

**Winston-Dillard and
Douglas County Bargaining Council**

**2025-2028
Agreement**

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Preamble

This Agreement entered into this 1st day of July, 2025.

By and between the Winston-Dillard School District No. 116, Douglas County, Oregon, hereinafter called the "District" and the Douglas County Bargaining Council, hereinafter called the "Council."

Whereas the parties have reached certain understandings which they desire to confirm.

It is hereby agreed as follows:

Article 1 – Recognition

SECTION A.

The District recognizes the WDEA and Council as the exclusive representative of all licensed personnel, including teachers, counselor, and specialists, half-time or more, below the rank of administration, employed under contract with the District.

All references in this Agreement to the term “teacher” shall refer to all members of the bargaining unit.

SECTION B.

Supervisors, confidential employees, substitute teachers, temporary and less than half-time employees are excluded from the provisions of this Agreement and the District does not recognize the WDEA and Council as the bargaining representative of said personnel.

SECTION C.

The Board agrees not to negotiate with, or recognize, any organization other than the WDEA and Council for the duration of this Agreement for purposes of representing members of the bargaining unit.

SECTION D.

The parties shall equally share the cost of printing and distribution of this Agreement.

Article 2 – Negotiation of a Successor Agreement

SECTION A.

Deadline Date

The parties agree to enter into collective bargaining over successor agreement and will provide written notice no later than March 1 of the final year of when the contract expires. Any agreement so negotiated shall be reduced to writing after ratification by the parties.

SECTION B.

Modification

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.

Article 3 – District Functions

The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and invested in it by the laws of the constitution of the State of Oregon, and of the United States including, but without limiting the generality of the foregoing, the right:

1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees while they are on duty or representing the District;
2. To hire all employees and, subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion; and to promote, and transfer all such employees;
3. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational, and social events for students, as deemed necessary or advisable by the Board;
4. To decide upon the means and methods of instruction, and the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature;
5. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and non-teaching activities, and the terms and conditions of employment.

This Agreement has no effect upon any policies, rules, regulations, practices, or procedures of the District pertaining to any matter not specifically and expressly covered in this Agreement. The Board's authority to repeal or modify such policies, regulations, practices, rules, or procedures is not affected hereby. However, there shall be no change by the District mandatory subjects of bargaining without prior negotiations with the Council, under ORS 243.698. In the event the specific terms of the contract conflict with the Board policies, rules, regulations, procedures and/or practices, this contract shall be controlling.

Article 4 – Grievance Procedure

SECTION A.

Definitions

1. ***Grievance***

A "grievance" is a written, dated claim by a teacher or teachers based upon the interpretation or violation of the terms of this Agreement. The Council may file a grievance if an organizational right is allegedly violated. Said organizational grievance will be signed by the WDEA President.

The DCBC may initiate a grievance based on the application of a district policy if it is reasonably evident that said policy will irrevocably damage the interests of the bargaining unit. A grievance based on the application of a district policy as provided herein may be appealed no further than Level Three, the Superintendent. The decision of the Superintendent shall be final and binding. The parties expressly agree that there shall be no appeal of a grievance based on policy beyond Level Three, the Superintendent.

2. ***Grievant***

A "grievant" is the teacher, teachers, or Council making the claim.

3. ***Party in Interest***

A "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.

SECTION B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, solutions to the grievances which may from time to time arise affecting teachers. Both parties agree that these proceedings will be kept informal and confidential as may be appropriate at any level of the procedure.

SECTION C. Time

Limits

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered as a maximum and every effort shall be made to expedite the process. Days, unless otherwise stated, shall mean working days as specified by the school calendar. The time limits specified may be extended by a mutual written agreement.

SECTION D. Procedure

1. ***Level One - Informal Conference***

A teacher who believes they has reasonable grounds for filing a grievance shall request in writing an informal conference with their principal or supervisor with

authority to grant remedy requested within twenty (20) days after occurrence of the cause for claim or within twenty (20) days following the grievant's first knowledge of the cause or reasonably should have known, whichever is later. The conference shall be held within five (5) days of the written request. A brief record on the nature of the complaint, the date the conference was held and the date the principal or appropriate supervisor's answer was rendered shall be set in writing with a copy given to said teacher and Association.

2. ***Level Two - Principal or Supervisor***

If the grievant is not satisfied with the Level One decision they shall then proceed to Level Two by filing a formal written grievance with their principal or supervisor. The appropriate grievance form (see Section F, paragraph 3) must be filed within fifteen (15) school days of the date of receipt of the Level One decision. The written grievance shall set forth the ground upon which the grievance is based, the provision of the contract or Board Policy which has allegedly been violated or misinterpreted and the particular relief sought. A copy of the written grievance must be submitted to the person with whom the Level One discussion occurred and to the Association. Within ten (10) school days of the filing of the written grievance with the principal or supervisor, the principal or supervisor shall communicate their decision in writing, to the grievant and to the Council. The decision shall be dated and can contain such responses to the statements contained in the written grievance as the supervisor deems advisable.

3. ***Level Three - The Superintendent***

If the grievant is not satisfied with the Level Two decision they shall then proceed to Level Three by filing a written appeal to the Superintendent. The appeal must be in writing and must be filed within five (5) school days of the date of receipt of the Level Two decision. The written request for appeal shall specify with particularity the grounds for the appeal and the relief sought. If the appeal is not filed within the five day period, the Level Two decision shall be considered final and binding on the parties. Level Three appeals, that is, those heard by the Superintendent, shall be heard by the Superintendent within ten (10) school days of the date of filing of the appeal. The Superintendent shall give to the grievant, the Level Two decision maker and the Association, notice of the date, time, and place of the hearing before the Superintendent. The hearing before the Superintendent shall be informal and shall consist of the testimony of the aggrieved person, the Level Two decision maker, and all other relevant witnesses or written evidence pertaining to the grievance.

A verbatim record can be made of said hearing, but it is not required. A summary of testimony presented at the hearing can be made instead. Within five (5) school days of the Level Three hearing before the Superintendent, the Superintendent shall submit written findings and their decision with respect to the grievance. The written decision of the Superintendent shall be delivered to the parties in interest and the Council.

4. ***Level Four - Arbitration***

- a. If the Council is not satisfied with the dispositions of the grievance at Level Three, it shall submit within ten (10) school days of the date of the receipt of the decision at Level Three a written demand that the matter be submitted to arbitration. If a written demand for arbitration is not received within said period of time, the Level Three decision shall be considered final and binding on the parties.
- b. Within ten (10) school days after such written notice of submission to arbitration, the District and the Council shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request may be made by either party to the Employment Relations Board (ERB) for a list of arbitrators. In the selection of an arbitrator a coin flip will be used to determine who will strike the first name. Thereafter, parties will alternate striking names until one remains. The name shall be the arbitrator.
- c. The arbitrator so elected shall confer with the representatives of the District and the Council and may hold hearings promptly and shall issue their decision not later than twenty (20) days from the date of the close of the hearings or, if oral hearings have been determined unnecessary, then from the date that the final briefs on the issues are submitted to them. The arbitrator's decision shall be in writing and shall set forth their findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power of authority to make any decision which requires the commission of an act prohibited by law or which violates the terms of this Agreement. The decision of the arbitrator shall be submitted to the District and the Council and shall be final and binding on the parties. Except as otherwise expressly provided in this Agreement, the arbitration will be conducted in accordance with the voluntary Labor Arbitration Rules of the American Arbitration Association in effect at the time.
- d. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room shall be borne equally by the District and the Association. Any other expenses incurred shall be paid by the party incurring the same.
- e. If an employee elects to seek recourse under state or federal statutes for matters which may also be construed as violations of this contract, the employee shall voluntarily waive access to arbitration as provided in this Article.

SECTION E.

1. *Rights of Teachers to Representation*

Any grievant may be represented at all levels of the grievance procedure by themselves and/or an Association representative of their choice.

2. *Reprisals*

No reprisal of any kind shall be taken against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

SECTION F. Miscellaneous

1. *Group Grievance*

If a problem exists over the terms of this Agreement that could affect a group or class of teachers or the Association, the Association may request the process begin at Level Three. Group and Association grievances shall be submitted in accordance with Section A.1.

2. *Separate Grievance File*

All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants, except as required by law.

3. *Meetings and Hearings*

Meetings and hearings under this procedure shall not be conducted in public and shall include only the grievant, their counsel, a member of the Association, and the School District representative and its counsel, except that the grievant may elect to conduct the meeting in public, at their option. Witnesses may be called in by either party at any level to testify on items pertinent to the grievance.

Article 5 – Rights of Professional Employees

SECTION A. Just

Cause

No professional employee shall be reprimanded, suspended without pay, or reduced in rank or compensation without just cause. Just cause shall not be required for an employee that is suspended with pay. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth. All information forming the basis disciplinary action will be made available to the grievant and the Association at the discretion of the grievant. Dismissal, non-extension, and non-renewal shall be determined and governed exclusively by the laws and procedures set forth in the

fair dismissal law (ORS 342.805 - 342.930, 1997 as amended) and not the provisions of this Agreement.

SECTION B.

Required Meetings or Hearings

Whenever any professional employee is required to appear before the Superintendent, Board, or any committee or member thereof for the purposes of conducting an investigation wherein the bargaining unit member could reasonably believe that the investigation could lead to their discipline, then they shall be given written notice which includes at least the date, time and place of the meeting, and the reasons for the investigation. They shall be entitled to have a representative of the Association present to advise them and/or represent them during the meeting.

SECTION C.

Evaluation of Students

The teacher shall maintain the right and responsibility to determine subject area evaluations of students enrolled in their class(es). In the event a subject area evaluation is challenged, the principal will attempt to resolve the difference with the teacher. If agreement cannot be reached, the matter will be resolved by the following committee: the teacher and administrator or supervisor concerned, a person designated by the Association, and a person designated by the Superintendent. The provisions of this section are exempt from the grievance procedure as provided in this Agreement. Further, it is expressly stipulated that any dispute regarding the evaluation of students shall not be the basis of an unfair labor practice charge or any other form of administrative appeal.

SECTION D.

Criticism

Any criticism by a supervisor, administrator, staff member or Board member of a teacher and their instructional methodology or practice shall be made in confidence and not in the presence of students, other teachers, parents, other school employees, or at public gatherings, except as required by law.

Any criticism by a bargaining unit member of a supervisor, administrator, staff member or Board member shall be made in confidence and not in the presence of students, other teachers parents, other school employees, or at public gatherings, except as required by law.

This obligation of professional protocol also must be reciprocated by employees to administrators.

SECTION E.

Association

Identification

No teacher shall be prevented from wearing pins or other lawful identification of membership in the Association or its affiliates.

SECTION F.

Personnel File - Identification of documents

Any item which at the time it is placed in the personnel file is intended to have an adverse impact on the employee shall first be reviewed and signed by that employee. The teacher may respond to any item placed in such personnel file and said response shall become part of said file.

SECTION G.**Professional Communication/Teacher Advisory Input**

The District will maintain an Open Door Policy at the administrative level to provide a vehicle by which teachers and administrators may review and discuss problems and practices at the building level, and where teachers may articulate input toward the revision or development of building policies. Viewpoints are to be aired frankly, openly, and for the good of education. Use of building representatives is encouraged, but not required.

Article 6 – Teacher Work Year**SECTION A:****Work year**

The school work year shall be within the confines of the school calendar, and shall not exceed 190 days, with a minimum of 6.5 teacher workdays, and 5 paid holidays based on a 5-day school week calendar or 174 days based on a 4-day school week with a minimum of 50.25 hours per year for teacher professional preparation/development days. The licensed staff will work 1520 hours during the school year. The licensed staff will work a four-day week with the addition of fourteen (14) Fridays. Regular workdays will be nine hours. The Fridays will be seven (7) hour days. Some of the days are designated as days used for inservice training, teacher preparation, and parent-teacher conferences.

The licensed staff, the administration, and the site councils will jointly discuss the activities scheduled for professional development days, including a minimum of 3.25 hours of individual planning, unless mutually agreed upon by building administration and building association leadership.. No preplanned meetings shall be scheduled on teacher grading days, except in an emergency situation. These professional development days do not include parent teacher conferences or grading days. Staff required to complete District trainings (i.e. Smarter Balance/Safe Schools) shall be given time to complete trainings on professional development days that are not during individual planning time.

Paid holidays will include: Labor Day, Veteran's Day, Thanksgiving Day, New Years Day and Memorial Day.

New bargaining unit members may be required to attend a one-day new employee orientation session outside of the school calendar year and shall be compensated at the hourly substitute rate for that session.

SECTION B.

The Board will accept and consider input from local officers of the Association prior to adoption of a calendar. The Association will receive ten days advance notice of such action.

SECTION C:

A copy of the calendar will be provided to each employee.

Article 7 – Teaching Hours and Teaching Load

SECTION A:

Length of Teacher Day

On a five-day week schedule, the teacher's day shall be eight (8) hours including a minimum of one-half hour duty-free lunch period. The principal of each building may allow adjustment of the time to start and finish the teacher's day without interfering with regular class schedules. Upon notice to the school office or administrator teachers may leave the building without requesting permission during their scheduled duty-free period so long as sufficient teachers remain to effect supervision and control of students.

When school is on a four-day week schedule, the teacher's regular teaching day shall be nine (9) hours including a minimum of one-half hour duty free lunch period. The additional Fridays meant for in-service training, teacher preparation, and parent-teacher conferences shall be seven (7) hour days.

1. *Instructional Hour Standard*

The District may adjust work schedules, teaching hours, student-teacher contact time, and the work year as may be necessary to acquire and maintain compliance with state law.

SECTION B:

Preparation Time

1. Classroom teachers shall have, in addition to their lunch period, daily preparation time during which they shall not be assigned to any other duties. In addition to the preparation time listed below, the teachers will be allowed to use class time as prep time when their classes are being covered by another licensed teacher (i.e. music specialist), as long as the classroom teacher remains within the building. Upon request by a school administrator, secondary teachers may agree to sell their prep period to add additional classes, to the master schedule, at a rate of 1/7th of their pay to teach any additional course. Preparation time shall be as follows:

a. Elementary Teachers

A total of one thirty (30) minute duty-free preparation time during regularly scheduled classes each day. If the preparation period is not provided due to a substitute not being available to cover the PE or music, the teacher shall receive substitute pay for not receiving the preparation period.

b. Middle School Teachers

A total of forty (40) minutes of duty-free preparation time during regularly scheduled classes.

c. High School Teachers

A total of forty (40) minutes of duty-free preparation time during regularly scheduled classes.

2. Upon the concurrence of a school site council and the subsequent approval of the Superintendent, the preparation time as provided herein may be modified into any configuration, regardless of whether or not said configuration is as provided in this Agreement. As teachers will have had

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input through their respective site council, any such modifications in preparation time shall not be subject to the grievance procedure.

3. Any teacher may volunteer to modify their preparation time to a configuration other than that which is provided herein. Upon the approval of said teacher's respective principal, such a voluntary modification shall be honored by the District. As the teacher will have had direct input on this voluntary decision, any such modification(s) in preparation time shall not be subject to the grievance procedure.
4. The District recognizes that department chairpersons and resource teachers give up some of their regularly scheduled prep time, and may need additional release time to take care of school related business that is not a regular part of a teacher assignment. Said release time shall be requested at a reasonable time in advance and shall have principal/administrator approval.

SECTION C:

Class Size

The pupil-teacher ratio is an important aspect of an effective educational program. To best support student learning, the following class sizes are recommended. When enrollment in a primary class (K-3) surpasses 20 students, or the enrollment in an intermediate grade (4-5) surpasses 25, or when enrollment in grade 6-12 surpasses 30 students or when total number of student contacts exceed 150, or when a special education teacher's caseload surpasses 30 students the teacher of that class, an association representative from the building, and the building principal will work together to try to correct the situation and explore possible supports

The building Principal will provide the teacher a written response within five (5) working days. The written response will include what supports may be available. Possible supports may include but are not limited to the following: Adding licensed staff, Adding instructional assistants, Scheduling alternatives to alleviate class size or caseload or address student makeup, Transfer of students, Release time or sub days for the teacher, Additional prep time, Other options mutually agreed upon between the teacher and administration.

If the teacher is unsatisfied with the supports by the principal at the building level, the teacher with Union approval may appeal to a Committee composed of two (2) teacher representatives selected by WDEA, and two (2) administrative representatives selected by the Superintendent. The teacher must indicate what was unsatisfactory about the Principal's response and specify the support needed to address class size or caseload. The committee will meet within ten (10) working days to determine whether adequate supports have been provided to the teacher. If the Committee determines that adequate support was either insufficient or unavailable, the Committee will appeal to the Superintendent to include the specific requests from the Committee to remedy the situation. The teacher will be notified will be notified within three (3) working days of the decision. The decision of the Superintendent is final and not subject to the grievance procedure. Further, it is expressly stipulated that any dispute regarding the class size shall not be the basis of an unfair labor practice charge or any other form of administrative appeal.

SECTION A:**Article 8 – Substitute Teachers****Acquiring Substitutes**

All teaching staff will use the online substitute assignment system as a substitute finder. The responsibility of locating a substitute, however, shall rest with the appropriate supervisor.

SECTION B:**Use of Regular Licensed Staff as Substitutes**

Regular teachers may substitute for absent teachers under emergency conditions, and such assignments shall be made equitably. No teacher aides or student teachers may substitute for absent teachers for instructional purposes, but they may be used for standby supervision until a qualified substitute can be obtained. Teachers that give up their preparation time will receive their regular compensation plus one hundred percent (100%) of the hourly rate for substitute teachers as determined by State law for each hour worked.

SECTION A:**Article 9 – Personal and Academic Freedom**

No employee covered by this contract will be discriminated against for the exercise of their religious or political freedoms, provided that such exercise does not violate any local, state, or federal laws and does not interrupt the educational environment of students. However, nothing contained herein shall be construed so as to permit the teaching of an employee's religious or political views.

SECTION B:

The Board recognizes that the personal life of employees is not an appropriate concern of the Board, except as the employee's personal life may affect school operation and work performance.

SECTION C:

Teachers shall enjoy freedom in classroom presentations and discussions. Materials that are presented and discussed shall be relevant to the course content in accordance with the curricula of the District and not contrary to the contemporary standards of this community. The Board retains the final approval of said curricula.

SECTION A:**Article 10 – Teaching Conditions****Facilities for Teachers**

The Board shall provide in each school adequate lunchroom, restrooms, and telephone facilities exclusively for teacher's use and at least one room, appropriately furnished, which shall be reserved for use as a faculty lounge.

SECTION B.**Special Equipment**

Equipment and materials required for the implementation of IEPs shall be provided as soon as possible to the placement of the student into the least restrictive environment.

SECTION C:**Student placement**

In order to facilitate the educational assessment and programming of special needs students, and to provide health/medical and legal safeguards for the students and employees, appropriate educational records and information shall be made available to bargaining unit members with a legitimate educational interest within the receiving building, or in the District office, as soon as possible to student placement.

SECTION D:**Safe Working Conditions**

SECTION A:

The District and the Council agree to comply with ORS 654.010 and 654.015. When an employee recognizes an unsafe condition, the employee shall report it in a timely manner to their immediate supervisor.

When announcements are made on the media regarding school closures, the District will attempt to include information regarding the obligation of teacher attendance.

Article 11 – Teacher Assignment and Vacancies-Transfers

SECTION A:

The Superintendent shall make such assignments, reassignments, and transfers as are necessary in their professional judgment.

SECTION B:

The Board and the Superintendent shall use every reasonable effort to fill vacancies from within the teaching staff.

SECTION C:

The Superintendent shall cause to be posted or emailed out to staff in all school buildings a list of known vacancies within five (5) school days from the time the building principal is notified.

SECTION D:

No vacancy shall be filled unless it has been posted for at least seven (7) calendar days, unless an emergency exists.

SECTION E:

Teachers who are interested in or desire a transfer will notify the Superintendent by May 1 of each year. If vacancies occur during the summer, the Superintendent shall send notices of the vacancies to interested teachers. Summer notification shall be by e-mail, unless the teacher has requested notification by traditional mail and provided the district with sufficient self-addressed, stamped envelopes. The teacher shall notify the Superintendent within five (5) days if interested.

SECTION F:

If a transfer is denied, upon request the Superintendent shall provide the teacher with a written statement of the reasons for the denial.

SECTION G:

If a teacher is involuntarily transferred, they will be given the reasons in writing, upon request.

Article 12 – Layoff and Recall

SECTION A:

In the event the Board, in its discretion determines that a layoff is necessary, it will notify the Council and the teachers to be affected as soon as practicable. The Board will then layoff teachers utilizing the following criteria, which are not listed in any rank order:

1. Licensure
2. Seniority
3. Competency and Merit

4. Compliance with OR 342.934 that requires the district to consider cultural and linguistic expertise.

SECTION B:

Procedure for Layoff

1. If the District decides to lay off by seniority, they shall layoff unit members in reverse order of hire.
2. Seniority shall be defined by ORS 342.934 (3) (b).
3. If the District desires to retain a teacher with less seniority than a teacher being released under this section, the District must show such teacher has more competency or merit.
4. a. The definitions of competency and merit are expressed in ORS 342.934, as amended.
b. For the purposes of a recall under this article, "competency" shall be further defined as a teacher's ability to teach a subject or grade level in either the lower elementary (K - 3), upper elementary (4 - 6), middle school (6 - 8), or high school (9 - 12) based on recent teaching experience in the subject area or grade level within the immediate past five (5) years prior to the layoff, or approved educational attainments, or both, but not based solely on being licensed to teach. Consistent with this definition of competence, however, so long as a teacher is already licensed in a given area, subject, or endorsement area at the time of the layoff is declared, the District may consider the teacher's successful completion of additional training and educational preparation equivalent to nine (9) credit hours in making a competence determination. The nine (9) credit hours are subject to prior approval by the District.
5. The District shall make every reasonable effort to transfer teachers from courses scheduled for discontinuance to other positions for which they are licensed and qualified.

SECTION C:

Recall

1. If within twenty-seven (27) months of a layoff, a vacancy occurs within the District for which a laid off teacher is qualified, the recall procedure outlined below will be followed. A vacancy is defined as positions in the bargaining unit which are presently not filled by an incumbent and which the District has determined to fill.
2. At the time of layoff, the District shall notify the teacher who has expressed a desire to return to the District of the recall by certified mail, return receipt sent to the last address given by the teacher to the District Office. The teacher will have fifteen (15) calendar days from the date of mailing to notify the District of intent to return. The teacher must thereafter, respond within thirty (30) days from the date the recall notice was received or if employed elsewhere, at a time mutually agreed upon by the District and the employee. Failure of the teacher to respond within the fifteen (15) calendar days herein specified shall terminate the teacher's employment as a voluntary resignation.
3. Recalled teachers shall be granted those benefits available to other members of the bargaining unit at the time that the recalled teacher returns to work, including the teacher's prior unused accumulated sick leave, and the teacher will be placed on the proper step of

the salary schedule for the teacher's current position according to the teacher's experience and education.

4. Teachers covered by this Article will have the option to continue insurance programs at their own expense subject to the approval of the insurance carrier.
5. Teachers covered by this Article who have provided written notification to the District of their interest for such work will be given consideration for substitute teaching; such will not affect teacher recall rights.
6. No vacancy in the bargaining unit shall be filled by an outside candidate until all laid off employees who are qualified for the vacant position and eligible for recall have been offered the vacant position.

SECTION D:

The layoff and recall procedure apply to all members of the bargaining unit.

SECTION E:

Should the School District close its schools because of a lack of funds, it agrees that for up to 27 months, members of the unit will be laid off and recalled according to the procedures outlined above.

SECTION F:

Upon request, the District agrees to provide to the Association a complete list of all licensed employees, including each employee's first day of service to the District and areas of licensure.

SECTION G:

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 the Article on Grievance Procedure. Further, the parties stipulate that any such grievance will be subject to the arbitration rules and procedures as provided in OAR 115-085-0000, et.seq. The decision of the arbitrator will be final and binding on all interested parties as long as the arbitrator's decision is within their jurisdiction.

Article 13 – Evaluation

1. The District will comply with ORS 342.850.
2. Evaluations shall be governed by the District's Evaluation/Professional Development Plan for Licensed Personnel. Modifications to this document shall be made with the agreement of the Winston-Dillard Education Association.
3. Any procedural matter or determination arising under this Article shall not be subject to the grievance procedure beyond Level Three, the Superintendent level.

Article 14 – Complaint Procedure

If a community member wishes to register a complaint against an employee, Board members or administrators will attempt to obtain a formal written complaint report submitted and signed. If the complainant refuses to sign the complaint, the matter will be closed, unless the administrator believes that the complaint violates law, rule, or ethical standards. If the administrator believes the complaint violates law, Oregon Administrative Rules, Teacher Standards and Practices Commission rules, or ethical standards, then the administrator may proceed with the investigation of the complaint, after informing the employee of this decision.

Complaints shall always be referred to the employee to resolve prior to any action outlined in this article.

If, following the investigation, the unsigned complaint is judged by the Superintendent or supervisor to be without merit the complaint shall be dismissed and no record shall be made in the personnel file.

Signed complaints made by members of the community regarding an employee's performance, or complaints that an administrator believes violate law, Oregon Administrative Rules, Teachers Standards and Practices Commission rules, or ethical standards, shall be handled in the following manner:

1. The employee shall be shown the complaint by their immediate supervisor within five (5) working days, and given an opportunity to respond.
2. If the specifics of the complaint are in question, within five (5) working days, a meeting shall be arranged between the employee and the complainant, if the employee requests such a meeting and the complainant is agreeable to such a meeting. The five (5) working day requirement may be extended if necessary to bring all of the parties to the complaint together. The meeting shall be for the purpose of arriving at a full understanding of the specifics of the complaint. The parties will attempt to settle the issues and concerns at this level.
3. If the complaint in question is judged to have merit significant enough to possibly affect future employment of the employee in question, the supervisor shall inform the employee of the possible effects, write out the specifics of the complaint and conduct an investigation. If, after investigation, the evidence supports the complaint, the supervisor will inform the employee of the inclusion of the complaint in the employee's personnel file.
4. The employee shall have the right to provide a written response within forty (40) working days for placement in the personnel file.
5. If the supervisor does not judge the complaint to have merit, or if the District does not initiate the above process, the complaint shall be dismissed and no record shall be made in the personnel file or otherwise.
6. Any decision of the supervisor may be appealed to the Superintendent, within five (5) working days of that decision.

7. An appeal of the Superintendent's decision can be made to the Board and scheduled for a regular Board meeting, either in Executive Session or Open Session, at the option of the employee.
8. The employee has the right to representation at any level of this procedure.

It is the intent of the Board that each step of this procedure be handled as timely and expeditiously as possible.

Article 15 – Professional Responsibility

SECTION A:

Textbook Advisory Committee

Each Textbook Advisory Committee shall consist of a chairperson, teachers from each subject area in which an adoption is to be made, and two (2) community members.

1. The Superintendent shall appoint an administrator as the chairperson of each Textbook Advisory Committee.
2. Bargaining unit members, employed by the Winston-Dillard School District, in each building where the new adoption will be used may select a representative who will be using that textbook to serve on each Textbook Advisory Committee.
3. The principal or supervisor in each building where the new adoption will be used shall select a person from teachers who will be using that textbook to serve on each Textbook Advisory Committee.
4. Each committee shall be established as needed.
5. Each committee shall be responsible for reviewing and evaluating textbooks and supplementary materials in its subject area and for submitting recommendations to the Board.

Article 16 – Sick Leave

SECTION A:

Teachers who are absent because of personal illness, personal injury, bereavement, or to administer care to ill or injured members of the teacher's immediate family shall receive compensation on account of sickness during such absence in accordance with the provisions and reservations pertaining to sick leave allowances, unless said teacher elects to be absent without compensation.

1. Each teacher shall be granted ten (10) days sick leave for each school year or one day per month employed, whichever is greater.
2. Sick leave may be used in accordance with state and federal leave requirements, OFLA, FMLA, PFMLI/PLO, Paid Leave Oregon, ORS 332.507 and SB 454 Sick Time.
3. Sick leave days may be accumulated by teachers only if those days were not used in the school year for which they were granted. Total sick leave which can be accumulated by any teacher under this Agreement for sick leave shall be unlimited.
4. Any teacher who has accumulated sick leave days from another school district in Oregon shall be allowed to transfer up to seventy-five (75) days for sick leave purposes and an unlimited number for the purposes of computation of retirement benefits. (They must,

however, work thirty (30) days for the District before becoming eligible to use the transferred sick leave.)

5. Provisions of this Article are not in addition to ORS 332.507 and ORS 238.350.
6. Any bargaining unit member with less than 25 days of accumulated sick leave and no more than three years of service with the District shall be eligible for five (5) days of family illness leave.

SECTION B:

Injury on Duty

In the event of absence due to a compensable injury as defined in ORS 656.005 incurred in the course of employment, the District shall pay to such teacher the difference between their regular salary and the benefits received by the teacher under the Oregon Workman's Compensation Law. The amount paid by the District shall be charged against the accumulated sick leave days of the employee. The District's obligation ends when the employee's sick leave days are exhausted.

SECTION C:

Misrepresentation

Willful misrepresentation of personal illness shall be evidence of neglect of duty, and could lead to disciplinary action being taken against the employee.

SECTION D:

Notification of Accumulated Sick Leave

Each returning teacher shall be given a monthly accounting of their use and accumulation of sick leave beginning with the September paycheck and each month thereafter. New employees will receive their accounting beginning with the October paycheck. New employees are required to work 30 days before transferred sick leave becomes effective.

SECTION E:

Sick Leave Bank (for Association Members Only)

1. The District shall assist the Association in the operation of a sick leave bank as provided herein.
2. Upon thirty (30) days written notice from the Association, the District shall establish a separate sick leave account in the name of the Association or its administrative designee.
3. At the beginning of each school year, the Association shall advise members of the bargaining unit as follows:
 - a. Each member of the bargaining unit may donate up to one (1) day of said teacher's accumulated sick leave to the Association's sick leave bank.
 - b. Donations are completely voluntary and the Association has advised the employee of the impact of sick leave days on retirement benefits.
 - c. The Association or its administrative designee shall administer all disbursements from said sick bank.
4. The District will receive donation forms from the Association or its administrative designee by September 10th of each school year. Bargaining unit members shall confirm their desire to

donate to the sick leave bank on a form provided by the Association or its administrative designee.

5. The Association or its administrative designee of the sick leave bank shall develop policies governing the operation of the sick leave bank. The parties agree that the sick leave bank shall not be operative until such time as said policies have been adopted by the Association or its administrative designee and a copy of said policies have been forwarded to the District and each member of the bargaining unit.

6. The District shall transfer accumulated sick leave to the Association's sick leave account in accordance with the authorized donor confirmations that are received within the fiscal enrollment period as provided herein.

7. The Association or its administrative designee shall administer disbursements from the Association's sick leave bank account. Each time such a disbursement is to be made, the Association shall advise the District, in writing, the exact number of days of sick leave and whom said sick leave days are to be transferred to. At no time shall the total number of sick leave days to be transferred exceed the total number of such days recorded in the Association's sick leave bank account.

8. The Association does hereby indemnify and will defend the District against all claims, charges, damages, legal fees and costs incurred as a result of its maintenance of the Association's sick leave bank as provided herein. If there is a claim made against the District as a result of the application of any of the provisions of this section, the Association agrees that it will pay any and all fees, costs and other expenses of the attorney, attorneys or law firm selected by the District to represent it. The Association further agrees that it will pay any and all amounts awarded against the District, including but not limited to damages, fees, fines and court costs.

Article 17 – Paid Leave of Absence

SECTION A:

Personal Leave

Teachers shall be granted three (3) days paid personal leave during each employee's work year. The employee shall request said personal leave from his immediate supervisor at the earliest possible date. Teachers with eight (8/9) hours or more of personal leave remaining at the end of the school year shall be paid \$250.00 on or before June 30 of that year. (Eight (8) for the 5-day week schedule and nine (9) hours for the 4-day week schedule.)

One paid personal leave day may be rolled over to the next school year if an employee notifies the District payroll department by May of that same year, otherwise that one day will be paid out. If an employee has two or more paid personal leave days by June 1, one day will be paid out and the second day will roll over into the next fiscal year. Any rolled over personal leave day will need preapproved, in advance, by the building principal before used.

SECTION B:

Bereavement Leave: Employees are entitled to four days bereavement leave per occurrence for the death of a family member as defined in the Oregon Family Leave Act.

SECTION C:**Oregon Paid Family and Medical Leave**

Starting on January 1, 2023, the District shall pay the required employee contributions to the Oregon Paid Family and Medical Leave Insurance as an employer-provided benefit.

SECTION D:**Election to Use Sick Leave**

An employee who receives a benefit under Workers' Compensation Insurance or Paid Family and Medical Leave Insurance may elect to use accrued sick leave to make up the difference between their benefits and their normal salary/wage. Upon receiving written notice of such election, the District shall deduct and apply the number of accrued sick leave hours necessary to ensure that the employee receives their normal salary/wages.

Article 18 – Unpaid Leaves of Absence

SECTION A: Sabbatical Leave

1. *Provisions*

A teacher who has completed at least seven (7) years of service in the District shall be granted a sabbatical leave upon request, for one (1) year. This leave will be granted for advanced study or extended travel. Leaves will be considered in order of application.

2. The teacher taking such leave shall agree to return to the District for not less than one (1) year following such leave.

3. *Return from Leave*

Upon return from sabbatical leave, a teacher shall be placed on the salary schedule at the level which they would have achieved had they remained actively employed in the District during the period of their absence.

SECTION B: Leaves of Absence

1. *Provisions*

A teacher who may be granted, upon request, a leave of absence for one (1) year. Leaves will be considered in order of application.

2. A teacher on leave shall have the option to continue the insurance offered under this contract, at the teacher's own expense, subject to the rules of the insurance carrier.
3. Employees are allowed one (1) unpaid day per year for personal time off. The leave does not accrue and must be prearranged with and preapproved by the employee's administrator. Such leave days shall not accumulate.

SECTION C:

International and Federal Programs, Professional Study, Council and Political Leaves

International and federal programs, professional study, council and political unpaid leaves of absence shall be submitted in written form to the Superintendent for approval.

SECTION D:

Military Leave

Military leaves shall be allowed in accordance with federal and state laws relating to such leave. (ORS: 408.290)

SECTION E:

Maternity/Adoption Leave

The District will comply with the Family Medical Leave Act and the Oregon Family Leave Act.

SECTION F:

Return from Leave - Benefits

All benefits to which a teacher was entitled at the time their leave of absence commenced, including seniority, unused accumulated sick leave and credits towards leave of absence eligibility shall be

restored to them upon their return, provided those benefits are still in effect. Subject to the terms of Article 11 and Article 12, they shall be assigned to the same position or substantially the same position which they held at the time said leave commenced.

SECTION G:

Return to District

If a teacher on a leave intends to resign, they must follow the same requirements regarding notification of intent as those teachers presently on contract as specified in ORS 342.553.

SECTION H:

Renewals of Leaves

Extensions or renewals of leaves may be requested.

Article 19 – Tuition Reimbursement

SECTION A:

The District shall pay in-state tuition expenses that each teacher incurs in the current fiscal year for a maximum of fifteen (15) eligible quarter hours, or ten (10) eligible semester hours, during a consecutive five (5) year period. Reimbursement for eligible college credit hours shall meet the tuition rate charged by the institution, but shall not exceed the in-state tuition at the University of Oregon. If tuition expense crosses fiscal years a pro-rate will occur provided funds are available.

In the event of funds remaining, teachers who have received maximum tuition reimbursement may apply for additional reimbursement for courses taken in the current fiscal year. Applications shall be submitted between May 15th and June 15th. The District will review applications and determine whether additional tuition reimbursements will be granted. The District's decision shall be final and will not be subject to the grievance procedure.

SECTION B:

Out-of-state tuition reimbursement will not exceed the current in-state tuition at the University of Oregon rate.

SECTION C:

The following guidelines shall be used to determine courses eligible for tuition reimbursement:

1. any course which a teacher is required or requested to take by the District.
2. taken in professional development which is required, requested or approved by the Administration and will contribute to upgrading and updating of teacher performances and thus improve educational advantages of the children served by the District.
3. availability of budgeted professional development funding.

SECTION D:

The District shall pay tuition upon registration of the class. If any teacher fails to show proof of successful completion of the course within six (6) weeks after the final class meeting, the amount of tuition will be withheld from the next month's check. "Successful completion" shall mean a passing grade of C or higher.

SECTION E:

Any teacher receiving tuition reimbursement from the District after May 1 each year, who does not teach in the District the following year, will agree to reimburse the District the full amount of tuition so paid.

SECTION F:

The District reserves the right to pay in-state tuition expenses for eligible credits beyond the maximum credits as described in Section A for courses which a teacher is required or requested to take by the District.

Article 20 – Maintenance of Classroom Control and Discipline

SECTION A:

The Board and Superintendent support and uphold employees in their efforts to maintain discipline in the District. An employee shall use reasonable and professional judgment in the control and maintenance of order and discipline in the classroom.

SECTION B:

School principals will meet with the employees annually to establish and/or review building disciplinary standards and procedures.

SECTION C:

The names of individuals on school premises in possession of weapons, under the influence of alcohol or drugs or other non-prescribed narcotic substances, or who have possession of alcohol or drugs or other non-prescribed narcotic substances will be given to the proper authority for prosecution, when that condition becomes known to the District.

Article 21 – Dues and Payroll Deductions

SECTION A:

Dues Deduction Authorization: Prior to the first dues deduction of the school year, and then for any employee who becomes a member of the Association after the start of the school year, the Association by certified list shall notify the District of the licensed teachers who have elected to have dues deducted from their paychecks and shall identify the dues to be deducted from each. The Association shall also notify the District when a licensed teacher should no longer have dues deducted. The District shall enact dues deduction changes on the pay period following a notification. The District may request verification of dues deduction from the Association in the event of potential discrepancies.

SECTION B:

Processing OEA/NEA Dues Deductions: Dues deductions shall be made monthly in an amount equal to one-ninth (1/9) of annual dues, commencing with the month of October and continuing through the June pay period. Deductions for employees who join the Association after the beginning of the school year shall be prorated on a twelve-month basis.

SECTION C:

A list of employees with council dues deductions shall be sent to the Association together with the remittance due to the Association (local, OEA, NEA) within five (5) days after the October salary check has been received by the employees of the District.

When requested, the Association agrees to promptly advise the Superintendent of all members of the council in good standing, and to furnish any other information needed by the Superintendent to fulfill the provisions of this Article, and not otherwise available to the District.

Every 120 days, the District shall provide to the OEA Membership Specialist an Excel-compatible database of each employee in the bargaining unit (both active members and non-members). The information requested shall be consistent with HB2016. Whenever a new employee is hired into the bargaining unit, the District shall provide the requested information within ten (10) days of hire.

The district shall notify the OEA Membership Specialist whenever an employee is the bargaining unit is placed on an unpaid leave of absence, retires, is laid off, resigns, or changes their name".

SECTION D:

The District agrees to deduct from the salaries of its regular teachers as requested by the teacher:

Regular Association dues

Premiums for Board/Association approved insurance programs

Payments to the Teachers' Credit Union

Contributions to United Way

403b and Annuity Programs administered through ING Life Insurance and Annuity

Company that complies with Internal Revenue Code as approved by Board

457 Deferred Compensation Plan that comply with Internal Revenue Code
American Fidelity products that comply with Internal Revenue Code as approved by Board

SECTION E:

The Board shall approve employee involvement in annuities, voluntary community deductions, income deferrals, and other insurances using the following listed guidelines.

1. A minimum of ten (10) employees must show evidence of willingness to participate (sign-up.)
2. The District upon appropriate authorization of the teacher, shall deduct from the salary of any employee and make proper remittance for any other plans or programs approved by the Board.

SECTION F:

Teachers' payroll checks shall itemize all sources of pay and payroll deductions, limited only by the capabilities of the payroll system.

SECTION G:

1. The Council shall hold the District harmless from any claims (including the cost of the defense of such claims) made by a member of the bargaining unit under the terms of this Article.

Article 22 – Insurance

SECTION A:

The insurance plans for teachers shall be comparable to those as follows:

1. OEBB Medical, current plan, or another plan as determined in accordance with Section F herein.
2. OEBB Dental, current plan, with Ortho or another plan as determined in accordance with Section F herein.
3. OEBB Vision current plan, or another plan as determined in accordance with Section F herein.
4. OEBB LTD current plan, or another plan as determined in accordance with Section F herein.

SECTION B:

1. During the term of this Agreement, the District will contribute, for each eligible teacher, up to the following per month toward the premium of insurance on a tiered coverage elected by the employee and the plan selected by the insurance committee. The tiered plan District contribution will be as follows shall include an additional 4% per year on the 2024-2025 Tiered District Caps below:

25-26 TIERED DISTRICT CAPS

EE Only	EE & SP	EE & CH	Family
\$ 890	\$ 1,651	\$ 1,524	\$ 2,223

26-27 TIERED DISTRICT CAPS

EE Only	EE & SP	EE & CH	Family
\$ 925	\$ 1,717	\$ 1,585	\$ 2,312

27-28 TIERED DISTRICT CAPS

EE Only	EE & SP	EE & CH	Family
\$ 962	\$ 1,786	\$ 1,649	\$ 2,404

If an eligible employee does not utilize the full District contribution, the excess up to \$100/month shall be placed into an HSA account on eligible HSA plan selections. The District will provide Employee Assistance Program coverage.

SECTION C:

For a bargaining unit member to be eligible for the benefit provided in Section A herein, they must be regularly scheduled to work for the District. This does not apply to job shares.

SECTION D:

Teachers newly hired by the District shall be eligible for the benefits under this Article upon acceptance of written application by the insurance carriers on the first day of the month following the month work commenced.

SECTION E:

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

SECTION F:

The Association shall choose which and how many OEBB insurance plans will be offered, consistent with the Health Care Reform Legislation effective January 1, 2014, OEBB rules, by a majority vote of the bargaining unit members. The Association will select an HSA-qualified, high deductible plan as one of the OEBB Medical plans selections each year if available. Said vote shall be conducted prior to the OEBB deadline if determined to be needed by the Association.

SECTION G:

The District's obligation toward premium payments herein shall cease on the first day of the month following the month in which the eligible employee was no longer employed by the District or the termination date of this Agreement, whichever is sooner. However, if said eligible employee has earned more of the benefits provided herein by virtue of time worked as compared to benefit actually paid, the District's contribution toward the insurance premium shall continue to the nearest whole month of the earned benefit.

SECTION H:

In conjunction with the District Section 125 plan, effective October 1, 2011, and during open enrollment thereafter, bargaining unit members who are eligible to receive a district contribution toward insurance and who elect to opt out of insurance, may choose to receive a monthly salary stipend subject to all applicable tax. Elections to opt out of the health benefit plans must be made at the time of hire, when initially meeting eligibility or during the annual open enrollment period. Eligible employees electing to opt out must:

- A. Maintain coverage under another employer-sponsored group medical benefit plan;
- B. Elect to opt out of coverage must be made by September 1st of each year. Employee must complete an "Opt Out Election Form" and submit their election to opt out through the OEBB benefit management system (State Exchange if applicable);
- C. If requested, provide proof of current coverage under another employer-sponsored group medical benefit plan;
- D. If, at a later date, employee wishes to re-enroll as a member of the district's health plans, employee will no longer be eligible for the monthly salary stipend. Employee may enroll in the district's benefit plans during the next open enrollment unless current coverage ends prior to that event;
- E. If employee becomes ineligible for the monthly salary stipend due to the loss of other coverage, employee must re-enroll in the OEBB Health Plan (State Exchange if applicable) within 30 days of loss of coverage.

In lieu of the insurance contribution, eligible employees are eligible to receive additional pay of \$600 per month.

Article 23 – Professional Compensation

SECTION A:
Salary Schedule

1. The basic salaries for the employees covered by this Agreement are set forth in Appendix A of this Agreement.
 - a. For the 2025-2026 fiscal year, the salaries of all licensed employees shall be increased by 5.00% added to the 2024-2025 salary schedule.
 - b. For the 2026-2027 fiscal year, the salaries of all licensed employees shall be increased by 5.0% added to the 2025-2026 salary schedule.
 - c. For the 2027-2028 fiscal year, the salaries of all licensed employees shall be increased by 4.0% added to the 2026-2027 salary schedule.
2. Salary advancement shall be according to the salary schedule listed in Appendix A. Advancement shall be one (1) step vertically per year for full-time teachers working more than one-half of the teacher contract year based on 190 days for a 5-day school week or 174 days for a 4-day school week.
3. Salary for additional responsibility positions shall be in accordance to the conditions stated in Appendices B, C, and D.
4. Beginning July 1, 2006, a one-time longevity step payment will be paid to teachers having completed long-term continuous employment with the District. As a teacher completes 15 years of continuous employment with the District, the teacher will receive a one-time payment at the end of the year in which 15 years of teaching was achieved. A one-time payment will be paid for each additional 5-year period in which a teacher completes another 5 years of continuous employment as follows:

<u>Eligible Year</u>	<u>One Time Payment</u>
Year 15	\$500
Year 20	\$1000
Year 25	\$1500
Year 30	\$2000
Year 35	\$2500
Year 40	\$3000

SECTION B:

The Superintendent shall have full authority for placement of newly hired teachers on the salary schedule. This includes the complete determination of previous teaching experience to be awarded, and complete determination of college class credits which will be counted for salary schedule placement.

Any credit for past teaching experience and college class credits as may be granted as provided herein shall be within limits of the current salary schedule. The provisions of this Article (23B.) are exempt from the grievance procedure as provided in this Agreement. Further, it is expressly stipulated that any dispute regarding the placement of newly hired teachers on the salary schedule shall not be the basis of an unfair labor practice charge or any other form of administrative appeal.

SECTION C:

If a regular pay date during the school term falls on a day when school is not in session, teachers shall receive pay on the last day of school in session.

SECTION D:

Any balance in the teacher's contractual salary, due to a teacher not returning to the District, shall be paid on the last day of the school year unless otherwise provided by the written consent of the teacher.

SECTION E:

If a teacher completes the necessary credits for advancement to a higher educational level on the compensation schedule, an adjustment in placement on the schedule, to be effective in the subsequent school year, will be made only if the teacher notifies the Superintendent in writing prior to September 1 with proper verification of having successfully completed the additional course work submitted as soon as available.

SECTION F:

1. Each teacher shall have the option of being paid on the basis of either ten (10) or twelve (12) equal payments. Those teachers choosing their summer pay in a lump sum shall receive it on the last contract day for the majority of the teachers according to the district calendar.
2. Once a choice of either ten (10) or twelve (12) equal payments has been made, there shall be no change in method of pay until the following school year.
3. All voluntary deductions for July and August shall be held out of the June check for those choosing the ten (10) month equal payment plan. In the event the June check is insufficient to cover voluntary deductions, the balance owing will be the responsibility of the employee.

SECTION G:

The teacher shall be issued an individual contract pursuant to this Master Contract within a reasonable time period. The contract shall state the following:

1. Conditions of employment are pursuant to the Master Contract.
2. Base salary; additional salary for specified duties, additional salaries by extended contract.
3. An additional contract shall be issued for coaching.

SECTION H:

Reimbursement for Travel Expenses

Teachers required in the course of their work to drive personal automobiles from one school building to another, for field trips or business within the District or authorized travel outside the District will

be reimbursed at the current IRS rate. All requests for reimbursement must be submitted, with appropriate documentation, no later than June 30, for the current school year. Failure to timely submit reimbursement requests shall be ground for denial.

SECTION I:

Extra-Curricular Activities

Teacher participation in extra-curricular activities which extend beyond the regularly scheduled in-school day shall be voluntary and shall be compensated at the rate of pay shown on Appendices B, C, and D. The teacher may, on their initiative, volunteer to participate in extra-curricular activities without compensation.

Extra-curricular activities under Appendix D require clocking in/out of VeriTime to record hours worked. Time is rounded to the nearest quarter hour.

SECTION J:

School-related Instructional Programs

Elementary or secondary teacher participation in instructional activities which extend beyond the regularly scheduled in-school day shall be voluntary and shall be compensated at the rate of pay shown in Appendices B, C, and D. Compensated instructional activities may include, but are not limited to choirs, plays, parent groups and must receive Board approval. These benefits will not apply to those teachers who already have an extended or supplemental contract to provide that service.

Mentoring Program

Probationary teachers are eligible for a district approved mentoring program for a minimum of 2 years and a maximum of 3 years. Mentoring program shall meet 1 time a year. The meeting will occur sometime during the first quarter. The District shall pay a Stipend to mentoring teachers of \$500 per year. Mentoring teachers shall not be assigned to more than 3 probationary teachers.

The District superintendent shall appoint a veteran teacher (7-years with the District preferred) to direct the work of the mentor teachers. This position shall receive an annual \$500 stipend.

The WDSD Mentoring program development and implementation would be a collaborative effort of WDEA and WDSD.

SECTION K:

Licensed staff engaged in teaching beyond their regular eight (8)/nine (9) hour work day (i.e., tutoring, Saturday School, driver training, "Extended School Year", etc.) will be paid at an hourly rate using the minimum hourly salary for substitute teachers as determined by State law. Special education teachers, however, will be compensated at their per diem rate for district-approved planning time for the Extended School Year.

Licensed staff are required to clock-in/out of VeriTime to record hours worked. Time is rounded to the nearest quarter hour.

SECTION L:

Tax Sheltered Annuity Program

The District shall establish an employee "Tax Sheltered Annuity" (TSA) Program managed by an independent third party. Only those employees who are ineligible for the District's early retirement program shall be eligible to participate in the TSA program.

The minimum monthly contribution, by participating employees, shall be ten dollars (\$10). The TSA will be in the employee's name and will go with the employee, in its entirety, when they retire or leave the District. The employee may change their contribution once a calendar year. The "open-enrollment /contribution change" period will be July 31st to September 5th each year.

The District will match the employee's monthly contribution to a maximum of twenty-five dollars (\$25) for each current eligible and future employee. Failure by the employee to make a scheduled TSA contribution nullifies the District's obligation, for matching contributions, until the next open-enrollment period. Written notification of changes in participation or monthly contribution will be filed with the District's Business Officer, no later than September 5th.

Article 24 – PERS Pick-Up

The District shall pay the 6% employee portion of the PERS contribution each month.

Article 25 – Association Rights and Privileges

SECTION A: Information

Upon request, the Board agrees to allow the Association access to all information necessary for its functioning as exclusive bargaining representative. The District retains the statutory right to make a reasonable charge for the provision of such information.

SECTION B:

Use of School Buildings and Equipment

The local Association members employed by the Winston-Dillard School District and their representatives shall have the same right of access to school buildings and equipment as any other community group, providing there is no interference with the regular school program, after-school programs or pre-scheduled activities that would interfere with such access. All use of District buildings and equipment shall comply with applicable laws and District Policies. The principal of the building in question shall be notified.

SECTION C:

Bulletin Boards

The local Association members employed by the Winston-Dillard School District and their representatives shall have use of bulletin board space in faculty lounges and the Central Office for Association notices, providing such notices are done with professional discretion and are not detrimental to district-teacher relations or defaming to any individual.

SECTION D:

Communication Facilities

The local Association members employed by the Winston-Dillard School District and their representatives shall have the right to use the District electronic network, telephones, inter-school mail facilities, and school mail boxes as it deems necessary so long as communications are identified as Association. Association use of District mail, phones, and computer systems shall comport with applicable laws, policies, and professional standards of conduct. The Association shall hold the District harmless from any claims (including the defense of such claims) that may occur as the result of this activity.

SECTION E:

Leave for Association Representatives

The School Board shall grant local Association/Association members employed by the Winston-Dillard School District a maximum of seven (7) days leave per year with pay for Association business. No more than three (3) Association representatives shall be granted leave on any one day for that purpose. The Association shall pay the cost of any substitute(s) hired as a result of the representative's absence.

SECTION F:

Right to Speak at Meetings

Upon request, local Association members or a Association representative may be allowed to speak at any faculty or professional meeting for a reasonable length of time. The local Association representatives may also have the opportunity to suggest items for the agenda.

SECTION G:

Released Time for Meetings

Whenever any representative of the Council/Association or any teacher participates during working hours in meetings mutually agreed upon by the Board and Council/Association, they shall suffer no loss of pay.

Two (2) paid new teacher orientation days will be held prior to in-service week for teachers just beginning employment with the District at the substitute rate. The Association will be granted one hour of work time to meeting with the new teacher(s).

For any licensed teacher hired after the start of the school year, the district shall notify the Association, within ten (10) calendar days of the first day of work, of the name and worksite of the new hire. The Association shall be granted one (1) hour of work time to meet with the new licensed teacher.

Article 26 – Funding Clause

SECTION A:

The parties acknowledge that revenue to fund the compensation and benefits provided by this Agreement will be largely determined by the Oregon Legislature and the State of Oregon. Further, the parties acknowledge that the District, its board of directors and administrators, have no direct influence on the District's total revenues.

SECTION B:

If the District closes its schools because of a lack of funds, no member of the bargaining unit shall be entitled to any salary or fringe benefits provided in this Agreement while the schools are closed.

SECTION C:

This Agreement does not guarantee any level or length of employment.

Article 27 – Savings Clause

Invalid contract provisions shall be renegotiated per ORS 243.702:

(1) In the event any words or sections of this collective bargaining agreement are declared to be invalid by any court of competent jurisdiction, by ruling by the Employment Relations Board, by statute or constitutional amendment or by inability of the employer or the employees to perform to the terms of the agreement, then upon request by either party the invalid words or sections of this collective bargaining agreement shall be reopened for negotiation.

(2) Renegotiation of contract provisions pursuant to this Article is subject to the expedited bargaining process of ORS 243.698.

Article 28 – Duration of Agreement

Effective Date

This Agreement shall be considered effective as of July 1, 2025, or upon ratification by both parties, whichever comes later. This Agreement shall continue in effect through June 30, 2028, subject to the Association's right to negotiation over a successor Agreement as provided in Article 2. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

IN WITNESS WHEREOF the Association has caused this Agreement to be signed by its President and the Board has caused this Agreement to be signed by its Chairperson, attested by its Clerk.

DOUGLAS COUNTY BARGAINING COUNCIL

By: Bob Sconce

Date: 7/15/2025

WINSTON-DILLARD EDUCATION ASSOCIATION

By: Norma J. Ford

Date: 7-15-2025

OREGON EDUCATION ASSOCIATION

By: Bob Sconce

Date: 7/15/2025

WINSTON-DILLARD BOARD OF EDUCATION

By: Jean m. Gray

Date: 7/19/25

WINSTON-DILLARD SCHOOL DISTRICT

By: Kevin Wilson

Date: 7/14/25

APPENDIX A

2025-2026 LICENSED SALARY SCHEDULE						
Step + 5% COLA						
STEP	[BA] [LICENSED]	[BA+24]	[BA+45]	[BA+60]	[MA]	(MA+45)
0	46,837	48,127	49,456	50,822	52,224	53,665
1	47,498	48,829	50,193	51,599	53,043	54,527
2	48,922	50,289	51,701	53,149	54,638	56,164
3	50,391	51,800	53,251	54,744	56,274	57,851
4	51,903	53,355	54,848	56,383	57,963	59,585
5	53,458	54,955	56,495	58,077	59,701	61,372
6	55,062	56,604	58,191	59,819	61,491	63,214
7	56,714	58,300	59,935	61,610	63,339	65,108
8	58,414	60,049	61,733	63,463	65,238	67,062
9	60,170	61,846	63,586	65,365	67,197	69,077
10	61,972	63,710	65,495	67,327	69,211	71,149
11	63,833	65,620	67,458	69,348	71,287	73,284
12	65,747	67,589	69,480	71,427	73,426	75,484
13	67,719	69,618	71,565	73,568	75,629	77,747
14	-	71,701	73,712	75,777	77,899	80,074
15	-	-	74,490	78,048	80,235	82,477
16	-	-	-	-	82,642	84,954

APPENDIX A

2026-2027 LICENSED SALARY SCHEDULE

Step + 5% COLA

STEP	[LICENSED]	[BA+24]	[BA+45]	[BA+60]	[MA]	(MA+45)
0	49,179	50,533	51,929	53,363	54,835	56,348
1	49,872	51,270	52,703	54,178	55,695	57,254
2	51,369	52,804	54,286	55,806	57,370	58,972
3	52,911	54,390	55,913	57,481	59,088	60,743
4	54,499	56,023	57,590	59,203	60,861	62,565
5	56,131	57,703	59,320	60,981	62,686	64,441
6	57,815	59,435	61,100	62,810	64,566	66,375
7	59,550	61,215	62,932	64,691	66,506	68,363
8	61,335	63,052	64,820	66,636	68,500	70,415
9	63,178	64,938	66,765	68,633	70,557	72,531
10	65,071	66,895	68,770	70,693	72,672	74,706
11	67,025	68,901	70,831	72,816	74,851	76,948
12	69,034	70,969	72,954	74,998	77,098	79,258
13	71,105	73,099	75,144	77,247	79,410	81,634
14	-	75,286	77,397	79,566	81,794	84,078
15	-	-	78,215	81,951	84,247	86,601
16	-	-	-	-	86,775	89,202

APPENDIX A

2027-2028 LICENSED SALARY SCHEDULE						
Step + 4% COLA						
STEP	[LICENSED]	[BA+24]	[BA+45]	[BA+60]	[MA]	(MA+45)
0	51,146	52,554	54,006	55,498	57,029	58,602
1	51,867	53,321	54,811	56,346	57,923	59,544
2	53,423	54,916	56,457	58,038	59,665	61,331
3	55,027	56,566	58,150	59,780	61,451	63,173
4	56,679	58,264	59,894	61,571	63,295	65,067
5	58,376	60,011	61,693	63,420	65,193	67,019
6	60,127	61,812	63,545	65,322	67,149	69,030
7	61,931	63,664	65,449	67,279	69,166	71,098
8	63,789	65,574	67,413	69,302	71,240	73,232
9	65,705	67,536	69,435	71,379	73,379	75,433
10	67,674	69,571	71,521	73,521	75,578	77,694
11	69,706	71,657	73,664	75,728	77,845	80,026
12	71,795	73,808	75,872	77,998	80,181	82,429
13	73,950	76,023	78,149	80,337	82,586	84,900
14	-	78,298	80,493	82,748	85,066	87,441
15	-	-	81,343	85,229	87,616	90,065
16	-	-	-	-	90,246	92,770

Appendix B

Extra Duty

A. LEVEL 1 No previous experience, one year and two years of experience.

LEVEL 2 Three years of previous experience in the specified Extra Duty position will qualify for Level Two.

The percentages below relate to the base pay of the teacher salary schedule in the Bachelor column for the respective school year covered by this Master Contract. Refer to the appropriate Appendix A to determine the base pay in the Bachelor column for each school year so covered.

	A	B	C	D	E	F	G	H
LEVEL 1	15.0	12.0	10.0	9.0	8.0	7.0	6.0	2.0
LEVEL 2	17.0	15.0	12.0	11.0	10.0	9.0	8.0	4.0

1. Vertical placement on Appendix B is based on years of experience in a particular activity (Appendix C).
2. Horizontal classifications reflect difficulty and degree of responsibility associated with different extracurricular activity assignments.
3. Advancement to the next step depends on satisfactory involvement in the appointed activity area. This will be determined by the building principal and Superintendent through the use of regular evaluations and observations. When the Athletic Director is a member of the bargaining unit, the evaluation of coaches will be the responsibility of the administration.
4. If new positions are budgeted for, approved, and placed on Appendix B, they will be placed in their proper category, as determined by the building principal and Athletic Director. If any activity involves non-coaching responsibilities, the department representative's decision will replace that of the Athletic Director.
5. Changes in compensation for positions listed in Appendix C can be made only by mutual agreement of the Winston-Dillard Board of Education and the Douglas County Bargaining Council.
6. Category H on the above chart shall be utilized only for the position of building TAG Coordinator. Coordinators shall receive pay at Level 2.

Appendix C

Extra Duty

A

Athletic Director

B

HS Band

C

WMS Activity Coordinator

HS Vocal

D

Publication MS
Vocal
MS Band
HS Leadership

E

F
Elem. Music

G

Special Olympics
HS Drama
MS Drama

H

TAG Coordinator
HS Musical Drama Director
HS National Honor Society

I – Elementary - 4 Elementary stipend positions for each elementary school in the amount of \$250 each – After School Activities

Garden Club
Drama Club
Science Club
Art Club

Appendix D

1. The established uniform pay rate for supervision and other work not named on the Extra Duty Schedule (Appendix C), will be at a rate \$20.00 (twenty dollars) per hour. Minimum pay for working at any event less than two (2) hours in duration will be \$40.00.
2. Activity supervisors and workers will be paid to the nearest quarter hour for time spent working at the event and must clock-in and clock-out of VeriTime to receive compensation.
3. Supervisors and other workers at extra-curricular events must be signed up in advance of an event in an established and well-known process and approved by the administrator. The event organizer should work with the administrator to determine the amount of paid supervisors needed for an event, before any sign ups occur. Any licensed staff member who works at an event without being approved in advance will not be considered a paid employee and will not be compensated.

No licensed staff will be required to work without compensation.

4. Time reporting method will be done by clocking in/out of VeriTime and hourly allocations will be determined by the administrators in cooperation with their teaching staffs.

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