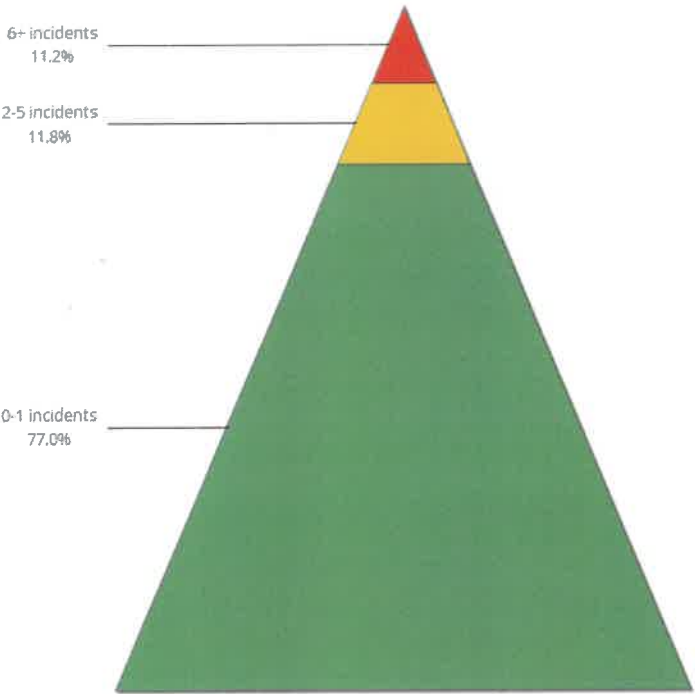
Suspensions	Totals
2025-2026	63
2024-2025	20
2025-2024	30

Average Daily Behavior Incidents



Lyle Elementary Metrics 2025/2026

2025-2026 Behavior Incident Distribution



Whitworth Elementary Metrics

Reading:

STAR Reading

Grade 4-5

Measured by Percent of Students Meeting District Benchmarks

Grade	Spring 24-25	Fall 25-26	Winter 25-26	Spring 25-26
4	53%	47%	57%	55%
5	64%	48%	55%	56%

District Benchmark Distribution of Same Set of Students Over Multiple Years

■ Urgent Intervention
 ■ Intervention
 ■ On Watch
 ■ At/Above Benchmark

Grade

4th Grade

School Year	Grade	% Benchmark Distribution	Below 10 PR		10 - 24 PR		25 - 39 PR		At/Above 40 PR		# Students
			Number	%	Number	%	Number	%	Number	%	
2025 - 2026	4th Grade		17	10%	23	14%	35	21%	93	55%	168
2024 - 2025 School Year	3rd Grade		12	9%	22	16%	30	21%	77	55%	141
2023 - 2024 School Year	2nd Grade		34	31%	19	18%	10	9%	45	42%	108
2022 - 2023 School Year	1st Grade		7	24%	3	10%	3	10%	16	55%	29

Grade

5th Grade

School Year	Grade	% Benchmark Distribution	Below 10 PR		10 - 24 PR		25 - 39 PR		At/Above 40 PR		# Students
			Number	%	Number	%	Number	%	Number	%	
2025 - 2026	5th Grade		10	6%	29	19%	28	18%	87	56%	154
2024 - 2025 School Year	4th Grade		12	8%	32	22%	22	15%	78	54%	144
2023 - 2024 School Year	3rd Grade		46	39%	12	10%	12	10%	47	40%	117
2022 - 2023 School Year	2nd Grade		15	19%	6	8%	9	12%	47	61%	77
2021 - 2022	1st Grade		1	4%	2	8%	6	24%	16	64%	25

Whitworth Elementary Metrics

Math:

STAR Math

Grades 4-5

Measured by Percent of Students Meeting District Benchmarks

Grade	Spring 24-25	Fall 25-26	Winter 25-26	Spring 25-26
4	47%	52%	53%	53%
5	56.5%	46%	55%	54%

Grade

4th Grade

School Year	Grade	% Benchmark Distribution	Below 10 PR		10 - 24 PR		25 - 39 PR		At/Above 40 PR		# Students
			Number	%	Number	%	Number	%	Number	%	
2025 - 2026	4th Grade		12	7%	29	17%	38	23%	89	53%	168
2024 - 2025 School Year	3rd Grade		14	10%	30	21%	32	22%	67	47%	143
2023 - 2024 School Year	2nd Grade		24	19%	21	17%	18	14%	62	50%	125
2022 - 2023 School Year	1st Grade		13	11%	11	9%	27	23%	67	57%	118

Grade

5th Grade

School Year	Grade	% Benchmark Distribution	Below 10 PR		10 - 24 PR		25 - 39 PR		At/Above 40 PR		# Students
			Number	%	Number	%	Number	%	Number	%	
2025 - 2026	5th Grade		8	5%	27	18%	36	23%	83	54%	154
2024 - 2025 School Year	4th Grade		10	7%	32	22%	35	24%	67	47%	144
2023 - 2024 School Year	3rd Grade		38	31%	19	16%	14	11%	51	42%	122
2022 - 2023 School Year	2nd Grade		29	25%	18	16%	18	16%	51	44%	116
2021 - 2022	1st Grade		4	4%	16	18%	16	18%	54	60%	90

Whitworth Elementary Metrics

Attendance:

Measured by Average Daily Attendance

Regular Attenders

	Fall (Sept 2nd -Oct. 17th)	Winter September - January 31st	Entire School Year
2025-2026	83% (284 students)	80% (268 students)	80% (268 students)
2024-2025	74% (269 students)	71% (256 students)	71.75%
2023-2024	70%	74% (261 students)	74%

Measured by: Regular Attenders

	Fall (September)	Winter September - January 31st	Entire School Year
2025-2026	94.56%	93.5%	93.3%
2024-2025	93.37%	92.07%	92.3%

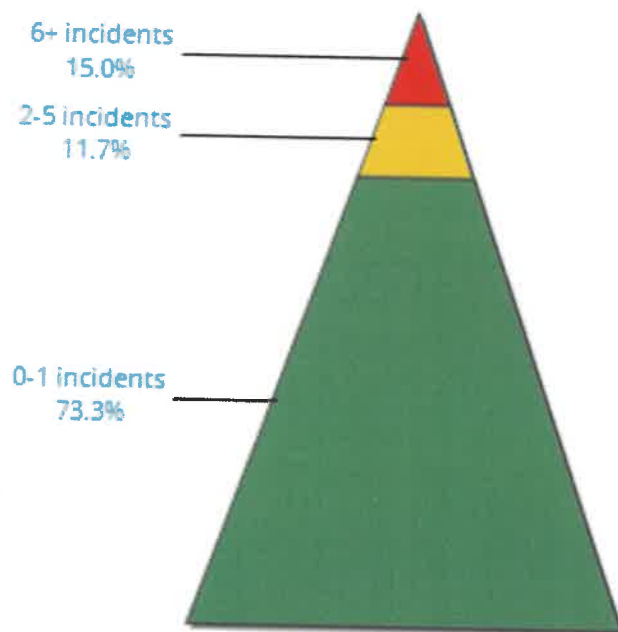
Whitworth Elementary Metrics

Behavior

Measured in School Offense Incidents recorded on school based form. *24-25 was the first year that Powerschool was exclusively used for reporting and recording all incidents.

School Year	September - October 15th	Sept 15th - Feb 12th	Entire School Year
2025-2026	195	434	799
*2024-2025			714

2025-2026 Behavior Incident Distribution



Measured in **State Reportable Discipline Incidents** recorded on school based form.

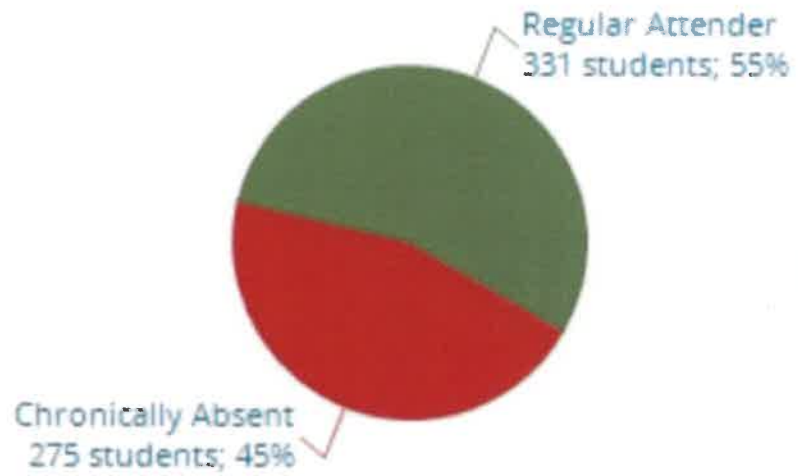
	Fall (Sept 2nd - Oct 17th)	Winter September - January 31st	Entire School Year
2025-2026	0	10	20
2024-2025	21	51	63
2023-2024	1	25	85



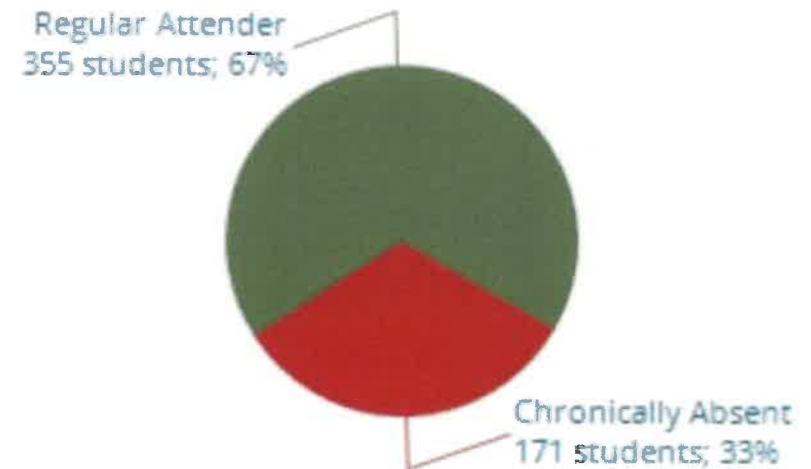
Class of...	K	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th
	Lyle / Oakdale				Whitworth		La Creole			Dallas High			
Class of 2026											56%	62%	44%
Class of 2027										67%	61%	63%	
Class of 2028									60%	71%	70%		
Class of 2029								67%	55%	72%			
Class of 2030							64%	59%	68%				
Class of 2031						78%	70%	71%					
Class of 2032					70%	73%	72%						
Class of 2033				73%	72%	82%							
Class of 2034			72%	73%	75%								
Class of 2035		70%	72%	80%									
Class of 2036	57%	64%	77%										
Class of 2037	69%	72%											
Class of 2038	71%												

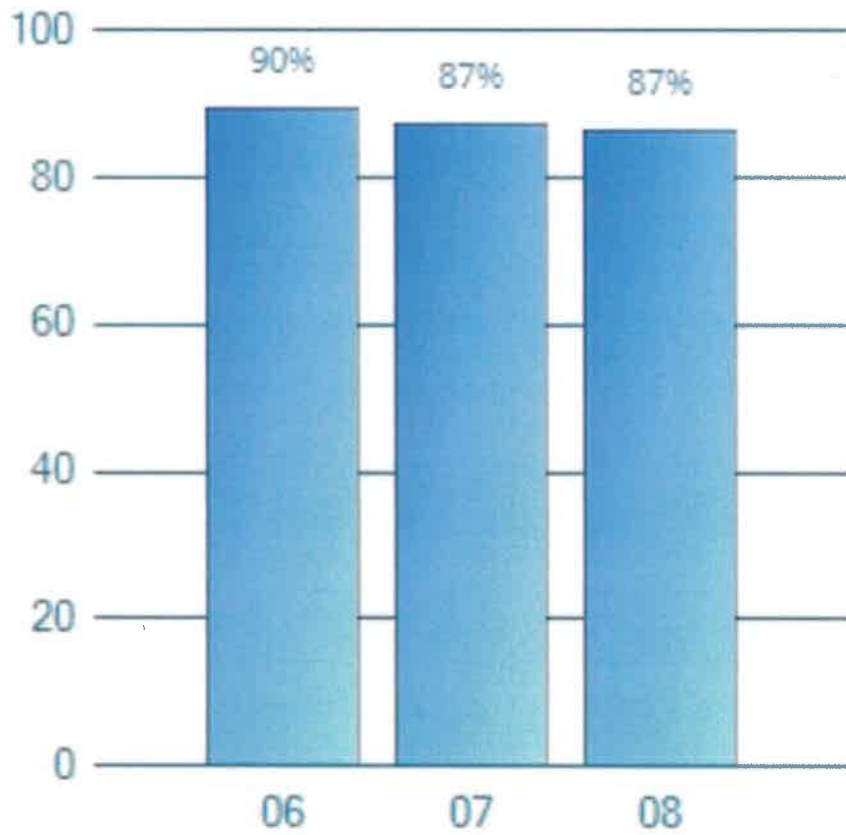
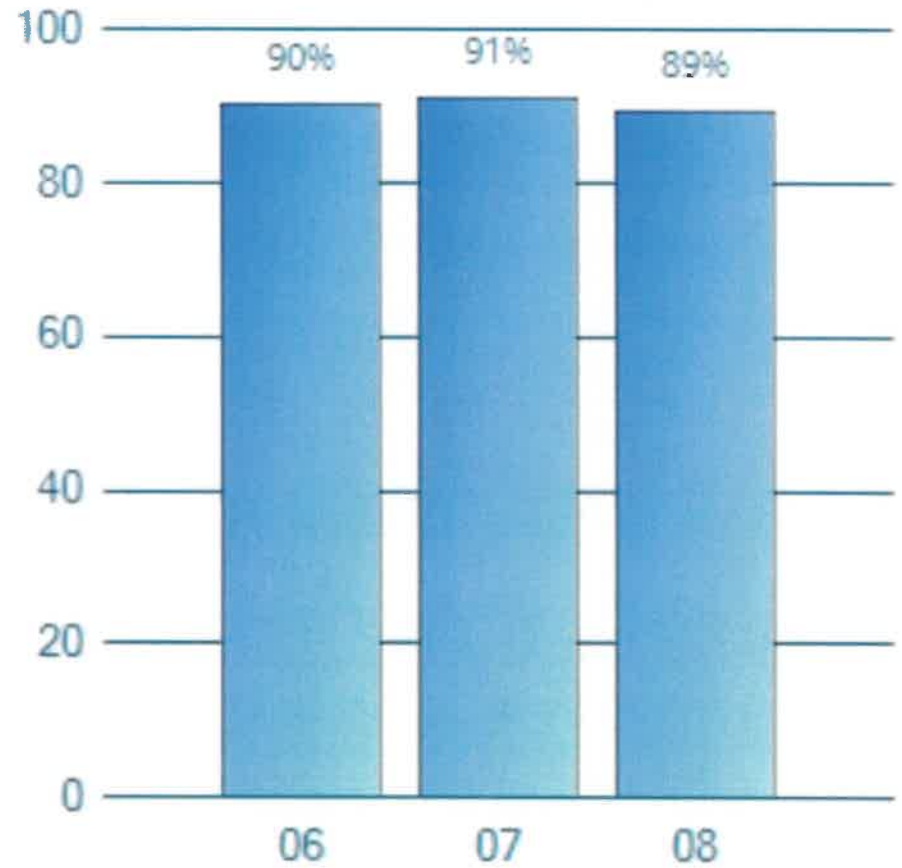
District Cohort Data by Graduating Class

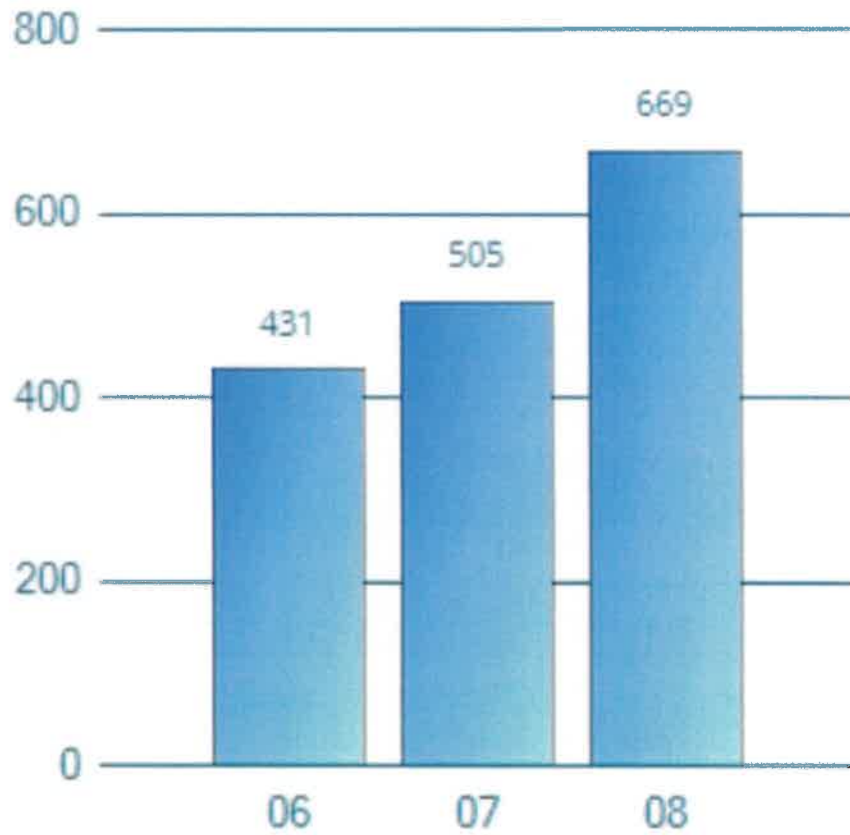
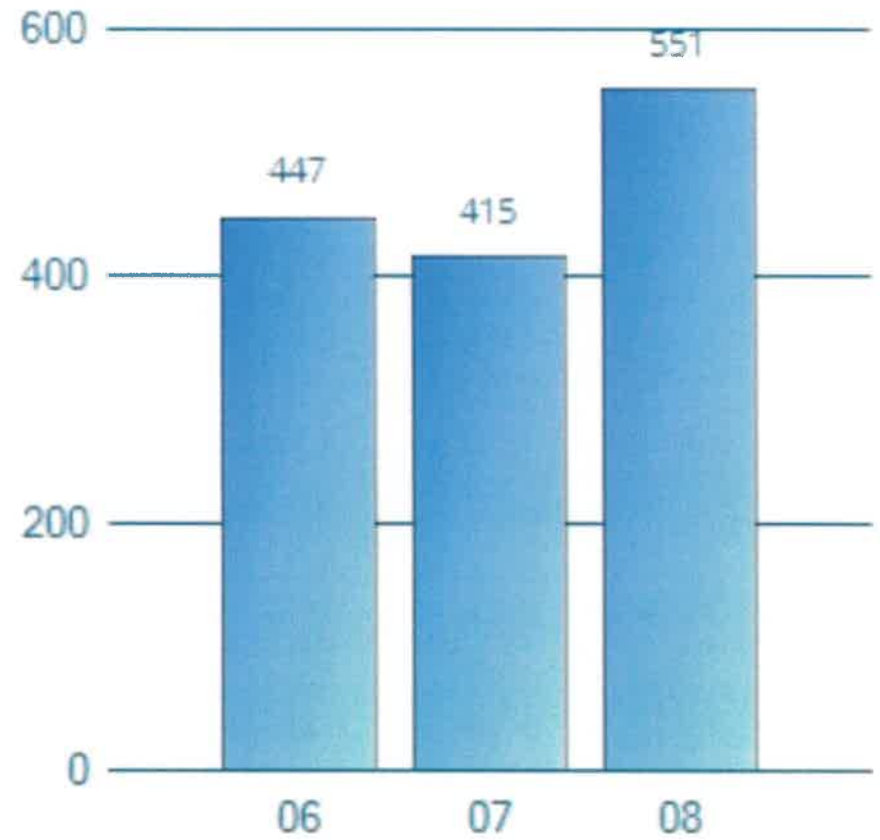
2024-2025 Regular Attendance (Student-Filter View)



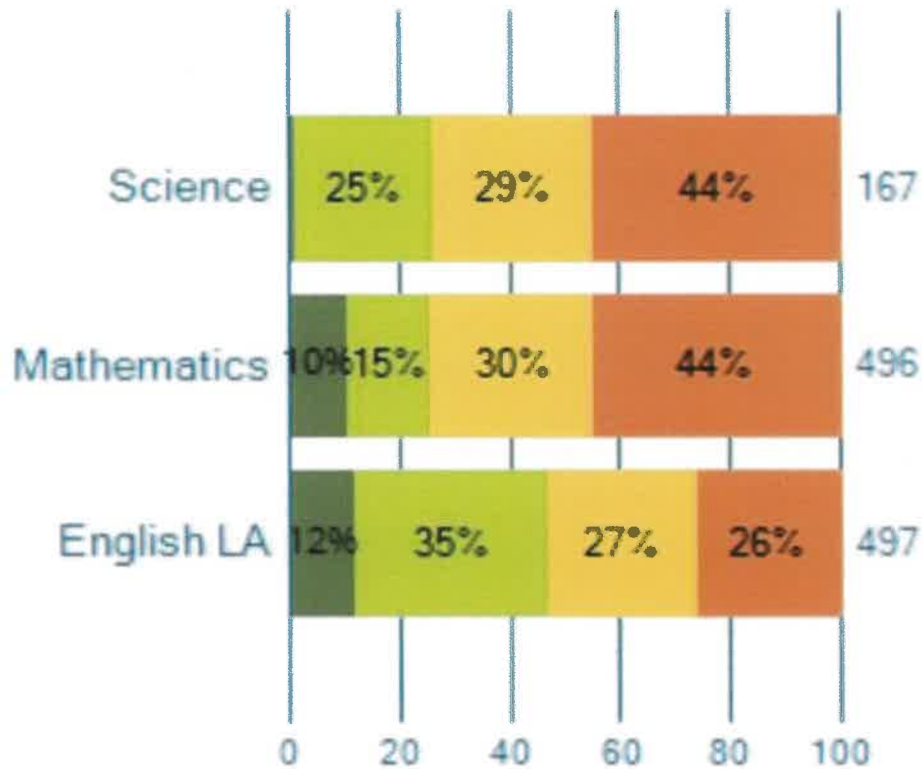
2025-2026 Regular Attendance (Student-Filter View)



2024-2025 Attendance By Grade Level**2025-2026 Attendance By Grade Level**

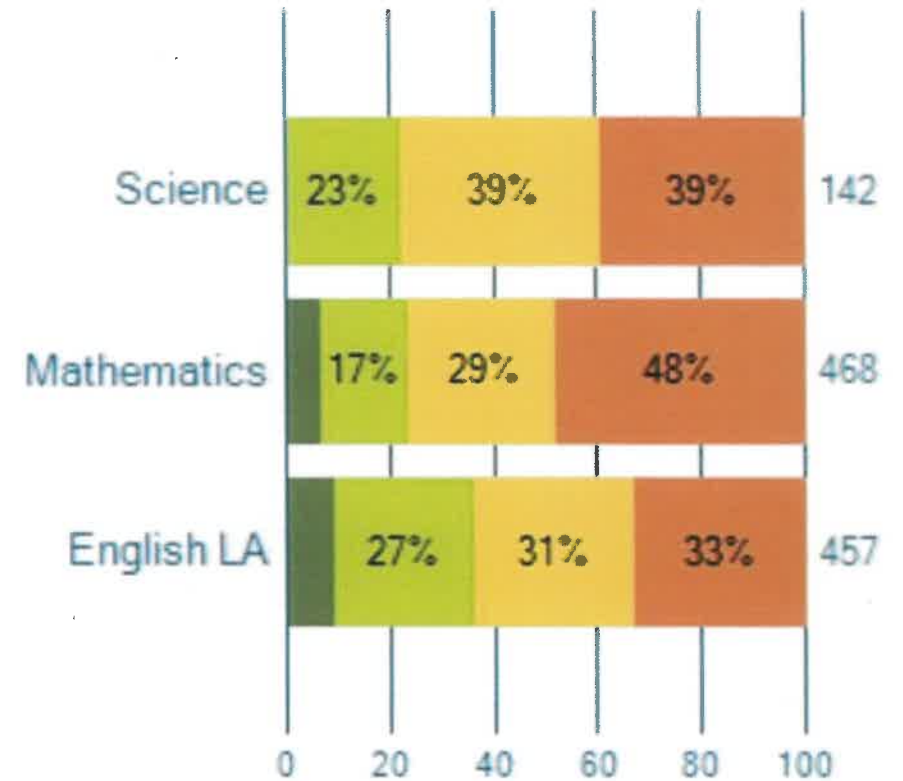
2024-2025 Incidents By Grade Level**2025-2026 Incidents By Grade Level**

2024-2025 OSAS By Subject



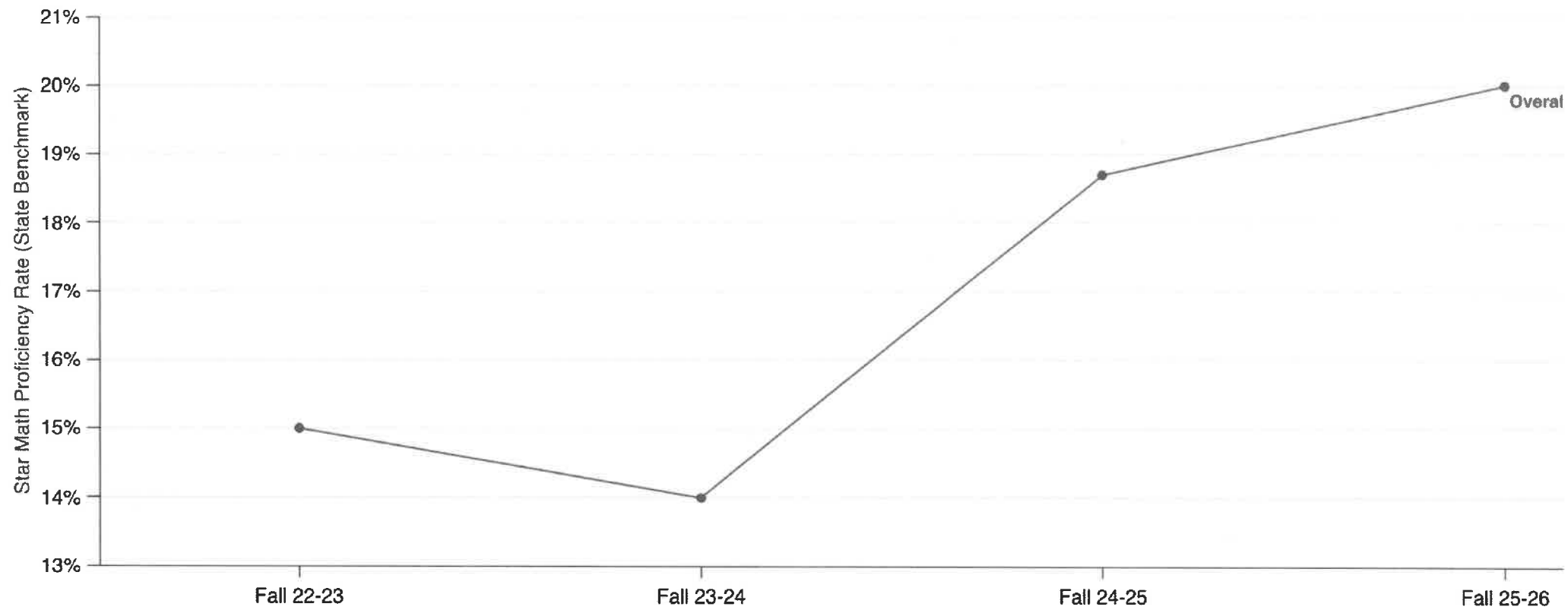
Level 4 Level 3 Level 2 Level 1

2025-2026 OSAS By Subject

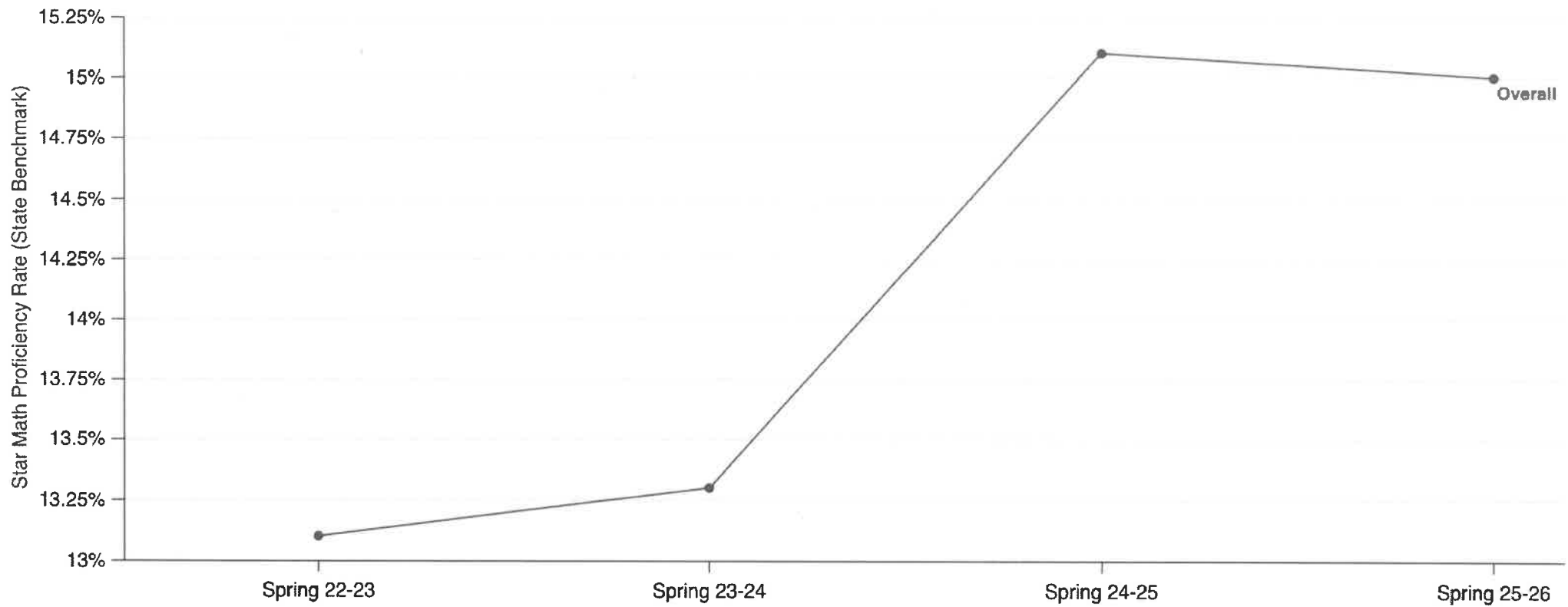


Level 4 Level 3 Level 2 Level 1

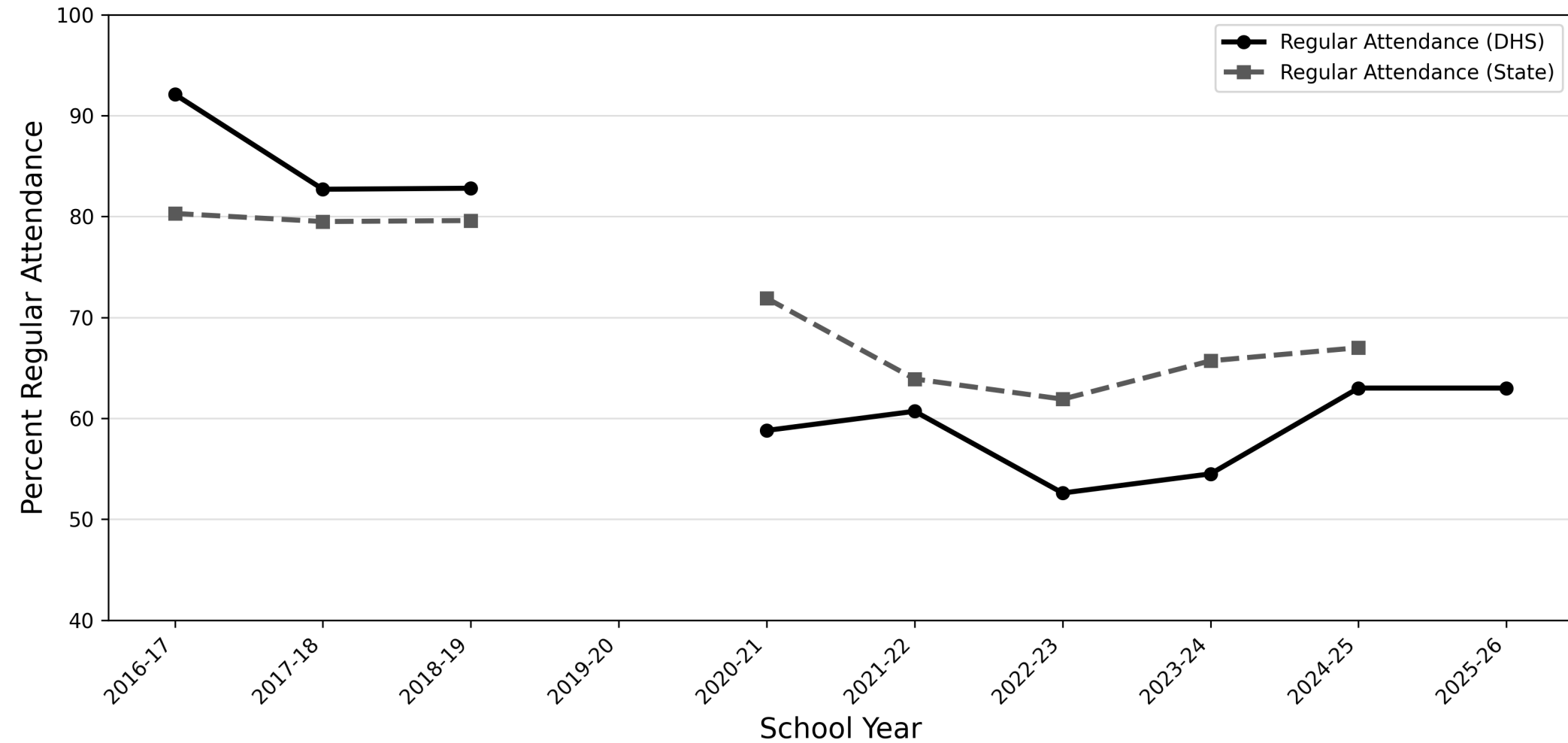
Fall Progression of Math Achievement STAR Data



Spring Progression of Math Achievement STAR Data

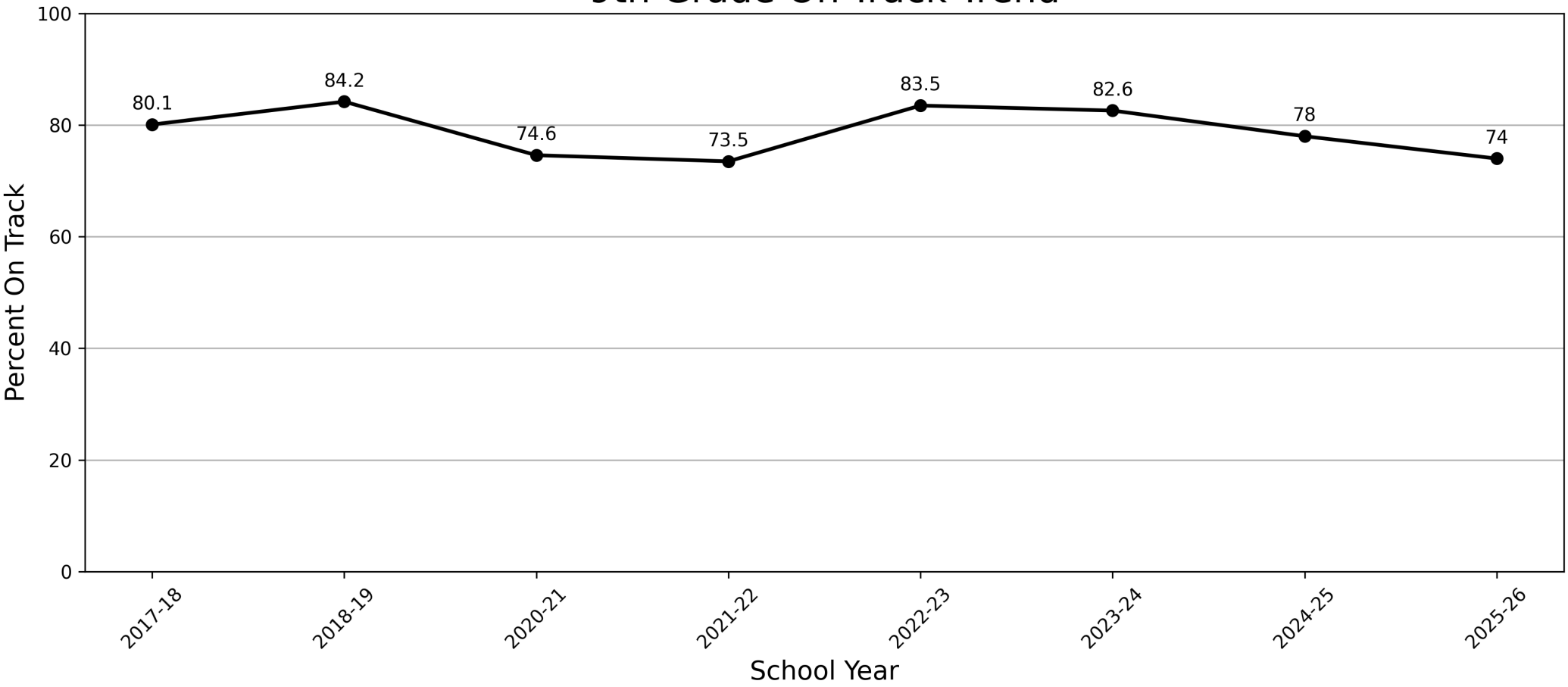


Regular Attendance Trend: DHS and State



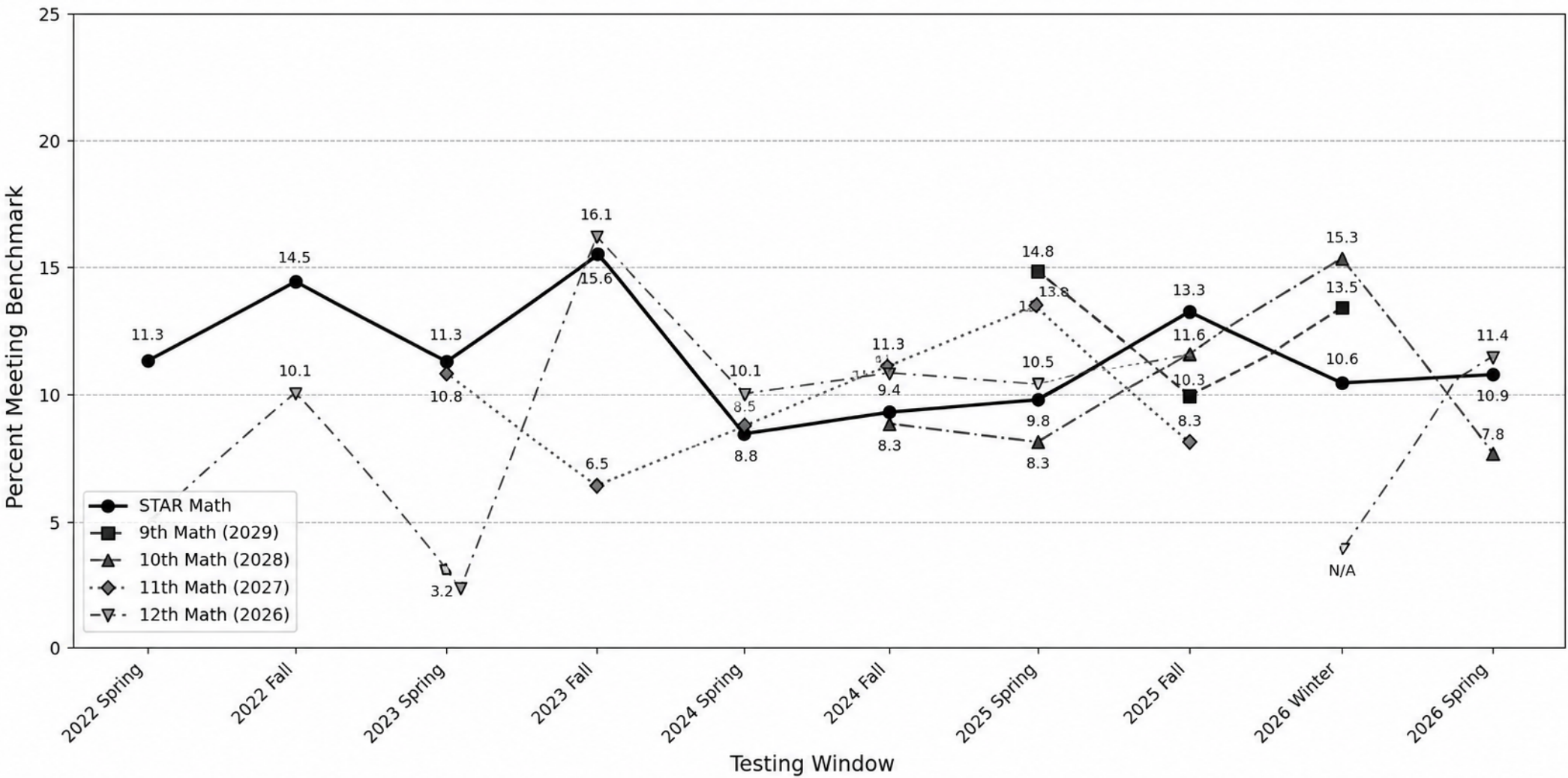
Note: 'No Data' and 'Unreleased' values are not plotted.

9th Grade On-Track Trend

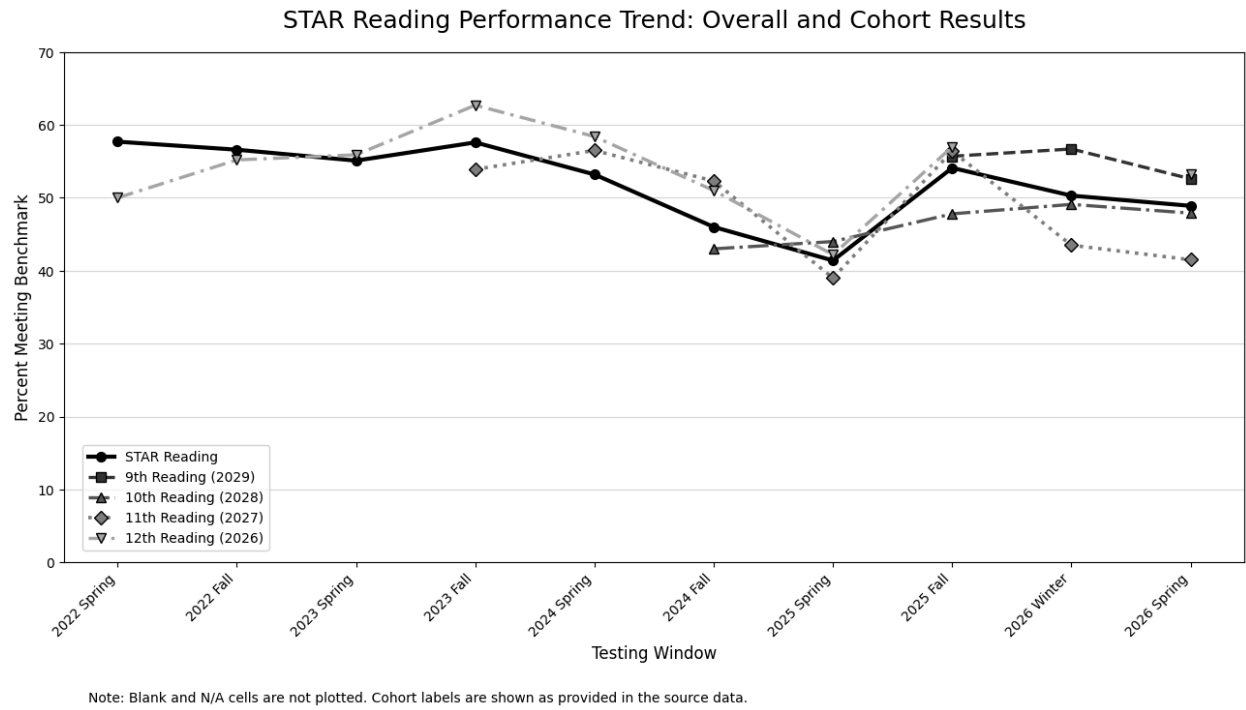
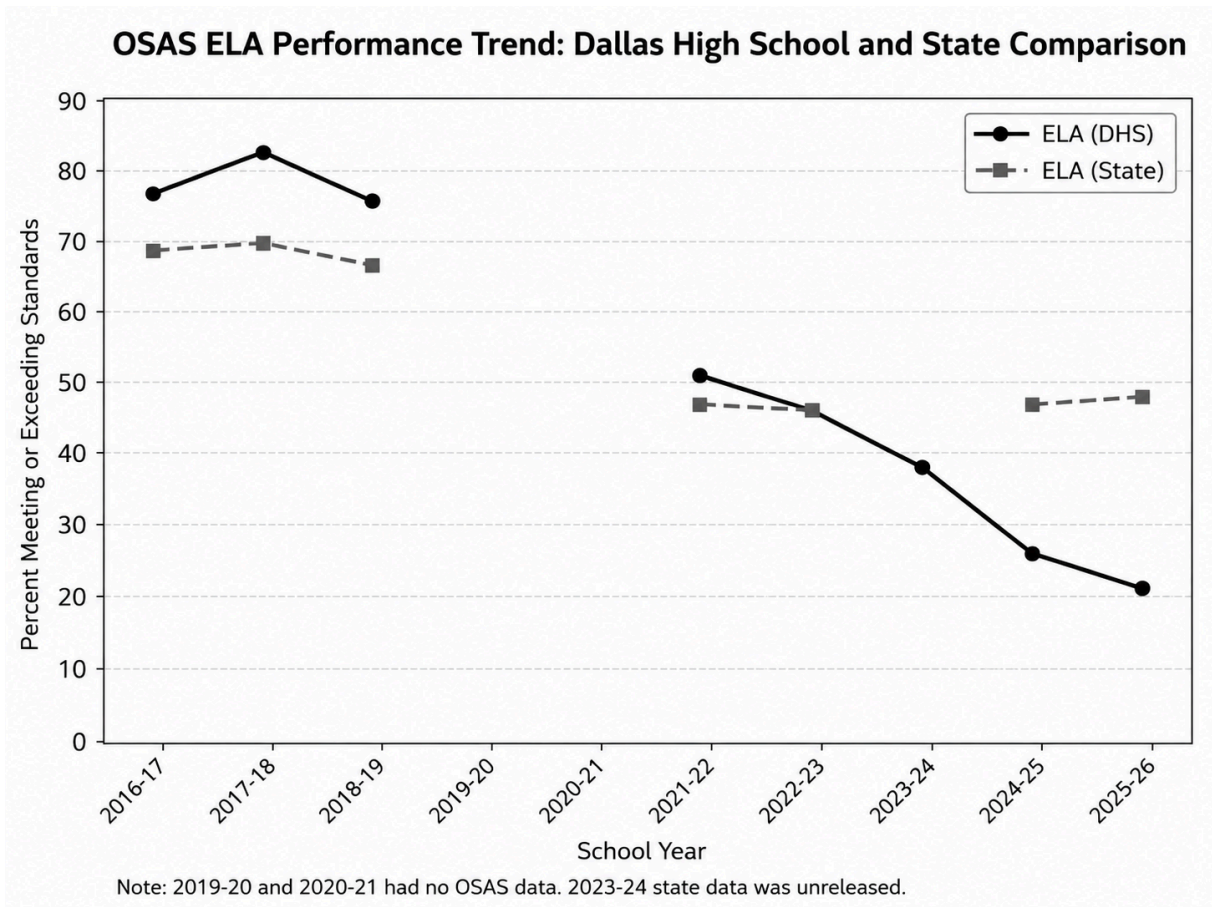


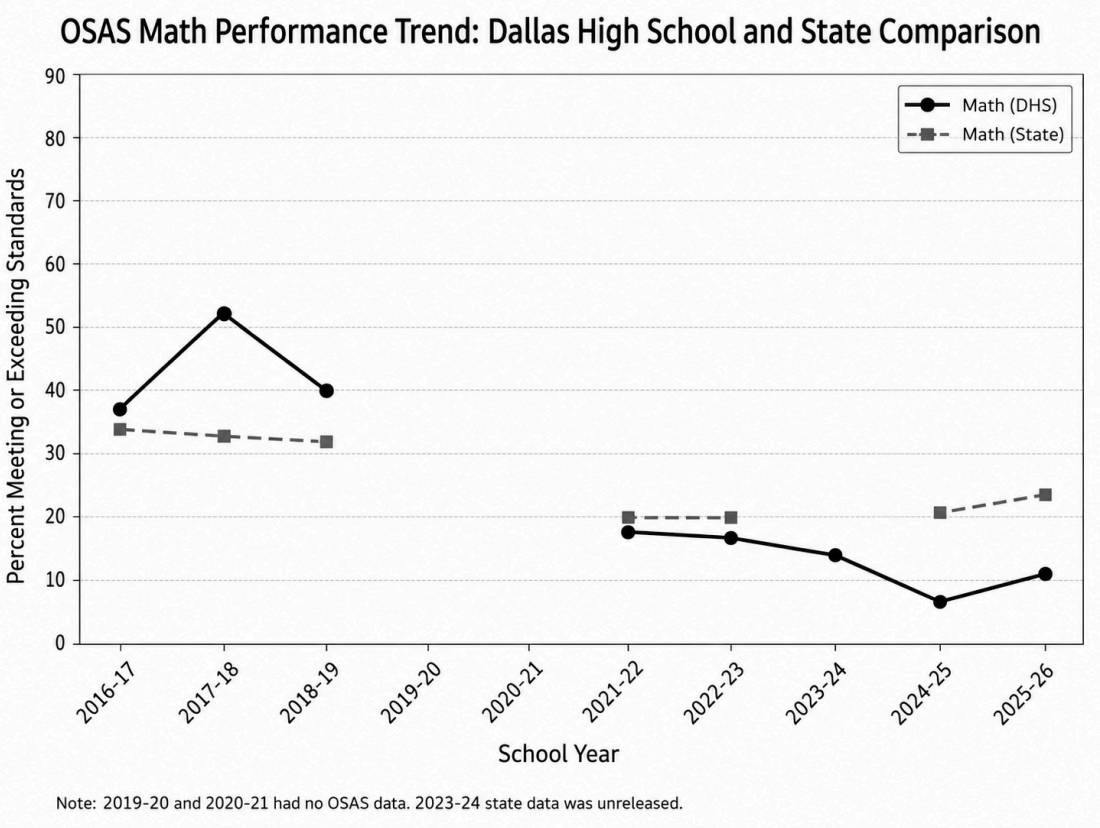
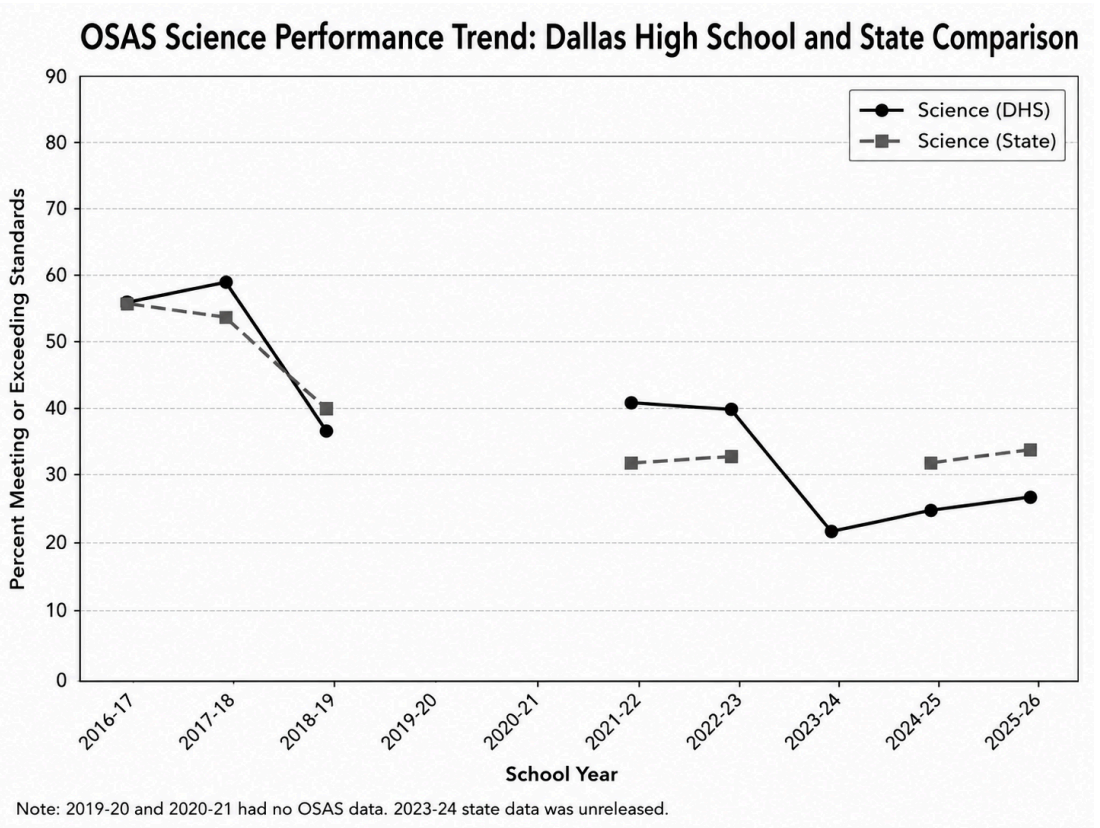
Note: No Data years are not plotted.

STAR Math Performance Trend: Overall and Cohort Results

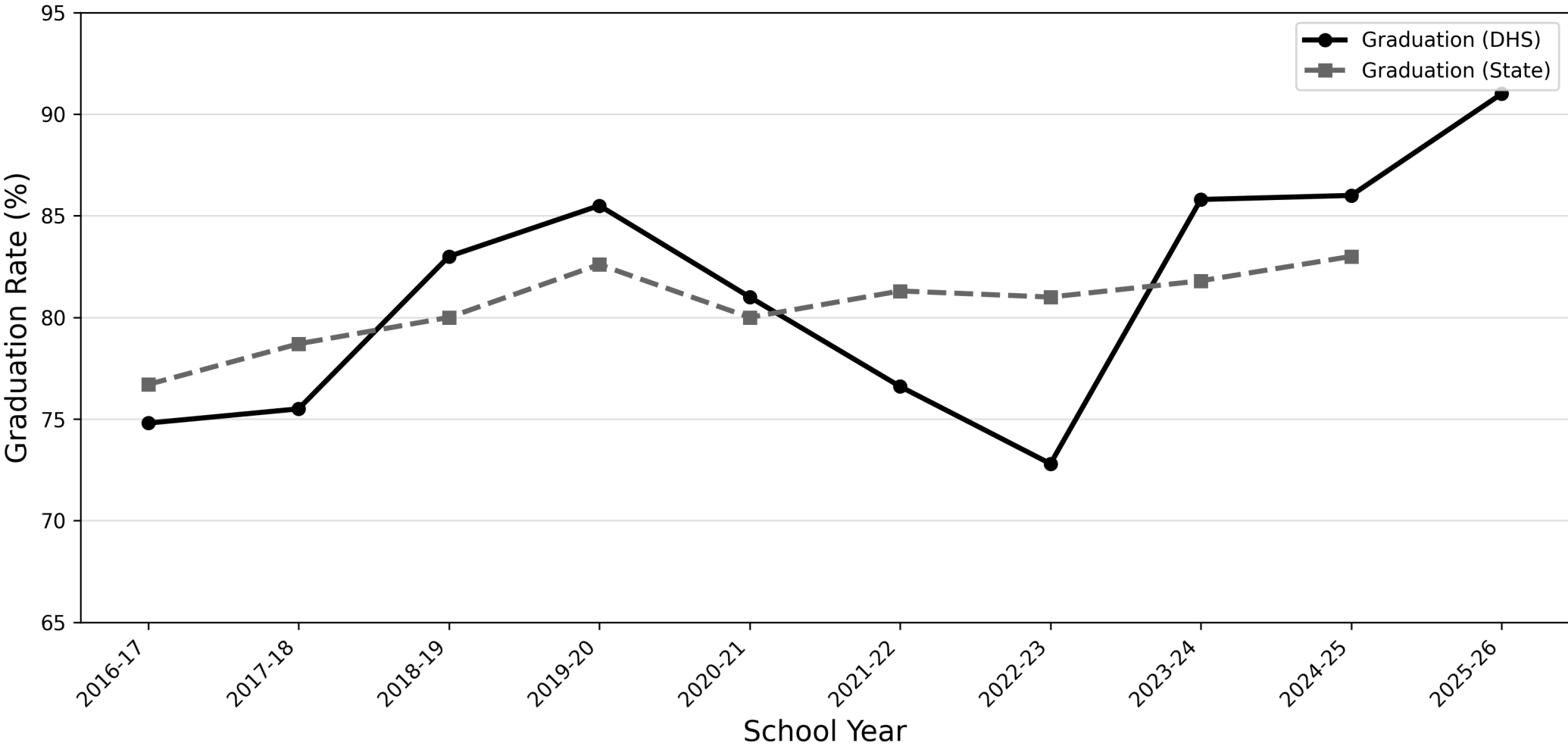


Note: Blank and N/A cells are not plotted. Cohort labels are shown as provided in the source data.
9th grade on Track:





Graduation Rate Trend: DHS and State



Note: 'Fall Release' value is not plotted.



June 2026

	2025-26	2024-2025	2023-2024
Credits earned/Credits attempted	83%	92%	77%
Students "on track" to graduate (earning 5 credits or more in semester and/or having 5 or fewer credits remaining to graduate)	93%	78%	90%
4-year Graduates	26	28	26
5-year + Graduates	5	4	10
Other Completion	N/A	1	N/A
Regular Attenders (Percent of students attending 90% or more of classes)	60%	68%	33%
Discipline Information	9 suspensions (harassment, aggressive behavior, defiance/disrespect, drugs)	3 suspensions (harassment, fighting)	8 suspensions (vaping)



2024-2025 STAR Reading

School	Less than Proficient				Proficient				Star Reading Participation			
	Level 1		Level 2		Level 3		Level 4		Tested		Not Tested	
	Total	%	Total	%	Total	%	Total	%	Total	%	Total	%
Morrison Secondary School	24	46%	12	23%	11	21%	5	10%	52	73%	19	27%

2025-2026 STAR Reading

School	Less than Proficient				Proficient				Star Reading Participation			
	Level 1		Level 2		Level 3		Level 4		Tested		Not Tested	
	Total	%	Total	%	Total	%	Total	%	Total	%	Total	%
Morrison Secondary School	25	40%	14	22%	17	27%	7	11%	63	90%	7	10%
Morrison Secondary School	26	40%	18	28%	16	25%	5	8%	65	96%	3	4%
Morrison Secondary School	10	29%	13	37%	8	23%	4	11%	35	83%	7	17%

FALL

WINTER



2024-2025 STAR Math

School ▲	Less than Proficient				Proficient				Star Math Participation			
	Level 1		Level 2		Level 3		Level 4		Tested		Not Tested	
	Total	%	Total	%	Total	%	Total	%	Total	%	Total	%
Morrison Secondary School	51	93%	1	2%	2	4%	1	2%	55	77%	16	23%

2025-2026 STAR Math

School ▲	Less than Proficient				Proficient				Star Math Participation			
	Level 1		Level 2		Level 3		Level 4		Tested		Not Tested	
	Total	%	Total	%	Total	%	Total	%	Total	%	Total	%
Morrison Secondary School	59	95%	1	2%	1	2%	1	2%	62	89%	8	11%
Morrison Secondary School	61	91%	5	7%	1	1%	0	0%	67	99%	1	1%
Morrison Secondary School	34	92%	2	5%	1	3%	0	0%	37	88%	5	12%

FALL
WINTER

**DALLAS SCHOOL DISTRICT #2
DALLAS, OR**

June 22, 2026

RESOLUTION # 25-26-11

**RESOLUTION TO TRANSFER FUNDS TO FOOD SERVICE FUND 203
FROM GENERAL FUND**

WHEREAS the 2025-26 adopted budget includes an amount in object 710 fund modifications to transfer up to \$18,500 from General Fund to the Food Service Fund 203 for the purpose of subsidizing the program if necessary. As of June 15, 2026, there appears to be a need to transfer some funds, although the final total cannot be known until all the requirements (including commodities allocation) are processed and the summer feeding program revenue is tallied. All of these things will happen during the month of July and booked into the food service fund for a final profit and loss report. Any necessary transfer up to \$18,500 will then be booked retroactively as authorized by this resolution.

BE IT RESOLVED that the School Board of Dallas School District No. 2 authorizes the transfer of up to \$18,500 from the transfer account (100-5220-710) to Fund 203 for the purpose stated above as budgeted in the 2025-26 adopted budget appropriation. This transfer does not affect the appropriations of either the General Fund or the Special Revenue Funds which includes the Food Service Fund 203.

Superintendent

Board Chair

Date

Date

DALLAS SCHOOL DISTRICT NO. 2

DALLAS, OR

June 22, 2026

RESOLUTION # 25-26-10

RESOLUTION TO SET CONSTRUCTION EXCISE TAX RATES

HISTORY: The District adopted resolution #22-23-09 at its June 12, 2023 meeting to levy a Construction Excise Tax on new construction in the District as allowed by ORS 320.170. The originating Senate Bill required revenues to be used for capital improvement or repayment of capital improvement debt. The tax is levied based on a rate per square foot of new construction. The rate is indexed and a MAXIMUM rate is published each year by the Oregon Department of Revenue. The current maximum rates authorized by the Department of Revenue are:

Type of Construction	Fiscal Year 2026-27 Rate Limit	Note
Residential*	\$1.70	dollars per square foot
Non-Residential*	\$.85	dollars per square foot
Non-Residential Maximum	\$42,400	maximum

PROPOSED 2026-27 DALLAS SD RATES:

Type of Construction	Fiscal Year 2026-27 Rate Limit	Note
Residential*	\$1.70	dollars per square foot
Non-Residential*	\$.85	dollars per square foot
Non-Residential Maximum	\$42,400	maximum

SUGGESTED MOTION: I move to adopt the maximum Tax Rates as presented for Construction Excise Tax for fiscal year 2026-27.

The construction excise tax shall be assessed and collected pursuant to the provisions of ORS 320.170 to 320.189.

The Superintendent is hereby directed to provide notice of this resolution to the District's local government partners collecting the CET pursuant to intergovernmental agreements with the District under ORS 320.179(2).

 Superintendent

 Board Chair

 Date

 Date

Board Resolved Rate	1/3 Max Rate	2/3 Max Rate	Max Rate	
Dallas SD Collected	2023.24	2024.25	2025.26	Cumulative Total
Jul - Sep	\$ -	\$ 25,339.91	\$ 19,561.07	\$ 44,900.98
Sep - Dec	\$ 8,187.38	\$ 26,516.00	\$ 30,830.95	\$ 65,534.33
Jan - Mar	\$ 23,011.12	\$ 32,832.12	\$ 110,947.70	\$ 166,790.94
Apr - Jun	\$ 23,477.88	\$ 15,692.47	\$ -	\$ 39,170.35
Total Dallas SD Collected	\$ 54,676.38	\$ 100,380.50	\$ 161,339.72	\$ 316,396.60

Issue: Indexing of School Construction Tax Limits

Statute Reference: ORS 320.170

Last Updated: 7/14/2025

Background:

Passed in 2007, SB 1036 allowed school districts to impose a tax on new construction measured by the square footage of improvements (affordable housing, public buildings, agricultural buildings, hospitals, private schools, and religious facilities are exempt). SB 1036 defined and required revenues to be used for capital improvements. Construction taxes imposed by a school district must be collected by a local government, local service district, special government body, state agency or state official that issues a permit for structural improvements regulated by the state building code. An intergovernmental agreement with local governments collecting the tax is required and collection expenses are limited to 4% of tax revenue. DCBS is allowed to establish an administration fee of .25% of tax revenue. School districts with construction tax revenue are required to develop long-term facility plans. Construction taxes may be used for repayment of capital improvement debt.

Tax Limit Calculations:

SB 1036 set tax rate limits of \$1 per square foot for residential use and \$0.50 for nonresidential use, along with a \$25,000 tax limit on nonresidential properties. Beginning in 2009, tax rates were indexed to inflation using the Engineering News-Record Construction Cost Index. As prescribed in statute, the Department of Revenue (DOR) is responsible for updating tax rate limits and notifying affected districts. To notify affected districts DOR has partnered with the Department of Education (ODE) who receives updated limit calculations from DOR and notifies the affected districts.

Dept of Rev Max Rates by FY:	2023-24	2024-25	2025-26	2026-27
Residential*	1.56	1.63	1.67	1.70
Non-Residential*	0.78	0.82	0.84	.0.85
Non-Residential Max	39,100	40,800	41,800	42,400
Dallas SD Rates by FY:	2023-24 1/3	2024-25 2/3	2025-26	2026-27 Proposed
Residential*	.52	1.09	1.67	1.70
Non-Residential*	.28	.55	.84	.85
Non-Residential Max	39,100	26,667	41,800	42,400
Collected	\$54,676	\$100,381	\$161,340**	

*Dollars per square foot

**Through March 2026

AGREEMENT

between

Mid-Valley Bargaining Council

(Dallas Education Association)

and

Dallas School District No. 2

July 1, 2026 TO JUNE 30, 2029

Final DEA Bargaining CBA 2026 – Update Effective 7/1/26.

Table of Contents

<u>Preamble.....</u>	<u>3</u>
<u>Council Rights.....</u>	<u>4</u>
<u>Management Rights.....</u>	<u>6</u>
<u>Recognition and Status of Agreement.....</u>	<u>7</u>
<u>Duration/Reopener.....</u>	<u>8</u>
<u>Article 1 Compensation: Extra Duty.....</u>	<u>9</u>
<u>Article 2 Compensation: Fringe Benefits.....</u>	<u>14</u>
<u>Article 3 Compensation: Salary.....</u>	<u>16</u>
<u>Article 4 Complaint Procedure.....</u>	<u>18</u>
<u>Article 5 Discipline and Rights of Professional Teachers.....</u>	<u>19</u>
<u>Article 6 Dues and Payroll Deductions.....</u>	<u>21</u>
<u>Article 7 Evaluation.....</u>	<u>22</u>
<u>Article 8 Grievance Procedure.....</u>	<u>23</u>
<u>Article 9 Leave: Medical.....</u>	<u>28</u>
<u>Article 10 Leave: Paid.....</u>	<u>30</u>
<u>Article 11 Leave: Sabbatical.....</u>	<u>32</u>
<u>Article 12 Leave: Unpaid.....</u>	<u>34</u>
<u>Article 13 Maintenance of Classroom Control and Discipline.....</u>	<u>36</u>
<u>Article 14 Miscellaneous Provisions.....</u>	<u>38</u>
<u>Article 15 Negotiations Procedure.....</u>	<u>39</u>
<u>Article 16 Nondiscrimination.....</u>	<u>40</u>
<u>Article 17 Nonteaching Duties.....</u>	<u>41</u>
<u>Article 18 Personal and Academic Freedom.....</u>	<u>42</u>
<u>Article 19 Personnel Files.....</u>	<u>43</u>
<u>Article 20 Professional Development and Educational Improvement.....</u>	<u>44</u>
<u>Article 21 Reduction in Force: Layoff/Recall.....</u>	<u>46</u>
<u>Article 22 School Improvement.....</u>	<u>50</u>
<u>Article 23 Teacher Assignments.....</u>	<u>51</u>
<u>Article 24 Teacher Work Year.....</u>	<u>52</u>
<u>Article 25 Teacher - Administrator Liaison.....</u>	<u>53</u>
<u>Article 26 Teaching Conditions.....</u>	<u>54</u>
<u>Article 27 Teaching Hours and Teaching Load.....</u>	<u>56</u>
<u>Article 28 Transfers and Openings.....</u>	<u>59</u>
<u>Execution/Signatures.....</u>	<u>61</u>
<u>Addendum I.....</u>	<u>62</u>
<u>Addendum II.....</u>	<u>63</u>
<u>Addendum III.....</u>	<u>64</u>
<u>Addendum IV.....</u>	<u>65</u>
<u>Addendum V.....</u>	<u>66</u>
<u>Addendum VI.....</u>	<u>67</u>

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. Staff Licensure
1. It is the teacher's responsibility to monitor the status of their licensure.
 2. If it becomes known that a teacher has been working without a valid teaching license, the teacher will immediately be placed on unpaid leave.
 3. The teacher will remain on leave until they have submitted their application to TSPC and their background check has been cleared thereby initiating the grace period. Only when the grace period is confirmed may the teacher return to work.
 4. If this is the first time the teacher has had a lapse in licensure, they will be given a letter of directive. The teacher may still face investigation by TSPC. Any disciplinary action taken by TSPC would be separate from the district process; however, depending on the severity of TSPC's findings, a teacher's employment with the district may be impacted.
 5. Additional lapses in licensure will lead to progressive disciplinary action up to and including dismissal.
 6. Should the teacher be unable to immediately renew their license, a protracted unpaid leave status could result in dismissal due to their inability to meet minimum job requirements.
- E. 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.
- F. 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, 2026 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

For the purposes of this article, the Dallas Education Association (DEA) and the District stipulate that the term, "Educational Assistant (EA)" refers to an individual, not a 1.0 FTE.

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 the 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

<u>Tier</u>	<u>Years of Dallas Experience</u>	<u>Compensation based on base salary at 1-1</u>
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 only for a 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. An additional stipend of 2% per year, based on the rate at Step 1 Column 1, will be paid to special education teachers that run special education programs that staff three or more Educational Assistants (EAs) and require assigning tasks to, and building schedules for, those EAs.
2. Teachers who are in charge of running behavior programs that require assigning work tasks and building schedules for 3 or more Educational Assistants (EAs) shall receive a stipend of 5.2% 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. While most tasks should be accomplished inside the contracted work week the district recognizes that additional time is spent beyond the normal workday in order to run the programs that staff 3 or more EAs through this stipend. In order to receive this stipend teachers must have a minimum of 3 EAs assigned to their program.
3. Teachers who are in charge of running Title I programs that require planning parent

nights, intervention lesson planning, assigning work tasks and building schedules for three or more Educational Assistants (EAs) shall receive a stipend of 5.2% per year based on the rate at Step 1 Column 1. This stipend shall be pro-rated based on FTE, and on contract year. The stipend will be paid in 12 equal payments if working a full year. While most tasks should be accomplished inside the contracted work week, the District recognizes that additional time is spent beyond the normal workday in order to run the programs that staff three or more EAs through this stipend. In order to receive this stipend, teachers must have a minimum of three EAs assigned to their Title I program.

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 current hourly minimum wage.
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 1.0 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

1. 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

- 2026 – 2027 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
- 2027 – 2028 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
- 2028 – 2029 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 OEGB.

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.

<u>Days Worked</u>	<u>Months Insurance Paid</u>
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 2026 – 2027 the 2025 – 2026 salary schedule will be increased by 3.8%. The 3.8% will be added to each cell in the 2025-2026 salary schedule. The new schedule will be submitted to a Council representative to verify the 3.8% 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 2026-2027 school year for teachers covered by this agreement is set forth in the Addenda.

For 2027-2028 the 2027-2028 salary schedule will be increased by 3.0%. The 3.0 % will be added to each cell in the 2026-2027 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 2027-2028 school year for teachers covered by this agreement is set forth in the Addenda.

For 2028-2029 the 2028-2029 salary schedule will be increased by 3.0%. The 3.0% will be added to each cell in the 2027-2028 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 2028-2029 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:
- a. Initially encouraging the complainant and teacher to meet to resolve the issue without building administrator or designee present.
 - b. Secondly, following up with the teacher and complainant to determine if the issue was resolved.
 - c. 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 them and shall have the right to have a Council representative or representative of their choice present. The teacher shall request representation in a timely manner, and the parties will make a good faith effort to schedule the meeting promptly. Meetings shall not be unduly delayed due to the unavailability of a specific representative.
 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 counsel and/or representatives of their choice present at any meeting of an investigatory nature with an administrator of the Board, which they reasonably believe may result in disciplinary action. When possible, such meetings shall occur outside of student contact hours. The teacher shall not be expected to remain for the full workday, having the option to leave at a time they determine is appropriate using the appropriate approved leave.
 6. All information forming the basis of disciplinary action will be given 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 will be given 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.

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.

- C. 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.
- D. 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 teacher may request Council representation. Council has the right to ask for narrative notes and/or audio/video recordings.
- E. There shall be no public verbal or written criticism of a teacher by the administration.
- F. 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.

- G. 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:

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

Withholdings approved but not provided by the district.

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 gives 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. 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" means 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 costs 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 of a 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 Level Two decision, the Association or the grievant may submit the grievance to Level Three by providing written notice to the Superintendent within ten (10) work days of receipt of the Level Two decision.

Upon receipt of a Level Three grievance, the matter shall be placed on the agenda for **the next regular meeting of the School Board that occurs at least seven (7) calendar days after the Superintendent receives the Level Three request**, unless the parties mutually agree to schedule the matter at a later regular Board meeting.

The Board shall hear the grievance and render a written decision within a reasonable time following the hearing.

By mutual written agreement of the District and the Association, Level Three may be waived, in which case the grievance shall proceed directly to arbitration or be considered resolved based on the Level Two decision.

The parties may also mutually agree to extend any timelines contained in this article.

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 the 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 ($\frac{1}{2}$) 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, they 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.
- J. Teachers on unpaid leave may continue district insurance subject to the carrier's approval so long as the teacher pays the monthly premium.
- J. 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.

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. 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.
- G. 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.

- H. 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 will be documented and 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	1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter
\$60,000	\$30,000	\$10,000	\$10,000	\$10,000

Use of this money is on a first-come, first-served prorated quarterly basis annually, based on the date of application. Staff must complete and submit the application prior to completing the professional development and seeking reimbursement. 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 \$1500 to cover a variety of costs including substitutes, materials, travel, lodging, 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 \$65,000. These reserve funds shall be used, to the extent possible, to cover reimbursements exceeding the annual \$60,000 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, whichever 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: Layoff/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 ORS 342.934 as they pertain to cultural and linguistic expertise shall 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. A decision for layoff and/or recall must be determined by the lots that were drawn on their first day of service. Drawing lots on the first day of service 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. In the event of an employee's absence on the drawing date, regardless of approval status, the employee's name will be entered into the drawing by the DEA officer present.

 - 3. All affected 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

- E. 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. In the event that two or more teachers have the same first date of actual service, seniority will be assigned by the order in which lots are drawn.
 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.
- F. Teachers laid off under the terms of this article, will have the 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 the teacher declines the position, they will be removed from the recall list and will be considered to have voluntarily resigned.
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.
- G. 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.
- 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, or changes to assignments occurring during in-service week—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 (see Article I, G.2).
- 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 buildings' 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.

A. 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 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.

B. 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 ($\frac{1}{2}$) hour before school starts and remain in the building a minimum of one-half ($\frac{1}{2}$) 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 -K-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 Preparation Time (Behavior Specialist, Counselor, Early Literacy Coach, Media Specialist, Music, PE, Title I)

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 (Behavior Specialist, Counselor, Librarian, Media Specialist)

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, Daily Living Skills, and licensed staff assigned to the District Office 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 ($\frac{1}{2}$) 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. An "open position" is any licensed assignment that becomes available due to a staff member leaving, reassignment, or the creation of a new position.

When an open position occurs, the following procedures apply:

1. **Internal Notification:**
All licensed staff are notified of the open position via email to the All Licensed group. The notice includes relevant position details and instructions for expressing interest.
2. **Internal Interest Period:**
Licensed staff have seventy-two (72) hours, excluding weekends and holidays, to express interest in the open position.
3. **Consideration of Internal Candidates:**
Qualified internal applicants receive first consideration. Expression of interest does not guarantee an interview or placement; however, a good faith effort will be made to fill the position with a qualified internal candidate.
4. **External Posting:**
If the position is not filled internally, the position may then be posted externally and applications accepted from outside the District.
5. **Ongoing Posting Requirements:**
Notice of all open positions occurring during the school year is posted in all school buildings and sent to the All Licensed email group at the time they occur.
6. **Temporary Assignments:**
Licensed staff filling temporary assignments may be reassigned to a same or similar probationary position, consistent with this process.

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. **Involuntary Transfer**

1. The District reserves the right to make administrative transfers between buildings. An involuntary transfer is defined as the reassignment of a member from one building to another initiated by the District.
2. Before initiating an involuntary transfer, the District shall seek qualified volunteers that fulfill the need for the transfer. All qualified volunteers shall be given full consideration. In the event that there are no qualified volunteers, the District may initiate an involuntary transfer. The District shall identify all teachers who hold appropriate licensure/endorsement for the open position and could fulfill the need for the transfer.
3. The least senior qualified teacher who meets the needs of the transfer shall be involuntarily transferred. Seniority shall be defined consistent with Article 21. The District may deviate from strict seniority only when it can demonstrate a clear and documented instructional need based on competence as defined in Article 21. E. 7. Such rationale shall be specific, job-related, and provided in writing. If two or more teachers are equal in licensure, competency, and seniority, the tie shall be broken by drawing lots.
4. The District shall provide written notice of an involuntary transfer to the selected teacher(s) as soon as practicable, but no later than ten (10) working days after the decision is made, except in cases of unforeseen circumstances. Before finalizing the involuntary transfer, the District shall meet privately with the affected teacher(s) and provide written rationale for the transfer.
5. Teachers involuntarily transferred under this section have the right to their same or similar open position for a period of three (3) 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. Qualified returning teachers shall be given priority consideration for such positions.

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.

FOR THE COUNCIL

Dallas Representative(s) _____ **Date**

MVBC Representative _____ **Date**

FOR THE DISTRICT

Superintendent _____ **Date**

Board Chairperson _____ **Date**

Addendum I

DALLAS SCHOOL DISTRICT NO. 2**2026-27****Proposed Salary Schedule**

		3.8% COLA added to 25-26				
	1	2	3	4	5	6
				MA or	BA + 93	BA + 117
<u>Step</u>	<u>BA</u>	<u>BA + 24</u>	<u>BA + 45</u>	<u>BA + 69</u>	<u>MA + 24</u>	<u>MA + 45</u>
1	\$ 48,697					
2	\$ 50,840	\$ 52,983	\$ 55,125	\$ 57,273	\$ 59,415	\$ 61,557
3	\$ 52,983	\$ 55,125	\$ 57,273	\$ 59,415	\$ 61,557	\$ 63,702
4	\$ 55,125	\$ 57,273	\$ 59,415	\$ 61,557	\$ 63,702	\$ 65,848
5	\$ 57,273	\$ 59,415	\$ 61,557	\$ 63,702	\$ 65,848	\$ 67,991
6	\$ 59,415	\$ 61,557	\$ 63,702	\$ 65,848	\$ 67,991	\$ 70,135
7	\$ 61,557	\$ 63,702	\$ 65,848	\$ 67,991	\$ 70,135	\$ 72,278
8	\$ 63,702	\$ 65,848	\$ 67,991	\$ 70,135	\$ 72,278	\$ 74,421
9	\$ 65,848	\$ 67,991	\$ 70,135	\$ 72,278	\$ 74,421	\$ 76,568
10	\$ 67,991	\$ 70,135	\$ 72,278	\$ 74,421	\$ 76,568	\$ 78,711
11	\$ 70,135	\$ 72,278	\$ 74,421	\$ 76,568	\$ 78,711	\$ 80,855
12	\$ 72,278	\$ 74,421	\$ 76,568	\$ 78,711	\$ 80,855	\$ 82,998
13	\$ 74,421	\$ 76,568	\$ 78,711	\$ 80,855	\$ 82,998	\$ 85,143
14		\$ 78,711	\$ 80,855	\$ 82,998	\$ 85,143	\$ 87,288
15			\$ 82,998	\$ 85,143	\$ 87,288	\$ 89,430
16				\$ 87,288	\$ 89,430	\$ 91,575
17				\$ 89,430	\$ 91,575	\$ 93,718
18				\$ 91,575	\$ 93,718	\$ 95,864
19				\$ 93,718	\$ 95,864	\$ 98,009
20						\$ 100,152

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

This schedule and increment movement, for those eligible, is effective September 1, 2026

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.

Addendum II

Dallas School District 2026-2027
Extra Duty Schedule
See Article 1 Compensation: Extra Duty for Detail

Athletics and Activities				
PERS Hours	%		Tier Pay Level	Ext. Season 8%
200	14.0 15.0 16.0	Group 1 HS Head Coach Team Sport Baseball Basketball Boys & Girls Soccer Boys & Girls Softball Volleyball Wrestling ¹	\$6,818 \$7,305 \$7,792	\$545 \$584 \$623
180	12.5 13.5 14.5	Group 2 HS Head Coach Indv.Sport Cross Country Golf Swimming Tennis Boys & Girls Track HS Head Drama(Per Production)	\$6,088 \$6,575 \$7,062	\$487 \$526 \$565
160	11.0 12.0 13.0	Group 3 HS Assistant Coach Team Sport (Conditioning Coach)	\$5,357 \$5,844 \$6,331	\$429 \$468 \$506
140	9.5 10.5 11.5	Group 4 HS Assistant Coach Indiv Sport HS Drama Assistant (Per Prod) Costummer Musical Choreographer Drama Musical Director (Set Design) (Theater Manager) Cheer Coach (Per Season) HS Band Director² HS Vocal Music Director²	\$4,627 \$5,114 \$5,601	\$370 \$409 \$448
120	8.0 9.0 10.0	Group 5 (MS Head Coach) (Baseball Boy & Girl) (Cross Country) (Football) (Soccer) (Softball & Baseball) (Track) (Volleyball) (Wrestling)	\$3,896 \$4,383 \$4,870	N/A
100	6.5 7.5 8.5	Group 6 (MS Assistant Coach) MS Head Drama (Per Production) (Intramural/Coach) (HS Assistant Coach (Per Season))	\$3,166 \$3,653 \$4,140	N/A

Educational Leadership				
PERS Hours	%		Tier Pay Level	Ext. Season 3%
110	7.0 8.0 9.0	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 BandDirector² HS Vocal Music Director²	\$3,409 \$3,896 \$4,383	\$273 \$312 \$351
95	6.0 7.0 8.0	Group 8 (HS Club Assistant Advisor HS Newspaper) HS Yearbook HS FFA Technical Skills HS FFA Leadership MS Choir/Band (MS Club Advisors) (8th Grade DC Trip) (Art) (Conversation) (Drama) (MS Yearbook)	\$2,922 \$3,409 \$3,896	N/A
80	5.0 6.0 7.0	Group 9 TAG Co ordinators Mentor Teacher (MS Club Assistant Advisor) Elementary Music	\$2,435 \$2,922 \$3,409	N/A
Tier Pay Level		<ul style="list-style-type: none"> The 3 tier levels reflect experience status. The first pay level is for years 1-3, the second is for years 4-6, and third (final) is for years 7 and beyond. See Article I.D.1 See Article 1, A.3 and A.4. Positions in parentheses are not currently filled or paid. 		

1 - Wrestling: See Article 1 for explanation | 2 - HS Band and Vocal Music: See Article 1 for qualifications | 3 - Note: This is not intended to be comprehensive and may be added to or revised per Article 1.

Addendum III

DALLAS SCHOOL DISTRICT NO. 2**2027-28****Salary Schedule**

		3.0% COLA added to 26-27				
	1	2	3	4	5	6
				MA or	BA + 93	BA + 117
<u>Step</u>	<u>BA</u>	<u>BA + 24</u>	<u>BA + 45</u>	<u>BA + 69</u>	<u>MA + 24</u>	<u>MA + 45</u>
1	\$ 50,158	\$ -	\$ -	\$ -	\$ -	\$ -
2	\$ 52,365	\$ 54,572	\$ 56,779	\$ 58,991	\$ 61,198	\$ 63,403
3	\$ 54,572	\$ 56,779	\$ 58,991	\$ 61,198	\$ 63,403	\$ 65,613
4	\$ 56,779	\$ 58,991	\$ 61,198	\$ 63,403	\$ 65,613	\$ 67,823
5	\$ 58,991	\$ 61,198	\$ 63,403	\$ 65,613	\$ 67,823	\$ 70,031
6	\$ 61,198	\$ 63,403	\$ 65,613	\$ 67,823	\$ 70,031	\$ 72,239
7	\$ 63,403	\$ 65,613	\$ 67,823	\$ 70,031	\$ 72,239	\$ 74,446
8	\$ 65,613	\$ 67,823	\$ 70,031	\$ 72,239	\$ 74,446	\$ 76,654
9	\$ 67,823	\$ 70,031	\$ 72,239	\$ 74,446	\$ 76,654	\$ 78,865
10	\$ 70,031	\$ 72,239	\$ 74,446	\$ 76,654	\$ 78,865	\$ 81,072
11	\$ 72,239	\$ 74,446	\$ 76,654	\$ 78,865	\$ 81,072	\$ 83,281
12	\$ 74,446	\$ 76,654	\$ 78,865	\$ 81,072	\$ 83,281	\$ 85,488
13	\$ 76,654	\$ 78,865	\$ 81,072	\$ 83,281	\$ 85,488	\$ 87,697
14		\$ 81,072	\$ 83,281	\$ 85,488	\$ 87,697	\$ 89,906
15			\$ 85,488	\$ 87,697	\$ 89,906	\$ 92,113
16				\$ 89,906	\$ 92,113	\$ 94,323
17				\$ 92,113	\$ 94,323	\$ 96,529
18				\$ 94,323	\$ 96,529	\$ 98,740
19				\$ 96,529	\$ 98,740	\$ 100,949
20						\$ 103,157

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

This schedule and increment movement, for those eligible, is effective September 1, 2027

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.

Addendum IV

Dallas School District 2027-2028
Extra Duty Schedule
See Article 1 Compensation: Extra Duty for Detail

Athletics and Activities				
PERS Hours	%		Tier Pay Level	Ext. Season 8%
200	14.0	Group 1	\$7,022	\$562
	15.0	HS Head Coach Team Sport	\$7,524	\$602
	16.0	Baseball	\$8,025	\$642
		Basketball Boys & Girls		
		Soccer Boys & Girls		
		Softball		
		Volleyball		
		Wrestling ¹		
180	12.5	Group 2	\$6,270	\$502
	13.5	HS Head Coach Indiv.Sport	\$6,771	\$542
	14.5	Cross Country	\$7,273	\$582
		Golf		
		Swimming		
		Tennis Boys & Girls		
		Track		
		HS Head Drama(Per Production)		
160	11.0	Group 3	\$5,517	\$441
	12.0	HS Assistant Coach Team Sport	\$6,019	\$482
	13.0	(Conditioning Coach)	\$6,521	\$522
140	9.5	Group 4	\$4,765	\$381
	10.5	HS Assistant Coach Indiv Sport	\$5,267	\$421
	11.5	HS Drama Assistant (Per Prod)	\$5,768	\$461
		Costummer		
		Musical Choreographer		
		Drama Musical Director		
		(Set Design)		
		(Theater Manager)		
		Cheer Coach (Per Season)		
		HS Band Director²		
		HS Vocal Music Director²		
120	8.0	Group 5	\$4,013	N/A
	9.0	(MS Head Coach)	\$4,514	
	10.0	(Baseball Boy & Girl)	\$5,016	
		(Cross Country)		
		(Football)		
		(Soccer)		
		(Softball & Baseball)		
		(Track)		
		(Volleyball)		
		(Wrestling)		
100	6.5	Group 6	\$3,261	N/A
	7.5	(MS Assistant Coach)	\$3,762	
	8.5	MS Head Drama (Per Production)	\$4,264	
		(Intramural/Coach)		
		(HS Assistant Coach (Per Season))		

Educational Leadership				
PERS Hours	%		Tier Pay Level	Ext. Season 3%
110	7.0	Group 7	\$3,511	\$281
	8.0	HS Club Advisors	\$4,013	\$321
	9.0	(Catering DECA)	\$4,514	\$361
		(Equestrian)		
		FFA Leadership FFA Technical		
		Skills (Hi-Q)		
		(HOSA)		
		NHS		
		(Robotics)		
		(Speech/Debate)		
		Thespians		
		(PLC Team/Department Leader)		
		HS Activity Director		
		HS BandDirector²		
		HS Vocal Music Director²		
95	6.0	Group 8	\$3,009	N/A
	7.0	(HS Club Assistant Advisor HS	\$3,511	
	8.0	Newspaper)	\$4,013	
		HS Yearbook		
		HS FFA Technical Skills		
		HS FFA Leadership		
		MS Choir/Band		
		(MS Club Advisors)		
		(8th Grade DC Trip)		
		(Art)		
		(Conversation)		
		(Drama)		
		(MS Yearbook)		
80	5.0	Group 9	\$2,508	N/A
	6.0	TAG Co ordinators Mentor	\$3,009	
	7.0	Teacher	\$3,511	
		(MS Club Assistant Advisor)		
		Elementary Music		
Tier Pay Level		<ul style="list-style-type: none"> The 3 tier levels reflect experience status. The first pay level is for years 1-3, the second is for years 4-6, and third (final) is for years 7 and beyond. See Article 1.D.1 See Article 1, A.3 and A.4. Positions in parentheses are not currently filled or paid. 		

1 - Wrestling: See Article 1 for explanation | 2 - HS Band and Vocal Music: See Article 1 for qualifications | 3 - Note: This is not intended to be comprehensive and may be added to or revised per Article 1.

Addendum V

DALLAS SCHOOL DISTRICT NO. 2**2028-29****Salary Schedule**

		3.0% COLA added to 27-28				
	1	2	3	4	5	6
				MA or	BA + 93	BA + 117
<u>Step</u>	<u>BA</u>	<u>BA + 24</u>	<u>BA + 45</u>	<u>BA + 69</u>	<u>MA + 24</u>	<u>MA + 45</u>
1	\$ 51,662					
2	\$ 53,936	\$ 56,209	\$ 58,482	\$ 60,761	\$ 63,034	\$ 65,305
3	\$ 56,209	\$ 58,482	\$ 60,761	\$ 63,034	\$ 65,305	\$ 67,582
4	\$ 58,482	\$ 60,761	\$ 63,034	\$ 65,305	\$ 67,582	\$ 69,858
5	\$ 60,761	\$ 63,034	\$ 65,305	\$ 67,582	\$ 69,858	\$ 72,132
6	\$ 63,034	\$ 65,305	\$ 67,582	\$ 69,858	\$ 72,132	\$ 74,406
7	\$ 65,305	\$ 67,582	\$ 69,858	\$ 72,132	\$ 74,406	\$ 76,680
8	\$ 67,582	\$ 69,858	\$ 72,132	\$ 74,406	\$ 76,680	\$ 78,954
9	\$ 69,858	\$ 72,132	\$ 74,406	\$ 76,680	\$ 78,954	\$ 81,231
10	\$ 72,132	\$ 74,406	\$ 76,680	\$ 78,954	\$ 81,231	\$ 83,504
11	\$ 74,406	\$ 76,680	\$ 78,954	\$ 81,231	\$ 83,504	\$ 85,779
12	\$ 76,680	\$ 78,954	\$ 81,231	\$ 83,504	\$ 85,779	\$ 88,053
13	\$ 78,954	\$ 81,231	\$ 83,504	\$ 85,779	\$ 88,053	\$ 90,328
14		\$ 83,504	\$ 85,779	\$ 88,053	\$ 90,328	\$ 92,603
15			\$ 88,053	\$ 90,328	\$ 92,603	\$ 94,876
16				\$ 92,603	\$ 94,876	\$ 97,152
17				\$ 94,876	\$ 97,152	\$ 99,425
18				\$ 97,152	\$ 99,425	\$ 101,703
19				\$ 99,425	\$ 101,703	\$ 103,978
20						\$ 106,252

Addendum VI

Dallas School District 2028-2029

Extra Duty Schedule

See Article 1 Compensation: Extra Duty for Detail

Athletics and Activities				
PERS Hours	%		Tier Pay Level	Ext. Season 8%
200	14.0	Group 1	\$7,233	\$579
	15.0	HS Head Coach Team Sport	\$7,749	\$620
	16.0	Baseball	\$8,266	\$661
		Basketball Boys & Girls		
		Soccer Boys & Girls		
		Softball		
		Volleyball		
		Wrestling ¹		
180	12.5	Group 2	\$6,458	\$517
	13.5	HS Head Coach Indiv.Sport	\$6,974	\$558
	14.5	Cross Country	\$7,491	\$599
		Golf		
		Swimming		
		Tennis Boys & Girls		
		Track		
		HS Head Drama(Per Production)		
160	11.0	Group 3	\$5,683	\$455
	12.0	HS Assistant Coach Team Sport	\$6,199	\$496
	13.0	(Conditioning Coach)	\$6, 716	\$537
140	9.5	Group 4	\$4,908	\$393
	10.5	HS Assistant Coach Indiv Sport	\$5,425	\$434
	11.5	HS Drama Assistant (Per Prod)	\$5,941	\$475
		Costummer		
		Musical Choreographer		
		Drama Musical Director		
		(Set Design)		
		(Theater Manager)		
		Cheer Coach (Per Season)		
		HS Band Director²		
		HS Vocal Music Director²		
120	8.0	Group 5	\$4, 133	N/A
	9.0	(MS Head Coach)	\$4, 650	
	10.0	(Baseball Boy & Girl)	\$5,166	
		(Cross Country)		
		(Football)		
		(Soccer)		
		(Softball & Baseball)		
		(Track)		
		(Volleyball)		
		(Wrestling)		
100	6.5	Group 6	\$3,358	N/A
	7.5	(MS Assistant Coach)	\$3,875	
	8.5	MS Head Drama (Per Production)	\$4,391	
		(Intramural/Coach)		
		(HS Assistant Coach (Per Season))		

Educational Leadership				
PERS Hours	%		Tier Pay Level	Ext. Season 3%
110	7.0	Group 7	\$3,616	\$289
	8.0	HS Club Advisors	\$4,133	\$331
	9.0	(Catering DECA)	\$4,650	\$372
		(Equestrian)		
		FFA Leadership FFA Technical Skills		
		(Hi-Q)		
		(HOSA)		
		NHS		
		(Robotics)		
		(Speech/Debate)		
		Thespians		
		(PLC Team/Department Leader)		
		HS Activity Director		
		(HS BandDirector²)		
		HS Vocal Music Director²)		
95	6.0	Group 8	\$3,100	N/A
	7.0	(HS Club Assistant Advisor)	\$3,616	
	8.0	(HS Newspaper)	\$4,133	
		HS Yearbook		
		HS FFA Technical Skills		
		HS FFA Leadership		
		MS Choir/Band		
		(MS Club Advisors)		
		(8th Grade DC Trip)		
		(Art)		
		(Conversation)		
		(Drama)		
		(MS Yearbook)		
80	5.0	Group 9	\$2,583	N/A
	6.0	TAG Coordinators Mentor Teacher	\$3,100	
	7.0	(MS Club Assistant Advisor)	\$3,616	
		Elementary Music		
<i>Tier Pay Level</i>		<ul style="list-style-type: none"> The 3 tier levels reflect experience status. The first pay level is for years 1-3, the second is for years 4-6, and third (final) is for years 7 and beyond. See Article 1.D.1 See Article 1, A.3 and A.4. Positions in parentheses are not currently filled or paid. 		

1 - Wrestling: See Article 1 for explanation | 2 - HS Band and Vocal Music: See Article 1 for qualifications | 3 - Note: This is not intended to be comprehensive and may be added to or revised per Article 1.

Dallas School District 2

Code: EFA
 Adopted: 7/11/17
 Revised/Readopted: 11/25/24
 Orig. Code: EFA

Local Wellness

The district is committed to the optimal development of every student and believes that a positive, safe and health-promoting learning environment is necessary for students to have the opportunity to achieve personal, academic, developmental and social success.

To help ensure students possess the knowledge and skills necessary to make healthy choices for a lifetime, the superintendent shall prepare and implement a comprehensive district nutrition program consistent with state and federal requirements for districts sponsoring the National School Lunch Program (NSLP) and/or the School Breakfast Program (SBP). The program shall reflect the Board's commitment to providing adequate time for instruction that fosters healthy eating through nutrition education and promotion, serving healthy and appealing foods at district schools, developing food-use guidelines for staff and establishing liaisons with nutrition service providers, as appropriate.

The district superintendent or designee shall establish a Wellness Advisory Committee to advise the district in the development, review and update of the local wellness policy.

POLICY IMPLEMENTATION, MONITORING, ACCOUNTABILITY AND COMMUNITY ENGAGEMENT

The district shall manage and coordinate the implementation of this local wellness policy.

1. Implementation will consist of, but not be limited to, the following: Delineating roles, responsibilities, actions and timelines specific to each school;
2. Generating and disseminating information about who will be responsible to make what change, by how much, where and when;
3. Establishing standards for all foods and beverages provided (but not sold) to students during the school day on participating school campuses;
4. Establishing standards and nutrition guidelines for all foods and beverages sold to students during the school day on participating school campuses that meet state and federal nutrition standards for NSLP and SBP, competitive foods, permit marketing of same that meets the competitive food nutrition standards, and promotes student health and reduces child obesity; and
5. Establishing specific goals for nutrition promotion and education, physical activity, physical education and other school-based activities that promote student wellness.

The Board designates the district principals as the people who will be responsible for ensuring each school meets the goals outlined and complies with this policy.

Notification of Policy

The district will inform the public about the content and implementation of the local wellness policy, and post the policy and any updates to the policy on the district website annually. Included will be, if available, the most recent assessment of the implementation, and a description of the progress being made in attaining the goals of the policy. The district will publicize the name and contact information of the district or school official(s) leading and coordinating the policy and information on how the public can get involved with the local wellness policy. This information will be published on the district's website and in district communications.

Triennial Progress Assessments

At least once every three years, the district will evaluate the implementation of this policy and its progress with a triennial assessment and produce a progress report that will include:

1. The extent to which schools under the jurisdiction of the district are in compliance with the policy;
2. The extent to which the district's policy compares to model local school wellness policy; and
3. A description of the progress made in attaining the goals of the district's policy.

The district will publish the triennial progress report on the district website when available. The district will update or modify the policy based on results of the triennial assessment.

Community Involvement, Outreach and Communications

The district will actively communicate ways in which the community can participate in the development, implementation and periodic review and update of the local wellness policy. The district will communicate information about opportunities in community news, on the district's website, on school websites, and/or in district or school communications. The district will ensure that communications are culturally and linguistically appropriate to the community.

Parents, students, representatives of the school food authority, teachers of physical education, school health professionals, the Board, school administrators, and the general public will be solicited to participate in the periodic review and update of the local school wellness policy.

Nutrition Promotion and Nutrition Education

Nutrition promotion and nutrition education positively influence lifelong eating behaviors by using evidence-based strategies and techniques and nutrition messages and by creating food environments that support healthy nutrition choices.

To promote nutrition education in the schools, the principal is responsible for ensuring the following goals are implemented:

4. Students and staff will receive consistent nutrition messages throughout the school environment;
5. Nutrition education is provided throughout the student's school years as part of the district's age-appropriate, comprehensive nutrition program (which includes the benefits of healthy eating,

essential nutrients, nutritional deficiencies, principles of healthy weight management, the use and misuse of dietary supplements, safe food preparation, and handling and storage related to food and eating), and is aligned and coordinated with the Oregon Health Education Standards and school health education programs;

6. Nutrition education will include culturally relevant, participatory activities that include social learning strategies and activities that are aligned and coordinated with the Oregon Health Education Standards and school health education programs;
7. Teachers will receive curriculum-specific training;
8. Parents and families are encouraged through school communications to send healthy snacks/meals and reusable water bottles with their student to school;
9. Families and community organizations are involved, to the extent practicable, in nutrition education;
10. Materials on how to assess one's personal eating habits, set goals for improvement and achieve those goals.

Nutrition promotion, including marketing and advertising nutritious foods and beverages to students, will be implemented consistently through a comprehensive and multi-channel approach, (e.g., in the classroom, cafeteria and at home) by staff, teachers, parents, students and the community.

To ensure adequate nutrition promotion, the following goals will be implemented:

1. Information about available meal programs is distributed prior to or at the beginning of the school year and at other times throughout the school year;
2. Information about availability and location of a Summer Food Service Program (SFSP) is distributed;
3. Nutrition promotion materials are ~~sent home with students~~, published on the district website, and distributed at parent-teacher conferences;
4. Families are invited to attend exhibitions of student nutrition projects or health fairs;
5. Physical activity is encouraged to be part of all school-community events.

~~5.6. The healthiest choices, such as salads and fruit, will be offered daily and permanently displayed to encourage students to make healthy choices.~~

School Meals

All schools within the district participate in U.S. Department of Agriculture (USDA) child nutrition programs, administered through the Oregon Department of Education (ODE), including the National School Lunch Program (NSLP), the School Breakfast Program (SBP), Summer Food Service Program (SFSP), Breakfast after the Bell, and other programs as approved by ODE.

The district's available meal program(s) will operate to meet meal pattern requirements and dietary specifications in accordance with the Healthy, Hunger-Free Kids Act and applicable federal laws and regulations.

The principal(s) will support nutrition and food services operation as addressed in Board policy EFAA – District Nutrition and Food Services and its accompanying administrative regulation EFAA-AR – Reimbursable Meals and Milk Programs.

Water

Free, safe, unflavored, drinking water will be available to all students throughout the school day and throughout every school campus. The district will make drinking water available where school meals are served during mealtimes.

Competitive Foods and Beverages

The district controls the sale of all competitive foods. All foods and beverages outside the reimbursable school meal programs that are sold to students on the school campus during the school day will meet or exceed Smart Snacks Standards¹. These standards will apply in all locations and through all services where foods and beverages are sold, which may include, but are not limited to, à la carte options in cafeterias, vending machines, school stores, snack or food carts and fund raising.

Celebrations and Rewards/Incentives

All foods and beverages offered on the school campus are encouraged to meet the nutrition standards set by the USDA and the Oregon Smart Snacks Standards. This includes, but is not limited to, celebrations, parties, and classroom snacks brought by parents.

Fund Raising

Foods and beverages that meet or exceed the nutrition standards set by the USDA and the Oregon Smart Snacks Standards may be sold through fund raisers on the school campus during the school day. Such requests to conduct a fund raiser will be submitted to the principal for approval before starting.

Food and Beverage Marketing in Schools

Any foods and beverages marketed or promoted to students on the school campus during the school day will meet or exceed the nutrition standards for competitive foods set by the USDA.

PHYSICAL ACTIVITY AND PHYSICAL EDUCATION

A quality physical education program is an essential component for all students to learn about and participate in physical activity. The district will develop and assess student performance standards and program minute requirements in order to meet ODE's physical education content standards and state law.

Physical activity should be included in the school's daily education program for grades K through 12 and include regular, instructional physical education, as well as co-curricular activities and recess.

In order to ensure students are afforded the opportunity to engage in physical education and physical activity in the school setting, the following goals are established:

¹ Oregon Department of Education, [Oregon Smart Snacks Standards](#)

1. Physical education will be a course of study that focuses on students' physical literacy and development of motor skills;
2. Physical education courses will be the environment where students learn, practice and are assessed on developmentally appropriate knowledge, skills and confidence to become physically literate;
3. Instruction, provided by adequately prepared teachers, i.e., licensed or endorsed to teach physical education, will meet the state adopted academic content standards for physical education (Oregon Revised Statute (ORS) 329.045). Teachers of physical education shall regularly participate in professional development activities annually;
4. Physical activity during the school day (including, but not limited to, recess, classroom physical activity breaks or physical education) will not be used as a punishment or a reward;
5. At least 50 percent of the weekly physical education class time in grades K through 8 shall be devoted to actual physical activity;
6. A student with a disability shall have suitably adapted physical education incorporated as part of their individualized education program (IEP) developed under ORS 343.151. A student who does not have an IEP but has chronic health problems, other disabling conditions or other special needs that preclude them from participating in regular physical education instruction, shall have suitably adapted physical education incorporated as part of their individualized health plan, developed by the district

Employee Wellness

The district encourages staff to pursue a healthy lifestyle that contributes to their improved health status, improved morale and a greater personal commitment to the school's overall wellness program. Many actions and conditions that affect the health of staff may also influence the health and learning of students. The physical and mental health of staff is integral to promoting and protecting the health of students and helps foster their academic success. The district's Employee Wellness Program will promote health, reduce risky behaviors of employees and identify and correct conditions in the workplace that can compromise the health of staff, reduce their levels of productivity, impede student success and contribute to escalating health-related costs such as absenteeism.

The district will collaborate with community partners to identify programs, services and/or resources to compliment and enrich employee wellness endeavors.

The district's Employee Wellness Program may include the following:

1. Health education and health promoting activities that focus on skill development and lifestyle behavior that change along with awareness building, information dissemination, access to facilities, and are preferably tailored to employees' needs and interests;
2. Safe, supportive social and physical environments including organizational expectations about healthy behavior, and implementation of policy that promotes health and safety and reduces the risk of disease;
3. Linkage to related programs such as employee assistance programs, emergency care and programs that help employees balance work life and family life;

4. Education and resources to help employees make decisions about health care; and
5. Nutrition and fitness educational opportunities that may include but are not limited to, the distribution of educational and informational materials, and the arrangement of presentations and workshops that focus on healthy lifestyles, health assessments, fitness activities and other appropriate nutrition and physical activity related topics.

The district encourages participation from all employees. “Employees” are not limited to instructional staff (i.e., teachers and instructional assistants), but includes all administrators and support staff.

The following groups are seen as essential for establishing, implementing and sustaining an effective employee wellness program:

1. School personnel who implement existing wellness programs in the district (i.e., employee wellness committee);
2. District personnel who implement health programs for students (e.g., school health coordinator, school nurses, psychologist, health and physical educators, nutrition professionals, counselors and other staff); and
3. Decision makers who have the authority to approve policy and provide administrative support essential for a school wellness program (e.g., Board members, superintendents, human resource administrators, fiscal services administrators and principals).

Other Activities that Promote Student Wellness

The district will integrate wellness activities throughout the entire school environment (districtwide). The district will coordinate and integrate other initiatives related to physical activity, physical education, nutrition and other wellness components so all efforts are complimentary, not duplicated and work toward the same set of goals and objectives promoting student well-being, optimal development and strong educational outcomes.

The district will provide the following activities and encourage the following practices which promote local wellness:

1. Safe Routes to Schools Program;
2. Physically active family and community engagement activities for families to learn about healthy eating or to practice being active together (e.g., skate night, fun run, dance night);
3. Nonfood-related fund raisers;
4. Physical activity energizers during transitions from one subject to another;
5. Assemblies which focus on wellness issues such as the importance of breakfast, healthy beverages, and how students and staff can incorporate 60 minutes of physical activity into their day;
6. Use of alternates to food as rewards in the classroom;

7. Creation of connections between out-of-school time (OST) programs that involve staff members from OST programs, both school- and community-based, in school initiatives that address healthy eating, such as school wellness teams or wellness committees;
8. Integration of social, emotional and mental health supports into school programs (e.g., promote a positive school climate where respect is encouraged and students can seek help from trusted adults);
9. Include wellness as a standing agenda item for school-based meetings (e.g., staff meetings, site council meetings, PTO).

DEFINITIONS

1. “Competitive food” means all food and beverages other than meals reimbursed under programs authorized by the Richard B. Russell National School Lunch Act and the Child Nutrition Act available for sale to students on the school campus during the school day.
2. “Food and beverage marketing”^[2] is defined as advertising and other promotion in schools. Food and beverage marketing often includes an oral, written or graphic statement made for the purpose of promoting the sale of a food or beverage product made by the producer, manufacturer, seller or any other entity with a commercial interest in the product.
3. “Oregon Smart Snacks Standards”³ means the State’s minimum nutrition standards for competitive foods and beverages (ORS 336.423).
4. “School day” means, for the purpose of competitive food standards implementation, the period from the midnight before, to 30 minutes after the end of the official school day[, i.e., at the conclusion of afternoon student activities, such as athletic, music or drama practices, clubs, academic support and enrichment activities].
5. “School campus” means, for the purpose of competitive food standards implementation, all areas of property under the jurisdiction of the school that are accessible to students during the school day.

END OF POLICY

² This term includes, but is not limited to, the following: brand names, trademarks, logos or tags, except when placed on a physically present food or beverage product or its container; displays, such as on vending machine exteriors; corporate brand, logo, name or trademark on school equipment, such as marquees, message boards, scoreboards or backboards (Note: Immediate replacement of these items is not required; however, districts will replace or update scoreboards or other durable equipment when existing contracts are up for renewal or to the extent that is financially possible over time so that items are in compliance.); corporate brand, logo, name or trademark on cups used for beverage dispensing, menu boards, coolers, trash cans and other food service equipment; as well as on posters, book covers, student assignment books or school supplies displayed, distributed, offered or sold by the district; advertisements in school publications or school mailings; free product samples, taste tests or coupons of a product, or free samples displaying advertising of a product.

³ Oregon Department of Education, [Oregon Smart Snacks Standards](#)

Legal Reference(s):[ORS 327.531](#)[ORS 336.423](#)[OAR 581-051-0306](#)[ORS 327.537](#)[OAR 581-051-0310](#)[ORS 329.496](#)[OAR 581-051-0100](#)[OAR 581-051-0400](#)[ORS 332.107](#)[OAR 581-051-0305](#)

Healthy, Hunger-Free Kids Act of 2010, 42 U.S.C. §1758b (2018).

National School Lunch Program, 7 C.F.R. Part 210 (2022).

School Breakfast Program, 7 C.F.R. Part 220 (2022).

[House Bill 3199](#) (2023).

Cross Reference(s):

EFAA - District Nutrition and Food Services