AGREEMENT

between

Mid-Valley Bargaining Council
(Dallas Education Association)

and

Dallas School District No. 2

July 1, 2023 TO JUNE 30, 2026

Final DEA Bargaining CBA 2023 – Update Effective 7/1/25.

*Update effective 7/1/25

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Preamble

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

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

Council Rights

A. Information

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

B. Release Time for Meetings

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

C. Use of School Buildings:

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

D. Materials and Facilities

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

E. Bulletin Boards

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

F. Right to Speak at Meetings

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

G. Notice of Representation:

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

H. Miscellaneous Provisions:

1. The agenda for school board meetings shall be e-mailed to all council members on Friday preceding regular scheduled board meetings.

2. Building representatives shall be allowed to work on Council matters at times that do not interfere with other job responsibilities. Grievances shall be processed at times other than the normal teacher workday.

3. The Council shall be granted eight (8) days noncumulative leave to be used by Council representatives for the purpose of conducting Council business. The leave may be taken in whole or half-day segments and the cost of the substitute shall be paid by the Council. Notification in writing shall be furnished to the District forty-eight (48) hours in advance of utilization of such leave. The superintendent shall have the discretion to grant additional leave days under this provision.

4. The district shall provide an opportunity for input from the Council regarding fiscal and policy matters. The Council may participate in policy work sessions and be an ad hoc member of the budget committee.

5. The District shall seek input from the Council regarding district inservice programs.

6. The use of the District email system by the Council is allowed for the administration of the collective bargaining agreement as well as matters of governance or business.

7. The rights of designated representatives to have reasonable time to engage in Council business during regular work hours is recognized. Questions of designation and reasonable time will be resolved collaboratively between the District and the Council.

Management Rights

A. The Board, on its own behalf and behalf of the electors of the school district, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Oregon, and the United States, without limiting the generality of the foregoing, the right:

1. To the executive management and administrative control of the school system and its employees, properties, and facilities.

2. To hire all employees and to determine their qualifications, and conditions of their continued employment, process their dismissal, and to promote and transfer all such employees**.**

B. The exercise of the foregoing powers, rights, authorities, duties, and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the express terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Oregon, and the Constitution and laws of the United States.

C. Nothing in this agreement shall restrict the District's right to contract or subcontract out work so long as no current member of the bargaining unit is subject to a layoff as the direct result of such contracting or subcontracting out. This reserved right is without qualification; there is no district obligation to bargain as to any such contracting or subcontracting decision and the impact thereof. This is understood to be a waiver of the right to demand decisional and impact bargaining for the circumstances provided herein.

Recognition and Status of Agreement

A. The District recognizes the Council as the exclusive bargaining representative with respect to wages, hours, and conditions of employment for all licensed teaching personnel, all other TSPC licensed staff, all other licensed professional staff not licensed under TSPC but under other state licensing agencies and with an exempt status under contract to the District including temporary teachers. Teachers who teach less than one-half (1/2) time on a daily basis shall not be covered under the following articles:

- Article 2 Compensation: Fringe Benefits
- Article 11 Leave: Sabbatical
- Article 23 Teacher Assignments
- Article 27 Teaching Hours and Teaching Load

B. Specifically excluded from the bargaining unit are, supervisory/confidential employees, substitute teachers, assistants, tutors, and any other person who is engaged at least 50 percent of their time on the job in direct administration and/or supervision of professional personnel.

C. The term "teacher" when used hereinafter in the agreement shall refer to all professionals represented by the Council in the bargaining unit as above defined.

D. 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, 2023. Negotiated language changes agreed upon under reopener shall become effective on July 1.

B. The parties acknowledge that during negotiations which resulted in agreements, each had an unlimited right and opportunity to negotiate with respect to any subject or matter appropriate to collective bargaining, and exercise of that right and opportunity are set forth in the agreement.

C. Annually, the parties shall meet to reaffirm the commitment to collaborative bargaining and discuss openly potential articles for negotiations. During this agreement either party may open up for bargaining up to two (2) existing articles per fiscal year. If the article(s) brought by the parties are the same, they will only be counted against the District's total. During each fiscal year, one (1) new article per party may be negotiated. Negotiations under this section will commence no later than February 1.

Article 1 Compensation: Extra Duty

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 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.

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

E. Extended Season Compensation

1. Coaches, directors, or advisors of teams or groups as listed in section 4, who qualify for competition beyond the expected season for state or national competitions, but still within the contracted school year, will receive weekly compensation for their extended season.

2. Coaches and/or advisors will receive one (1) full week of compensation for any part of a week they participate in state or national competitions. Week is defined as Sunday through Saturday.

3. Coaches in extended season competition shall be compensated at the scheduled rate of assigned extra duty pay for every week of post season competition participation. Advisors in extended competition shall be compensated at the scheduled rate of assigned extra duty pay for every week of post season competition participation.

4. The following coaches are eligible for extended season compensation:

   a. Football: Head Coach plus three (3) assistants.

   b. Basketball, Baseball, Soccer, Softball, Volleyball: Head Coach plus one (1) assistant.

   c. Cheerleading, Cross Country, Dance, Golf, Band, Choir: Head Coach or Director only.

   d. Swimming, Tennis, Track, Wrestling, Theater: Head Coach or Director only for one to four (1-4) qualifying athletes or participants; Head Coach or Director plus one (1) assistant for five (5) or more qualifying athletes or participants.

   e. Club Advisors: Head Advisor only for team of one to four (1-4) qualifying individual participants; Head Advisor plus one (1) assistant for five (5) or more qualifying individual participants.

F. **Extended Services Contracts**

1. Special education teachers and school psychologists shall receive a stipend of 8.4% per year based on the rate at Step 1 Column 1. This stipend shall be pro-rated based on FTE, and on contract year. It will be paid in 12 equal payments if working a full year. Most work of special education teachers and school psychologists should be accomplished inside the contracted work week. This stipend is intended to compensate for additional responsibilities and time spent beyond the normal workday. If days are required beyond the normal work year, an additional Extended Services Contract will be utilized. 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 hourly rate for licensed staff (see section A 10 of this article).

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

H. National Board Certification

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

I. New Teacher Inservice

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

J. Extra Duty Schedule Changes

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

Article 2 Compensation: Fringe Benefits

A. Maximum District Contributions

2023 – 2024 Effective October 1 of the first year of the agreement, the District shall pay up to $1425 per teacher per month on a composite rate for eligible teachers for medical, dental (including orthodontia) and vision insurance

2024 – 2025 Effective October 1 of the second year of the agreement, the District shall continue to pay up to $1425 per teacher per month on a composite rate for eligible teachers for medical, dental (including orthodontia) and vision insurance

2025 – 2026 Effective October 1 of the third year of the agreement, the District shall continue to pay up to $1425 per teacher per month on a composite rate for eligible teachers for medical, dental (including orthodontia) and vision insurance

B. Selection of Carrier and Plan

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

C. Maintenance of Benefits

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

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

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

*Update Effective 7/1/25

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

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

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

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

F. The District is obligated to provide teachers access to a third-party insurance carrier that offers a selection of optional insurance benefits including, but not limited to, long-term disability and life insurance coverage.

G. Teachers hired after July 1, 1997, shall receive prorated benefits in relationship to actual hours or periods employed and if less than 1.0 FTE shall select insurance from the tiered rate.

H. If during the life of this agreement OEBB implements a change in employee coverage from composite rates to tiered rates, negotiations shall be reopened (outside Article 16) to address this issue exclusively.

Article 3 Compensation: Salary

A. Salary Schedule

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

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

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

B. Experience Credit

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

C. Pay Date

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

D. Payments

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

E. Travel Pay

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

F. Teacher as a Substitute

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

G. Salary Schedule Placement

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

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

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

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

H. PERS Pickup

In the event that during the life of this Agreement it becomes impossible for reasons of law, regulation, or decisions of the courts for the District to make contributions/payments

to PERS/OPSRP on behalf of employees at the current 6% "pickup" amount, then the District and the Association will reopen this article to negotiate changes to compensation (e.g., salary schedule). Any changes made must distribute the financial impact equitably to both parties. Should a change in the PERS contribution as described in this section occur, contract negotiations dealing solely with this section will be reopened under the rules of direct bargaining.

Article 4 Complaint Procedure

A. When an oral or written complaint regarding the performance of a teacher is made to an administrator, the substance of the complaint shall be discussed with the teacher within ten (10) working days. The building administrator or designee must attempt to resolve the complaint by:

1. Initially encouraging the complainant and teacher to meet to resolve the issue without building administrator or designee present.

2. Secondly following up with the teacher and complainant to determine if the issue was resolved.

3. Finally meeting with both parties as a mediator if the above actions did not resolve the issue.

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

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

B. Any complaint which the administration chooses not to discuss with the teacher or which is not discussed within the required time shall not be considered in the teacher's evaluation and not be placed in the teacher's personnel file or used against the teacher in any subsequent action by the District.

C. During the discussion of the complaint, the teacher will be presented with the complaint in writing signed by the building administrator or designee and the complainant. The written complaint shall include the name of the person(s) making the complaint and all other available information including the nature of the complaint, and the requested remedy, if any.

D. The teacher shall have the right to representation in all discussions with the building administrator or designee, pursuant to this article.

E. Comments criticizing a specific teacher made by a citizen at a School Board meeting shall be deferred to Executive session for further consideration. The teacher will be notified of this criticism within ten (10) working days by the building administrator or designee.

F. When a complaint involves an allegation of misconduct, the procedures in the Discipline

and Rights of Professional Teachers Article will be followed instead of the Complaint Procedure Article.

Article 5 Discipline and Rights of Professional Teachers

A. No teacher in the bargaining unit shall be disciplined (some examples of disciplinary actions covered include written reprimand, suspension with or without pay, or withholding of an increment) without just cause. Cause in this agreement means:

1. The teacher is given timely written notice of allegations against him/her.

2. There shall be an investigation of the allegations before any discipline is administered.

3. The teacher has reasonable and adequate awareness and access to the applicable policies and procedures related to the alleged conduct.

4. The teacher required to attend a meeting regarding a matter which could affect the continued employment of the teacher shall be given reasonable notice in advance of the meeting.

5. The teacher shall have the right to have representatives of their choice present at any meeting of an investigatory nature with the building administrator or the Board, which they reasonably believe may result in disciplinary action.

6. All information forming the basis of disciplinary action shall be made available to the teacher at the teacher's request.

7. The investigation shall provide objective evidence or proof before a teacher is disciplined.

8. The penalty shall be reasonably related to the seriousness of the offense.

B. All information forming the basis for disciplinary action shall be made available to the teacher and the Council at the teacher's request. Any violation of this provision may be used as a basis for a grievance; however, this article does not apply to the:

- dismissal of contract teachers (ORS 342.895), probationary teachers (ORS 342.835) or temporary teachers
- nonrenewal of probationary teachers (ORS 342.835), or temporary teachers
- non-extension of contracted teachers' contracts (ORS 342.895)

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

C. When a teacher is directed to appear before an administrator, or the Board or any portion thereof, for the purpose of informing the teacher of a disciplinary action (some examples of disciplinary actions covered include written reprimand, suspension with or without pay, or withholding of an increment) being taken against the teacher, the teacher shall be given reasons for the meeting in writing at least forty-eight (48) hours in advance of the

meeting. The teacher shall have the opportunity to be accompanied and represented by someone of their choosing. This article does not pertain to situations of flagrant misconduct where the building administrator believes immediate suspension is necessary.

D. When a teacher is requested to appear before an administrator, or the Board, or any portion thereof, for the purpose of giving testimony in an investigation which may lead to disciplinary action against another teacher, the teacher shall have the opportunity to be accompanied and represented by someone of their choosing. In such cases, the teacher's testimony and/or questioning will be limited to their knowledge or observations rather than opinions or speculation.

E. When an employee of the District is directed to give testimony before an administrator, or the Board, or any portion thereof, which could form the basis for disciplinary action against a teacher, the Council has the right to ask for narrative notes and/or audio/video recordings.

F. There shall be no public verbal criticism of a teacher by the administration.

G. When the District asserts, after an investigation, that a claim of suspected abuse or sexual conduct against a bargaining unit member is substantiated, the district will provide the member with written notice of that determination and the member shall have a right to an appeal process before a neutral third party pursuant to Oregon law. The unit member shall have ten (10) working days from the receipt of the written notice to submit a written notice of an appeal to the District. If the Association is representing the member, an extension of an additional ten (10) days (up to a total of twenty days) may be requested and the District will honor that request.

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

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

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

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

Article 6 Dues and Payroll Deductions

A. The District agrees to deduct the following from the salaries of bargaining unit members who have authorized the deduction in writing:

1. All dues, fees, and assessments for membership in the Council/DEA/OEA/NEA. Authorizations shall be pursuant to Oregon law. The District shall deduct an amount equal to one-twelfth (1/12) of the dues of the Council, including DEA/OEA/NEA dues, each month for twelve (12) consecutive months from the pay of each member of the bargaining unit, beginning with the paycheck for the month of October. Funds withheld shall be paid by the District to each respective organization

2. Withholdings approved but not provided by the district.

3. Payments to the banking institutions for electronic deposit of payroll checks.

B. The Council agrees to indemnify, defend and hold the District harmless against any and all claims, suits, orders, or judgments brought against the District as a result of the dues deduction provisions of this article. This hold harmless agreement shall (1) be effective provided the District give notice within thirty (30) days of any such claim, (2) tender to the Council defense of any claim, and (3) cooperate with the Council and its designated counsel in the defense of the claim.

Article 7 Evaluation

A. At the beginning of the school year all newly hired teachers shall be provided with copies of evaluation policies, the "Licensed Teacher Evaluation Guide," job description(s), and evaluation-related forms, and receive training in use of these materials. Additional copies for all other teachers will be made available upon request.

B. The Licensed Teacher Evaluation Guide, as well as job description, and performance standards will provide the basis for teachers establishing goals prior to their fall conference with their administrator. Evaluations shall be conducted only by administrative personnel following the guidelines outlined in the Licensed Teacher Evaluation Guide

Upon determining that a probationary teacher's performance could lead to nonrenewal, the administrator shall notify the teacher and Association leadership in writing, in a timely manner.

C. Formal observations are scheduled as per the Licensed Teacher Evaluation Guide (LTEG). The LTEG shall be annually published electronically. It will be reviewed as stated in the LTEG or earlier if needed. Unscheduled or unannounced observations are appropriate. Any observation used for summative evaluation must be documented by the administrator and shared with the teacher within two (2) working days. Teachers may request additional observations.

D. No material relative to evaluations shall be placed in a teacher's personnel file unless the teacher has had an opportunity to review the material and the opportunity to affix their signature or initials. Teachers shall have a right to submit a rebuttal to all written observation and evaluation reports that are to become a part of the personnel file.

E. Teachers will not be evaluated in any non-endorsed subject/area unless they were hired to teach in this area pending licensure through a License for Conditional Assignment (LCA).

F. If a teacher is determined by the District to need a written plan of assistance, it shall be given to the teacher and discussed. A plan of assistance will be used pursuant to ORS and Dallas School District adopted policy and/or administrative rule. Prior to a plan of assistance, the teacher will have been evaluated with three observations. Areas for improvement will be noted on the observations and discussed with the teacher. When a written plan of assistance is completed, the District shall notify the teacher in writing of satisfactory or unsatisfactory completion. Teachers shall have a right to have a representative present once they are notified they are being placed on a plan of assistance.

Article 8 Grievance Procedure

DEFINITIONS

A. Grievance

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

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

B. Grievant

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

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

1. The adjustment is consistent with the terms of this agreement; and,

2. The Council designee has been given an opportunity to be present at the adjustment meeting and has been given the opportunity to state its views at each level of this procedure.

C. Party in Interest

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

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

E. Building Administrator or Designee
The “Building Administrator or Designee” is the administrator who has direct responsibility over the assignment in which the grievant is engaged at the time the alleged violation occurred.

F. Persons Officially Involved
"Persons Officially Involved" mean the parties of interest, and their representative(s). Parties in interest may have up to two (2) representatives. Additional representatives are allowed by written mutual agreement.

G. Day(s)
The term "Day(s)" when used in this article, except when otherwise indicated, shall mean the regular working day of the District for licensed teaching staff. The term “Day(s)” during the summer shall mean regular working days on a full year calendar.

PURPOSE

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

GENERAL PROCEDURES

A. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by written mutual agreement.

B. All parties should attempt to complete the procedures by the end of the school year. The parties shall make good faith efforts to shorten the number of days provided at the various steps in order to finish by the end of the school year and avoid, if possible, carrying the process into the summer vacation period or the following school year.

C. All parties of interest have a right to representative(s) of their own choosing at each level of these grievance procedures.

D. There shall be no reprisal by the District or the Council exerted on any teacher or persons officially involved choosing to use these procedures for resolution of grievances.

E. Failure at any level of this procedure by the grievant to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level. Failure at any level of this procedure to communicate the decision in writing on a grievance within the specified time limits shall be deemed a denial of the grievance at that level and permit the grievant to proceed to the next level.

F. All documents, communications, and records of a grievance shall be filed in the school district office separately from the personnel files.

G. In the course of investigating any grievance, representatives of either party shall conform to building policies relating to visiting or contacting schools, teachers, or pupils. Every reasonable effort shall be made by all parties of interest to avoid interruption of classroom and/or any other school-sponsored activities. Also, every reasonable effort shall be made to avoid the involvement of students in the grievance procedure.

H. Each grievance shall have to be initiated within twenty (20) days after the occurrence of the cause for the complaint; however, if the grievant did not become aware of the occurrence until a later date, then they must initiate action within the twenty (20) days following their first knowledge of the cause. Any grievance not filed within this time line shall be deemed a voluntary waiver of rights by the grievant. This period may be tolled by mutual agreement while working collaboratively to resolve a grievable issue.

I. Each party shall pay any and all cost incurred by said party.

J. If the grievant chooses to pursue their claim on a single issue through the court system, the Employment Relations Board or other outside agency, the grievance procedure cannot be used and any decision rendered under this procedure will become null and void. Some parts of the grievance may remain appropriate under this article.

K. The filing or pendency of any grievance under the provisions of this article shall in no way impede, delay, or interfere with the right of the building administrator or designee or the Board to take action being challenged; subject, however, to the final decision of the grievance.

LEVELS OF GRIEVANCE

A. Level One

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

1. Be signed by the grievant(s);

2. Be specific;

3. Contain a synopsis of the facts giving rise to the alleged violation;

4. Cite the section or subsections of this agreement alleged to have been violated and/or the policy or administrative rule alleged to have been violated;

5. Contain the date of the alleged violation;

6. Specify the relief requested.

7. At all levels, time lines may be altered by written mutual agreement.

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

B. Level Two

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

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

C. Level Three

If the grievant is not satisfied with the written decision of the superintendent or

designee at Level Two or if no decision has been rendered within ten (10) days after the Level Two meeting, the grievant may file the grievance in writing as a Level Three grievance with the superintendent not later than seven (7) days after receipt of the Level Two decision, requesting a hearing with the Board. The Board shall provide for a Level Three hearing no later than fifteen (15) days following the superintendent's receipt of the Level Three grievance and shall provide written notice of the time and place of the Level Three hearing to the parties in interest no later than seven (7) days prior to the hearing.

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

D. Level Four

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

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

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

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

Article 9 Leave: Medical

A. Pursuant to ORS 332.507(2), every teacher shall accrue ten (10) working days medical leave each school year or one day per month employed, whichever is greater and, pursuant to ORS 332.507(4), leave not taken shall accumulate for an unlimited number of days. Medical leave is available for the employee's:

1. Health condition.
2. OFLA/FMLA/PLO defined family members with serious health conditions.
3. Child requiring home care.
4. Pregnancy (includes prenatal care, childbirth and recovery).
5. Care for a newborn child.
6. Placement/adoption of child or adult dependent.
7. Other use as defined by Oregon Sick Time Law.

B. Every teacher contracted for less than a full teaching year and/or full teaching day shall accrue medical leave in proportion to the relationship their basic work year and/or work day has to a ten (10) month teaching year and/or full teaching day.

C. Medical leave shall be credited to teachers on July 1 each year or upon the date of employment if later than July 1.

On each payroll each teacher shall be given a written accounting of their use of medical leave hours.

D. In the event a teacher requests medical leave benefits in excess of five (5) consecutive days, the district may require verification from the teacher's physician that their illness or injury prevents the teacher from working or medical treatment cannot be delayed until the next vacation period.

E. In all cases where medical leave is requested, the teacher shall verify on a standard form the absence from duty.

F. Pursuant to ORS 332.507(4), a teacher who transfers to the Dallas School District No. 2 shall be allowed to transfer an unlimited number of days of unused, accumulated medical leave from another Oregon district. Transfer of medical leave from another Oregon PERS employer shall not be effective until the teacher has completed thirty (30) working days in the Dallas School District No. 2.

G. For absence due to compensable injury as defined in ORS 656.005(8)(a) and incurred in the course of the teacher's employment, the District shall pay to such teacher the difference between the regular salary and benefits received by the teacher under the Oregon State Accident Insurance Fund. The difference shall be charged against the teacher's medical leave days on a prorated basis. The total salary shall not exceed the

regular monthly gross salary. The compensation may continue up to one (1) calendar year from the date of the accident.

H. The District will comply with the Federal and State laws relating to Family and Medical Leave (OFLA and FMLA).

I. Medical Leave Insurance Bank

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

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

2. Members of the bank may receive time from the bank only for their own personal illness after they have exhausted their own medical leave. Members of the bank may seek a donation of leave as described in section 8 for the member or the member's family.

3. When a teacher applies for time, they must furnish a written statement from two (2) different doctors certifying a life threatening or debilitating physical illness**,** condition, or injury preventing the teacher from performing the duties of their job and medical treatment cannot be delayed until the next vacation period or the following summer.

4. The block of time drawn in year one (1) or year two (2) following enrollment is twenty (20) days; in year three (3) or four (4), the block is forty (40) days; in years five (5) and after, the block is sixty (60) days. Any drawn block of days can only be used for medical care related to the life threatening or debilitating physical illness as noted in number 3 and can be used for the illness or condition across two (2) school years. Any unused days in a block drawn are forfeited at the end of the two-year period.

5. Administrative procedures shall be provided by the District.

6. The teacher's medical leave days contributed to the bank are irrevocable.

7. Upon request, the District shall furnish the Council with the number of days currently in the bank. The Council shall determine when the bank is depleted to the point that re-enrollment of all members is required.

8. In the event a teacher has exhausted all applicable personal medical leave and their allotted Medical Leave Insurance Bank hours, the Council can, with permission of the teacher or their family representative, request a voluntary donation of medical leave hours from its members. A maximum of two (2) days per teacher may be transferred per request. Teachers wishing to donate must carry a medical leave balance of at least 400 hours. Total donations received will be capped at ten (10) days per year. The Council will present to the business office a list of staff donating hours, the hours to be donated and the staff member receiving the donation.

Article 10 Leave: Paid

A. Definition of Terms

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

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

B. Use of Paid Leave

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

C. Critical Illness Leave

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

D. Bereavement Leave

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

E. Personal Leave

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

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

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

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

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

F. Professional Leave

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

G. Legal Leave

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

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

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

Article 11 Leave: Sabbatical

A. Purpose of Sabbatical Leave

Sabbatical leave may be granted for the following purposes:

1. Graduate study.

2. Independent research undertaken in consultation with the superintendent.

3. Writing of a doctoral thesis.

B. Eligibility

1. Staff members shall be eligible for sabbatical leave of one (1) school year after five (5) uninterrupted years of teaching service to the District. Teachers who return from sabbatical leave shall be re-eligible after an additional five (5) uninterrupted years of teaching service to the District.

2. The number of teachers on sabbatical leave at any one time shall not exceed three (3) percent of the full-time teaching staff.

C. Application

1. An application for sabbatical leave must be filed in the district office by December 1 of the calendar year prior to the intended commencement of the leave. First consideration shall be given to those plans which involve greatest self- improvement and greatest benefit to the school system. A secondary consideration shall be the seniority of the teachers applying for leaves. Sabbatical leaves shall be granted at the sole discretion of the District and its decision shall be final and binding on the parties.

2. Sabbatical leaves which have been previously granted may be revoked by the District if the financial resources are not available. In such cases it is understood that the teacher shall be returned to a position for which they are qualified.

D. Planning Leave Activities

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

E. Length of Leave

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

F. Remuneration

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

2. Staff members on sabbatical leave may hold other remunerative positions with the approval of the administration and the Board.

G. Returning From Leave

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

H. Other Conditions of Leave

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

Article 12 Leave: Unpaid

A. A teacher may be granted a leave of absence without pay for any justifiable reason including leave for religious holidays in order to maintain a tenet of faith. All unpaid leaves shall be granted at the sole discretion of the District except Oregon Family Leave Act (OFLA), the federal Family and Medical Leave Act (FMLA), Paid Leave Oregon (PLO) or other legally provided leaves.

B. Teachers shall be eligible for a leave of absence without pay after three (3) years of teaching service to the District. Under extenuating circumstances, the superintendent may waive the three (3) year requirement.

C. Requests for unpaid leaves of a duration greater than ninety (90) days must be filed in the District Office three (3) months before the leave begins. The superintendent may grant exceptions to this requirement. Requests for leave under part C of this article must be presented to the Board for approval.

D. Medical leave shall not be paid during any non FMLA/OFLA/PLO unpaid leave of absence.

E. No district remuneration shall be granted for a leave of absence under this article. A full year's leave of absence shall not for any reason count for a year's experience on the salary schedule, unless a teacher has been called to military service.

F. Salary deductions for unpaid leaves shall be made at the rate of 1/190 of a teacher's base salary per day of unpaid leave.

G. A teacher on unpaid leave shall:

1. Notify the district in writing by February 15 of their intent to return the following school year.

2. Retain all benefits accrued in the District prior to leave.

3. Continue to be listed in the Public Employees Retirement System.

H. All extensions or renewals of unpaid leaves greater than ninety (90) days not covered under the Family Leave Acts (OFLA and FMLA) shall be applied for by the grantee in writing and presented to the Board for approval.

I. Upon return from a full school year’s leave, a teacher shall be offered a position for which they are licensed. Granting this leave does not guarantee return to the same school or grade level. However, the returning teacher shall retain first right of refusal for the vacated

position if such position exists.

J. Teachers on unpaid leave may continue district insurance subject to the carrier's approval

so long as the teacher pays the monthly premium.

K. Teachers who choose to work in a charter school shall be granted an unpaid leave of absence as per ORS 338.135(3).

Article 13 Maintenance of Classroom Control and Discipline

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

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

B. A copy of the Dallas School District K-12 Code of Conduct shall be available on the web or in print if requested. The availability of the plan shall be described to each teacher at the start of the school year.

C. If a student's behavior represents a threat to any teacher, other adults, himself or herself, or other student's safety, the teacher may send the student to a predesignated area for a reset period. This reset period shall encompass the following practices:

- Builds relationships.
- Focuses initially on mediation and agreement.
- Utilizes a building or student specific reset plan that utilizes teacher, administrative and support staff input, or utilizes the student's Behavior Support Plan as developed by the IEP or building team.
- Parent notification.
- The return to the classroom following the building or student specific reset plan with a re-entry meeting as outlined in the Tier III reset plan.

D. In the exercise of authority to maintain order and discipline, a teacher's judgment in administering building and/or district discipline policy may be subject to review by the district and the Council.

E. If any teacher is assigned to teach or supervise a student with a record known by the District to include violent behavior, sexually aggressive youth (SAY), or mental disturbance, the District shall work to receive information from appropriate agencies and make all known information it possesses available to the teacher as soon as possible.

F. The teacher shall have the right to discuss with administration the number of students identified in "E" above placed in any one class/classroom.

G. The District shall report immediately to the police any known assault on a teacher or a realistic threat of physical harm by a student or parent/guardian.

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

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

Article 14 Miscellaneous Provisions

A. Alteration of Duties

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

B. Savings Clause

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

C. Compliance Between Individual and Master Agreement

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

Article 15 Negotiations Procedure

A. Not later than December 15 of the contract year in which this agreement expires, either the District or the Council may serve written notice of its intent to reopen negotiations for a successor agreement. The parties shall meet by February 1 and begin the negotiations procedure. Any agreement so negotiated shall be reduced to writing and signed by the District and the Council.

B. This agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

C. In the event this agreement has not been renewed, modified or extended by the date on which it would have otherwise terminated, status quo conditions shall continue in effect until either side gives the other ten (10) calendar days written notice terminating such agreement.

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

Article 16 Nondiscrimination

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

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

Article 17 Nonteaching Duties

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

B. Pupil Transportation

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

Article 18 Personal and Academic Freedom

A. The personal life of a teacher shall not be a concern of the District unless the off-duty conduct causes a failure of the teacher to perform the job responsibilities or if the off-duty conduct clearly affects the employment relationship. Teachers shall adhere to the Standards for Competent and Ethical Performance of Oregon Educators as specified in Oregon Administrative Rules.

B. The District shall not deny any teacher the right of free speech and the right of association as provided by the Constitution of the United States. Should there be an alleged violation of this section by an individual teacher, such teacher shall elect to pursue such a complaint by means of a grievance under the Grievance Procedure Article, or by means of some other legal forum outside of contract arbitration. If the contract grievance procedure is elected and a separate legal proceeding is then, or later, filed, all contract grievance procedure steps shall become inapplicable and any decision rendered at any and all steps (including arbitration) shall be deemed null and void and unenforceable.

C. Textbooks shall be recommended to the board by committees of involved teachers. Teachers serving on textbook committees may be provided with scheduled release time for this purpose.

D. Teachers shall have freedom to teach and use materials within the parameters of adopted board policy, adopted course outlines, scope and sequence documents, district program and curriculum guidelines, and state standards.

Article 19 Personnel Files

A. At the request of the teacher, the personnel file, including those personnel records which are used or have been used to determine the teacher's qualification for employment, termination, or other disciplinary action shall be made available for inspection at a central location as per Dallas School District policy. The teacher may be accompanied by a representative. The teacher shall have the right to attach a statement to any material placed in the personnel file. Teachers shall not have the right, however, to view confidential letters of reference received by the District prior to the teacher being hired.

B. There shall be only one official personnel file and such shall be maintained in a central location by the District. Supervisors of teachers may establish and maintain a separate file for a teacher for supplementary information purposes. These working files are not the official personnel file.

C. A teacher may request a review of their file with the superintendent to determine if questionable material should be removed from the file. Any material so removed or any reference to such material shall be destroyed. However, the decision to remove any material shall be at the discretion of the superintendent.

"All charges resulting in disciplinary action shall be considered a permanent part of a teacher's personnel file and shall not be removed for any reason. A teacher shall have the right to attach the teacher's response, or other relevant documents, to any document included under this subsection." ORS 342.850(7)

D. No evaluation, disciplinary action (i.e., warning, reprimand, or suspension), or parental comment(s) shall be placed in a teacher's personnel file unless it bears the signature of the teacher. The signature does not indicate agreement with the contents, it merely acknowledges having seen the information. Refusal to sign in no way alters the District's right to place material in the teacher's file. A copy shall be provided within five (5) working days of its preparation.

E. Material or evidence not previously recorded in the teachers' personnel file and/or not made available to the teacher shall not be used by the District when considering demotion, discipline, or other involuntary change in employment status.

F. Access to a teacher's personnel file shall be restricted in accordance with Board policy.

Article 20 Professional Development and Educational Improvement

Payment of Incurred Expenses

A. The District shall pay the full cost of tuition and laboratory fees incurred by an individual teacher in connection with any courses or other such sessions which a teacher has been requested, or required, in writing, to take by the administration or is expected to take as a result of an assignment or re-assignment.

B. In addition, the District shall allocate the following amounts during the life of this contract for teacher professional development:

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

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

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

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

C. All courses or conference registrations that are to be considered for reimbursement shall be submitted for approval on the proper form prior to enrollment in the course or attendance at the conference and must be approved by the building administrator or designee and the superintendent for reimbursement.

D. Teachers may request vouchers from the District pool to be used for tuition assistance (see Staff Handbook).

E. All requests for course reimbursements must be made no later than thirty (30) days after receipt of the evidence of successful course completion or by June 1st, which ever date is earliest.

F. If it is projected that at the end of the 4th quarter there will be additional funds, the remaining dollars will be evenly disbursed among any teachers who have submitted an additional request for reimbursement up to an additional three (3) hours of tuition as

defined in B. The additional request and the appropriate documentation of course completion must be submitted by June 1.

Article 21 Reduction in Force: 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 HB 2001 will be adhered to.

C. The District shall make every reasonable effort to:

1. Transfer teachers of courses scheduled for discontinuation to other teaching positions for which they are qualified. Teachers transferred under this section have the right to their same or similar position for a period of three years beginning with the first working date of their new assignment. Teachers wishing to return to their same or similar position must notify the District Office annually on or before February 15.

2. Combine teaching positions in a manner which allows teachers to remain qualified, so long as the combined positions meet the curriculum needs of the district and competence as defined in this article.

D. When a decision for layoff and/or recall must be determined by drawing lots, drawing will be conducted as follows:

1. One District administrator and one Dallas Education Association officer will be present at all drawings.

2. The affected employees may choose whether or not they would like to be present at the drawing. 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 right to recall for twenty-seven (27) months following the employee’s layoff date.

1. At the time of layoff, the District shall provide for laid off teachers to express in writing a desire to return to employment with the District. The District shall receive from the teacher and retain on record the teacher's address, phone number, and email address for recall notification. The teacher shall be responsible for notifying the District of any changes while on recall.

2. The District retains the right to determine positions for recall. The recall of laid off teachers shall be in reverse order of seniority, subject to licensure, regardless of date of layoff. If there is more than one (1) teacher on the recall list with the same seniority and licensure required for a position, the tie will be broken by drawing lots.

3. In a recall, the District shall notify the teacher desiring to return by certified mail, return receipt, sent to the teacher's last address on record. The teacher shall have ten (10) calendar days from the date of mailing to notify the District of intent to return. If the District is able to contact the teacher by phone or email, notification may take place through one or both of those processes.

    i. If the teacher accepts the position, the District shall provide fourteen (14) calendar days before the teacher must report for duty. The teacher and District may mutually agree on a shorter time period. Notwithstanding other provisions of this Article, teachers who accept employment with another school district shall be granted the amount of time necessary, but not to exceed sixty (60) calendar days, to be released from that employment before beginning the recall position.

ii. If a teacher refuses the recall position, the teacher shall retain their position on the recall list for the remainder of the twenty-seven (27) months.

4. If the teacher accepts a position of lesser FTE, the District shall offer additional FTE to this teacher as it becomes available prior to recalling another teacher.

5. No new teacher shall be hired until each teacher on the recall list deemed qualified by the District has had an opportunity to accept or refuse the position.

6. All benefits to which other teachers are entitled at the time the teacher is recalled shall be provided to the teacher upon the teacher's return to active employment. The recalled teacher's unused accumulated sick leave shall be restored and said teacher shall be placed on the proper step of the salary schedule for the teacher's current position according to the teacher's experience and education. A teacher shall not receive increment credit for the time spent on layoff nor shall such time count toward the fulfillment of time requirements for acquiring permanent status. However, a probationary teacher who is recalled shall have years taught for the district counted as if the employment had been continuous for purposes of obtaining contract teacher status. Teacher benefits do not accrue during the time of layoff.

7. Insurance benefits shall be governed by the Compensation: Fringe Benefits Article. Teachers covered by this Article shall have the option to continue insurance programs at their own expense, subject to the approval of the insurance carrier.

8. When practical, all teachers subject to recall will be given consideration for substitution. Such will not affect the employee's recall rights.

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, the teacher and the building administrator or designee will meet to determine an appropriate level of support for the change. This could include: assistance in the move of supplies, equipment, furniture and/or personal items, release time, inservice assistance, or extra compensation.

D. Schedules of teachers who are assigned to more than one (1) building shall be arranged to provide for educational program needs with a minimum amount of inter-school travel. Mileage between schools will be reimbursed and travel time will not be considered as part of teaching preparation time.

E. Teachers shall be notified of their tentative standard teacher day assignment(s) prior to the end of the school year. It is understood that changes may need to be made during the summer months. Teachers shall be notified as soon as possible when a change is necessary.

Article 24 Teacher Work Year

A. The School year calendar for licensed staff shall be officially adopted by the School Board.

1. There shall be a maximum of one hundred ninety (190) contract days.

2. Contractual days shall include four (4) paid holidays: Labor Day, Veterans' Day, Thanksgiving Day and Memorial Day.

3. Winter break shall be no less than fourteen (14) continuous calendar days.

4. A minimum of one and one-half (1½) days for planning and room preparation shall be scheduled during the back-to-school inservice week in not less than one-half (½) day blocks. The District may schedule more time at its discretion. District inservice days (not including back-to-school inservice week) will be collaboratively planned by district and the building administrator or designee as well as district and building-level leadership teams.

5. There shall be at least four (4) assessment days per year. These assessment days will not include any mandatory meetings called by district or building administrators, or district-level leadership teams.

6. District Planning day(s) are teacher-driven and to be used for team planning activities.

7. Statewide inservice day shall be a paid contract day for professional development.

8. There shall be a maximum of one hundred eighty (180) classroom student contact days including conference days.

B. The proposed calendar shall be referred to the Council and its members for review and recommendation prior to adoption by the Board.

Article 25 Teacher - Administrator Liaison

A. Building Liaison Committees

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

B. District Liaison Committee

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

C. Monthly Meetings

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

Article 26 Teaching Conditions

A. Teaching Materials, Equipment and Supplies

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

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

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

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

B. Pupil Progress Reports

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

C. School Closures

1. Teacher attendance shall not be required whenever student attendance is not required due to inclement weather or other similar unforeseen circumstances beyond the control of the Board. Teachers pay shall not be docked for days missed; provided, however, such days may be made up at the option of the Board to incorporate the total number of teaching days without additional compensation.

2. If the District closes schools because of its lack of operating funds, as determined

by the Board of Directors, no member of the bargaining unit shall be entitled to any salary and salary-based fringe benefits while the schools are closed. Insurance will continue to be paid according to Article 2, Compensation: Fringe Benefits.

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

D. Safety

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

E. Substitute Teachers

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

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

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

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

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Article 27 Teaching Hours and Teaching Load

A. Teacher Day

1. The standard day shall be eight (8) hours including the thirty (30) minutes duty-free lunch period. The starting and dismissal times, which may vary from school-to-school, shall be determined by the superintendent. The teachers' pupil contact day shall be defined as a range of six (6) hours and ten (10) minutes to seven (7) hours. Teachers shall be in the building a minimum of one-half (½) hour before school starts and remain in the building a minimum of one-half (½) hour after school is dismissed. The period before and after school is not duty free and is not scheduled at the sole discretion of building administration.

2. Teachers shall remain in their building as assigned until the end of the regular teacher day unless otherwise arranged. Teachers are encouraged to remain outside the regular work day for student conferences and consultations with parents when scheduled directly with the teacher. Teachers may leave at the close of the pupils' day on days preceding holidays, vacations and on Fridays. It is understood that the District shall continue to have the need to use a minimal number of staff for after school supervision. It is also understood when an inservice day lands on a Friday early dismissal does not apply. This section is intended to provide some relief for attending meetings as described in section 3 and 4.

3. Teachers shall attend building level, district level, and department level staff meetings when and as required by a building administrator or district administrator. Liaison committees may recommend the frequency and agenda for these meetings.

4. Teachers shall attend IEP and 504 meetings when and as required by a building administrator or district administrator. Liaison committees and building administration shall collaborate to discuss the frequency and timing for these meetings. An effort shall be made to schedule IEP and 504 meetings to meet the needs of the classroom and special education teachers.

5. Meetings cannot be scheduled during after school hours that are designated as prep time in the K-3 buildings.

6. Duties and responsibilities of teachers involving student supervision are explained at the beginning of each school year. A copy of the Student Handbook shall be available.

7. Teachers are not required to volunteer for building and/or district committee assignments. The standard work day will be adjusted at the building level by the building administrator or designee to offset the time for teachers who attend committee meetings outside of the standard contract day.

B. Preparation Time

1. Grades K-5 Preparation Time

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

2. Elementary Specialists

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

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

4. Secondary (Grades 6-12) Preparation Time

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

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

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

building administrator or designee.

6. Morrison Preparation Time

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

7. Special Programs Preparation Time

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

8. Half-time Education Teacher Preparation Time

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

9. The building liaison committees will annually discuss prep time discrepancies.

10. The teacher shall have the right to discuss prep time issues with their building administrator or designee and/or liaison committee.

C. Duty-Free Lunch

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

D. Class Loads

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

Article 28 Transfers and Openings

A. Openings

1. A vacancy is a licensed assignment created when a current staff member leaves or when the district creates a new licensed assignment. Licensed staff filling a temporary assignment may be moved to a same or similar probationary position by the district. An opening is an available position for which applications are taken inside and outside the District. Prior to the district filling a vacancy, a notice will be sent via email to the all licensed group soliciting interest in the vacancy. Staff will have 72 hours, excluding weekends and holidays, to respond. Interest in a vacancy does not guarantee an interview and/or placement. Notice of openings for bargaining unit positions which occur during the school year shall be posted in all school buildings. Openings will be sent to the All Licensed email group anytime they occur.

2. Teachers in the District, who are interested in filling an opening, shall follow the procedures in the posting. Those teachers, if available, shall be interviewed.

3. An e-mail will be sent to the *All Licensed* group stating an opening has been announced whenever teaching or specialist's positions are opened.

4. Language in this section is applicable during the school year at any time other than a change of assignment due to a semester schedule change.

B. Voluntary Transfers

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

2. Any teacher denied a requested transfer to a vacancy shall be notified by letter of why the transfer was not approved.

C. Administrative Transfer

1. The District reserves the right to make administrative transfers. If an administrative transfer is pending, the District shall meet privately with the affected teacher(s) and submit written rationale for the transfer within a reasonable period of time following the determination that the action is to occur.

2. If the teacher objects to the transfer, other alternatives shall be considered, and provided in writing, but the decision of the superintendent shall be final and binding.

3. When making transfers, the superintendent, whenever practical, shall take into consideration the seniority, training, experience, specific achievements, service to the District, wishes of the teacher, and the needs of the District.

4. Teachers transferred under this section have the right to their same or similar open position for a period of three years beginning with the first working date of their new assignment. Teachers wishing to return to their same or similar position must notify the District Office annually on or before February 15.

5. Language in this section is applicable anytime a staff member is relocated to another building.

Execution/Signatures

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

FOR THE COUNCIL

Dallas Representative(s) _____

Date

MVBC Representative _____

Date

FOR THE DISTRICT

Superintendent _____

Date

Board Chairperson _____

Date

DALLAS SCHOOL DISTRICT NO. 2
2023 - 2024

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

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

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

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

Insurance Cap will be $1,425 per month.

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

*Update Effective 7/1/25

Dallas School District
2023 - 2024
Extra Duty Schedule

$43,796
Range 1, Step 1

See Article 1 Compensation: Extra Duty for Details

Athletics and Activities

PERS Hours	%		Tier Pay Level	Ext. Season 8%
200	14.0%	**Group 1**	$6,131	$491
		HS Head Coach Team Sport	$6,570	$526
		Baseball	$7,008	$561
		Basketball Boys & Girls		
		Football		
		Soccer Boys & Girls		
		Softball		
		Volleyball		
		Wrestling[1]		
180	12.5%	**Group 2**	$5,475	$438
		HS Head Coach Individual Sport	$5,913	$473
		Cross Country	$6,350	$508
		Golf		
		Swimming		
		Tennis Boys & Girls		
		Track		
		HS Head Drama (Per Production)		
160	11.0%	**Group 3**	$4,818	$386
		HS Assistant Coach Team Sport	$5,255	$421
		Conditioning Coach	$5,693	$456
140	9.5%	**Group 4**	$4,161	$333
		HS Assistant Coach Individual Sport	$4,598	$368
		HS Drama Assistant (per production	$5,036	$403
		Costumer		
		Musical Choreographer		
		Drama Musical Director		
		Set Design		
		Theatre Manager		
		Cheerleading Coach (per season)		
		Dance Coach (per season)		
		HS Band Director[2]		
		HS Vocal Music Director[2]		
120	8.0%	**Group 5**	$3,503	NA
		MS Head Coach	$3,942	
		Basketball Boys & Girls	$4,380	
		Cross Country		
		Football		
		Soccer		
		Softball & Baseball		
		Track		
		Volleyball		
		Wrestling		
100	6.5%	**Group 6**	$2,849	NA
		MS Assistant Coach	$3,287	
		MS Head Drama (per production)	$3,726	
		Intramural Coach		
		HS Assistant Coach (per season)		

Educational Leadership

PERS Hours	%		Tier Pay Level	Ext. Season 3%
110	7.0%	**Group 7**	$3,066	$92
		HS Club Advisors	$3,503	$105
		Catering	$3,942	$119
		DECA		
		Equestrian		
		FFA: Leadership		
		FFA: Technical Skills		
		Hi-Q		
		HOSA		
		NHS		
		Robotics		
		Speech/Debate		
		Thespians		
		PLC Team / Department Leader		
		HS Activity Director		
		HS Band Director[2]		
		HS Vocal Music Director[2]		
95	6.0%	**Group 8**	$2,628	NA
		HS Club Assistant Advisor	$3,066	
		HS Newspaper	$3,503	
		HS Yearbook		
		HS FFA Technical Skills		
		HS FFA Leadership		
		MS Club Advisors		
		8th Grade DC Trip		
		Art		
		Conservation		
		Drama		
		MS Yearbook		
80	5.0%	**Group 9**	$2,190	NA
		TAG Coordinators	$2,628	
		Mentor Teacher	$3,066	
		MS Club Assistant Advisor		
		Elementary Music		

1 - Wrestling: See Article 1 for explanation
2 - HS Band and Vocal Music: See Article 1 for qualifications

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

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

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

Extended Contract Hourly Rate **$41.61**

*Update Effective 7/1/25

DALLAS SCHOOL DISTRICT NO. 2
2024 - 2025

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

Movement across the salary schedule is based on quarter hour college credit.
This schedule and increment movement, for those eligible, is effective September 1, 2024.
Payroll payments are made on the 25th of each month.
Insurance Cap will be $1,425 per month.
*Step 1 Range 1 will be used to calculate long term substitute rate of pay and extra duty Contracts. All new licensed teachers with no prior teaching experience will start at Step 2.

*Update Effective 7/1/25

*Update Effective 7/1/25

Dallas School District
2024 - 2025
Extra Duty Schedule

$45,548
Range 1, Step 1

See Article 1 Compensation: Extra Duty for Details

Athletics and Activities

PERS Hours	%		Tier Pay Level	Ext. Season 8%
200	14.0%	**Group 1**	$6,376	$510
		HS Head Coach Team Sport	$6,833	$547
		Baseball	$7,288	$583
		Basketball Boys & Girls		
		Football		
		Soccer Boys & Girls		
		Softball		
		Volleyball		
		Wrestling[1]		
180	12.5%	**Group 2**	$5,694	$455
		HS Head Coach Individual Sport	$6,149	$492
		Cross Country	$6,604	$528
		Golf		
		Swimming		
		Tennis Boys & Girls		
		Track		
		HS Head Drama (Per Production)		
160	11.0%	**Group 3**	$5,010	$401
		HS Assistant Coach Team Sport	$5,466	$438
		Conditioning Coach	$5,238	$474
140	9.5%	**Group 4**	$4,327	$346
		HS Assistant Coach Individual Sport	$4,782	$383
		HS Drama Assistant (per production	$5,238	$419
		Costumer		
		Musical Choreographer		
		Drama Musical Director		
		Set Design		
		Theatre Manager		
		Cheerleading Coach (per season)		
		Dance Coach (per season)		
		HS Band Director[2]		
		HS Vocal Music Director[2]		
120	8.0%	**Group 5**	$3,643	NA
		MS Head Coach	$4,100	
		Basketball Boys & Girls	$4,555	
		Cross Country		
		Football		
		Soccer		
		Softball & Baseball		
		Track		
		Volleyball		
		Wrestling		
100	6.5%	**Group 6**	$2,963	NA
		MS Assistant Coach	$3,419	
		MS Head Drama (per production)	$3,875	
		Intramural Coach		
		HS Assistant Coach (per season)		

Educational Leadership

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

1 - Wrestling: See Article 1 for explanation
2 - HS Band and Vocal Music: See Article 1 for qualifications

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

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

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

Extended Contract Hourly Rate **$43.27**

*Update Effective 7/1/25

DALLAS SCHOOL DISTRICT NO. 2
2025 - 2026

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

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

*Update Effective 7/1/25

*Update Effective 7/1/25

Dallas School District
2025 - 2026
Extra Duty Schedule

$46,914
Range 1, Step 1

See Article 1 Compensation: Extra Duty for Details

Athletics and Activities

PERS Hours	%		Tier Pay Level	Ext. Season 8%
200	14.0%	**Group 1**	$6,568	$526
		HS Head Coach Team Sport	$7,038	$563
		Baseball	$7,507	$601
		Basketball Boys & Girls		
		Football		
		Soccer Boys & Girls		
		Softball		
		Volleyball		
		Wrestling[1]		
180	12.5%	**Group 2**	$5,865	$469
		HS Head Coach Individual Sport	$6,334	$506
		Cross Country	$6,803	$544
		Golf		
		Swimming		
		Tennis Boys & Girls		
		Track		
		HS Head Drama (Per Production)		
160	11.0%	**Group 3**	$5,161	$413
		HS Assistant Coach Team Sport	$5,630	$451
		Conditioning Coach	$6,099	$488
140	9.5%	**Group 4**	$4,457	$357
		HS Assistant Coach Individual Sport	$4,926	$394
		HS Drama Assistant (per production	$5,395	$431
		Costumer		
		Musical Choreographer		
		Drama Musical Director		
		Set Design		
		Theatre Manager		
		Cheerleading Coach (per season)		
		Dance Coach (per season)		
		HS Band Director[2]		
		HS Vocal Music Director[2]		
120	8.0%	**Group 5**	$3,753	NA
		MS Head Coach	$4,223	
		Basketball Boys & Girls	$4,692	
		Cross Country		
		Football		
		Soccer		
		Softball & Baseball		
		Track		
		Volleyball		
		Wrestling		
100	6.5%	**Group 6**	$3,052	NA
		MS Assistant Coach	$3,522	
		MS Head Drama (per production)	$3,991	
		Intramural Coach		
		HS Assistant Coach (per season)		

Educational Leadership

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

1 - Wrestling: See Article 1 for explanation
2 - HS Band and Vocal Music: See Article 1 for qualifications

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

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

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

Extended Contract Hourly Rate **$44.57**

*Update Effective 7/1/25