

DALLAS SCHOOL DISTRICT
Dallas, Pennsylvania

AGREEMENT

BETWEEN

DALLAS SCHOOL DISTRICT

AND

DALLAS SCHOOL DISTRICT EDUCATION ASSOCIATION

September 1, 2010 - August 31, 2015

TABLE OF CONTENTS

ARTICLE

PAGE

I	RECOGNITION	1
II	TERM OF AGREEMENT	1
III	WAGES and SALARY PROVISIONS	1-2
IV	OTHER EMPLOYEE BENEFITS	3-11
	4.1 Reimbursement for Unused Sick Leave And Retirement	3
	4.2 Illness in the Immediate Family	3
	4.3 Permissive Absence for Emergencies and Other Personal Reasons	3-4
	4.4 Maternity / Paternity / Child-Rearing Leave	4-5
	4.5 Tax-Sheltered Annuity	5
	4.6 Hospitalization and Medical Plans	5
	4.7 Dental Care Program	5
	4.8 Life Insurance	6
	4.9 Activity Passes	6
	4.10 Payroll Deductions	6
	4.11 Released Time for Association Representatives	6
	4.12 Leaving the Building	7
	4.13 Use of Facilities	7
	4.14 Notification of Assignment	7
	4.15 Posting of Positions	7
	4.16 Preparation Periods	7
	4.17 Personal Day	8
	4.18 Reimbursement for Credits	8
	4.19 Sick Leave Bank	9
	4.20 Early Retirement Incentive	9-10
	4.21 Long-term Substitutes	11
	4.22 Extra-Curricular Activity Positions	11
V	HOURS of WORK and OTHER CONDITIONS OF EMPLOYMENT	11-12
	5.1 Teachers Work Day	11
	5.2 Work Year	12
VI	GRIEVANCE PROCEDURE	13-14

TABLE OF CONTENTS

ARTICLE

PAGE

VII	ASSOCIATION and BOARD LIAISON COMMITTEE	14-15
VIII	WAIVERS	15
IX	SEPARABILITY	16
X	EFFECTIVE DATE and SIGNATURES	16
	APPENDIX A – Salary Schedules	17-19
	APPENDIX B – Employee Benefit Medical Plan Revisions	20
	APPENDIX C – Extra-Curricular Activities Salary Schedules	21-24
	APPENDIX D (MOUs)	25

COLLECTIVE BARGAINING AGREEMENT

ARTICLE I

RECOGNITION

- 1.1** The Dallas School District Education Association, hereinafter called the "*bargaining agent*" or "*Association*" is hereby recognized by the Dallas School District, hereinafter called the "*District*", as the bargaining agent for full-time professional employees, including the part-time professional employees, head/teachers, guidance counselors, nurses, dental hygienists, and home and school visitors hereinafter called the "*bargaining unit*" and for the employees properly included in the bargaining unit under the conditions of Pennsylvania Law (Act 195/88) providing for collective bargaining for public employees.
- 1.2** Both parties aver that this agreement sets forth the terms and conditions to which each party agrees to be bound and that such agreement has been reached voluntarily without undue or unlawful coercion or force by either party.
- 1.3** Nothing contained herein shall be construed to deny or restrict any professional employee such rights as he or she may have under the Public Employees Relations Act, Act 195, or the Public School Code of 1949, as amended, or other applicable laws and regulations. The rights granted to professional employees hereunder shall be deemed to be in addition to those provided elsewhere.

ARTICLE II

TERM OF AGREEMENT

- 2.** The term of this agreement shall begin on September 1, 2010, and shall continue in full force and effect until August 31, 2015, or until such later date as the two parties may hereinafter agree is to be the extended ending date. Any such extended date shall be evidenced by an amendment of this agreement, to which amendment both parties shall signify their approval by affixing their signatures thereto.

ARTICLE III

WAGES and SALARY PROVISIONS

- 3.1** The Professional Compensation Salary Schedules for the school years 2010-2011, 2011-2012, 2012-2013 are set out on Appendix "A" attached hereto and made part hereof. During the 2012-2013 school years, the parties shall begin to negotiate employees' salaries (including Extra-Curricular Salaries) for the 2013-2014 and 2014-2015 school years. Said negotiations shall be in accordance with the provisions of the Public Employees Relations Act 195 and Act 99 of 1992. Further, if the parties have not, in good faith, reached an agreement regarding salaries for the 2013-2014 and the 2014-2015 school years by the start of 2013-2014 school year, employees shall continue to receive pay pursuant to the Salary Schedule for the 2012-2013 school year. The 2012-2013 Salary Schedule shall continue to apply until the parties, in good faith, have reached an agreement regarding salaries for the 2013-2014 and the 2014-2015 school years.

ARTICLE III

WAGES and SALARY PROVISIONS

- A. Incentive salary increases identified as "*Bachelor's +6, +12, +18, +24,*" and "*Master's +6, +12, +18, +24, +30 and +36*" on the attached salary schedules, are for graduate courses, or equivalent, relating to the area of teaching assignment or for graduate courses, or equivalent, whereby the District will benefit. All such courses must have prior approval by the Superintendent to qualify.

Incentive salary increments will be paid according to the salary schedule for those approved graduate courses, or equivalent, completed before the first day of each contract year. Incentive salary increment adjustments for the professional employee will be presented to the District for approval after the employee has submitted to the Superintendent's office the official transcripts for the pre-approved graduate course credits, and official letters of satisfactory course completion for pre-approved in-service or equivalent courses.

- B. Guidance Counselors will receive a salary based on the professional salary schedule found in Appendix "A" of this contract. All counselors may be required to work a maximum of four weeks during the summer for which they will be paid on a pro rata per diem basis. Under no circumstance will a counselor work more than four weeks during the summer months and his and/or her work day for this summer work will be the same as that required during the regular school term. All counselors will be available for conferences as requested by parents, students, or administration. The summer work schedule for the guidance counselor will be prepared by the Superintendent of the District.
- C. Department chairpersons will receive the amount specified in the salary schedule plus \$499.00 base, plus \$60.00 per teacher assigned to the department. Department chairpersons shall be counted as members of the department. Department chairpersons will be assigned seven preparation periods per week.
- D. Intramural and recreational duties performed by full-time professional employees of the District which extend beyond the regular school day and/or school term shall be compensated at the rate of \$10.00 per hour for the period of the contract.
- E. Professional employees have the option of having their salary distributed over 21 (twenty-one) or 26 (twenty-six) pay periods. Salaries for all professional employees will be computed and distributed according to the previous contract year's pay period schedule unless the professional employee completes the written request form authorizing a change to either 21 (twenty-one) or 26 (twenty-six) pay periods in the central office no later than August 1st preceding the contract year.

- 3.2** The salaries for part-time, homebound, summer school and other instructional duties shall be on a sliding scale as follows: 0-5 years of continuous service within the District, \$28.31 per hour; 6-10 years of continuous service within the District, \$33.99 per hour; and 11 plus years of continuous service within the District, \$39.75 per hour

ARTICLE IV

OTHER EMPLOYEE BENEFITS

4.1 Reimbursement for Unused Sick Leave and Retirement

Any professional employee of the District who retires while an employee of this District for years of service, in accordance with retirement policies of the Public School Code, Section 1122, and in the policies of the District, shall be paid an amount equal to twenty-three dollars (\$23.00) per day for each day of sick leave unused by such professional employee earned while a professional employee of the District, not to exceed a maximum of one hundred fifty (150) such days of unused sick leave. The compensation can be part of the last year's salary, upon the condition that such manner of payment of unused accumulated sick leave shall be approved by the highest court having jurisdiction thereover during the term of this agreement.

In the event of an employee's death while in the service of the District, the amount specified above will be paid to the employee's designated beneficiary as listed with the P.S.E.R.S. or his/her estate

4.2 Illness in the Immediate Family

Where sickness in the immediate family requires the employee's absence from work, employees may use sick leave for that purpose. Immediate family is defined as father, mother, brother, sister, son, daughter, husband, wife, parent-in-law, or near relative who resides in the same household, or any persons with whom the employee has made his home. The employer may require proof of such sickness.

4.3 Permissive Absence for Emergencies and Other Personal Reasons

The following procedures and regulations are established for the granting of Permissive Absences:

- A. Personnel requesting permissive absence should request it at least five (5) days prior to the requested day or time of requested absence, except in emergency cases where advance notice cannot be given. Administrators will have forms for requests with space for explaining the purpose of absence and their disposition of the request.
- B. Personnel making application should do so through their responsible administrator who will indicate his recommendations and forward the form to the Superintendent.
- C. Permissive absence should not be granted, except in extreme emergencies, on the day before or after a holiday vacation.

4.3 Permissive Absence for Emergencies and Other Personal Reasons

- D. It is understood that permissive absence will be granted only after one (1) of the two (2) personal days have been used and only for such emergencies or other situations that cannot be taken care of at times other than regularly scheduled school hours. The administrator shall have the right to assist in arranging such meetings or appointments for times other than regularly scheduled school hours whenever possible.
- E. The administrator shall, or may, recommend authorization of permissive absence in accordance with the following guidelines:

Permissive absence may be granted at the discretion of the Superintendent for reasonable additional time after the funeral of a member of the immediate family; visiting critically ill or injured close relatives living away from the immediate area; house settlements on the primary residence of the employee; court involvements with subpoenas; severe or unusual catastrophic property damage; religious holidays; graduation ceremonies of a son or daughter from high school or college when travel time is necessary for attendance; birth of a child; or particular functions which the Superintendent deems reasonably beneficial to the District, such as professional meetings and conferences, being guest speaker at other schools or before civic groups and educational visits to business or industry. When considering requests for permissive absence for personal problems and other emergencies that cannot be conducted outside regularly scheduled school hours, the Superintendent will consider the person's professional ability and attitude toward cooperation with the aims and policies of the District.

- F. Permissive absence will only be allowed for a predetermined period of time to fulfill the intent of the request. This period of time may be for a portion of a work day; in this instance, the administrator may require temporary reassignment of other teacher or teachers to insure the continued operation of the class or classes involved.

4.4 Maternity/Paternity/Child Rearing Leave

When evidence of pregnancy is determined, the District shall be so notified through the appropriate administrative personnel.

A leave of absence shall be granted when the pregnant teacher and her personal physician feel the leave to be appropriate. Notification of commencement of leave shall be given at least two weeks before the effective date of absence.

At termination of pregnancy and when the teacher and her personal physician feel she is capable of returning, she will notify the District thirty (30) calendar days in advance.

4.4 Maternity/Paternity/Child Rearing Leave

The teacher who is on leave will be permitted to use his or her unused sick leave prior to, or as part of, her leave.

Leave under this provision will not extend beyond two years.

A similar leave will be allowed for paternity leave as well as a child rearing leave without compensation for the adoption of a child. Any benefits provided to females will be provided to male employees on a paternity or child rearing leave.

4.5 Tax Sheltered Annuity

This plan is available to all full-time employees of the District by means of payroll deduction. Before a payroll deduction is established for a new annuity program, at least ten employees must request deduction for the annuity. Payroll deduction plans must be initiated between September 1 and October 15, and January 1 and January 30.

4.6 Hospitalization and Medical Plans

- A. The District will purchase coverage in the Blue Cross, Blue Shield plans (or equivalent hospitalization and medical plans) for the employee. If the employee selects coverage for their spouse, dependent children and/or dependent students up to age 23, the District will purchase the said coverage.
- B. The coverage shall include the Blue Cross Major Medical Plan and diagnostic out-patient coverage (or equivalent plans) to include 365 comprehensive and emergency medical. Such coverage but for the health care plan revisions detailed in paragraph 4.6 C and on Appendix "B" attached hereto shall consist of the same coverage as provided in the predecessor contract. New employees must initiate such coverage within ninety (90) days of employment. Present employees, under this contract, may select dependent coverage during the dates of reopening set by the Blue Cross Organization. In any event, the employee must initiate coverage and/or changes of coverage through the business office before any protection will become effective.

4.7 Dental Care Program

The District shall purchase for the employee and his or her family the following Blue Shield Dental Coverages: Basic and Supplemental Basic A (or equivalent coverages), for the length of the contract period.

4.8 Life Insurance

A forty three thousand dollar (\$43,000.00) group term life insurance accidental death and dismemberment policy shall be provided by the District for all professional employees who are insurable under ordinary and usual group term life insurance plans during the term of the contract.

All professional employees shall be provided the option to purchase additional life insurance coverage up to the maximum amount allowed by the life insurance company. The insurance coverage must be purchased for the total amount or in lots of five thousand dollars (\$5,000.00) up to the maximum amount of coverage. Options to purchase additional coverage must be initiated by August 1st of each contract year.

If possible, the District will provide an optional conversion from term life insurance to whole life insurance, providing an insurance carrier proposed a program which meets the requirements previously outlined by the Association and the District.

4.9 Activity Passes

Activity passes shall be issued to all professional employees – passes are not to be transferable.

4.10 Payroll Deductions

The District shall make payroll deductions for professional organization dues and transmit monies, monthly, to the treasurer and/or officer designated by the Dallas School District Education Association; the Dallas School District Education Association will be responsible for remittal to appropriate professional associations. Deductions will be made in as nearly equal installments as practical. The Dallas School District Education Association will be responsible for preparing, distributing to interested professional personnel, and returning to the school district business office no later than September 15, "*Payroll Deduction Authorization Cards*" signed by the professional employee for deductions to be made during each contract year. The Dallas School District Education Association shall indemnify, save harmless, and defend the District from all claims or claims of whatever nature asserted by any party with respect to the implementation of the terms to Article IV, Section 4.10.

4.11 Released Time for Association Representatives

Whenever any representative of the Association or any professional employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he or she shall suffer no loss in pay and shall be provided with released time from his or her regular duties.

4.12 Leaving the Building

Each employee will be granted a thirty (30) minute duty-free lunch period. Building principals shall establish procedures to permit employees to leave the building during their duty-free lunch period and shall provide a register for those employees to sign out and sign in.

4.13 Use of Facilities

Reasonable use of facilities and equipment of the District will be granted to the Association for conduct of its business.

4.14 Notification of Assignment

All teachers shall be given written notice of their assignment by August 1st of each year. However, in the event of an emergency requiring changes in teaching assignments, such teachers affected shall be notified promptly.

Should any professional employee be notified of a change of teaching assignment after August 1st in any year, except when it is agreed upon by and between the Association and the District that an emergency prevails, the affected professional employee shall be paid an equivalent of three (3) teaching days' salary as computed by reference to the salary schedule set forth in the existing Collective Bargaining Agreement between the parties.

4.15 Posting of Positions

Announcements of all vacant professional positions and co-curricular positions shall be posted in each building office, or other conspicuous place, within a reasonable period of time for employees to apply for the position. If notice is required during the summer months, it shall be mailed to each professional employee. The notice shall include a brief description of the duties of the position and the required certifications or qualifications. The best qualified candidate(s) shall be selected for vacant positions. Qualifications of merit as well as professional qualifications shall be determined at the sole discretion of the Superintendent.

4.16 Preparation Periods

All members of the bargaining unit will receive a minimum of one (1) self-directed unencumbered preparation period per day. Each preparation period shall not be less than the length of one (1) teaching periods in consecutive minutes daily.

Should an emergency arise whereby it becomes necessary for a member of the bargaining unit to teach a class during his/her scheduled preparation period, there will be no additional remuneration for that period. An emergency is defined as a sudden and unanticipated event(s) which requires immediate action.

4.17 Personal Day

Each member of the bargaining unit shall be entitled to two (2) personal leave days per year. Notice must be given to the member’s principal or immediate supervisor at least one (1) full day before taking such personal leave. Said notice shall not state the reason(s) for taking such leave other than it is being taken under this section.

Personal leave cannot be taken the day before or the day after vacation or holiday, or the first or last day of school. All unused personal days at the end of each year can be accumulated from year to year to a maximum of five (5). By June 30, of each year, if an employee decides to convert accumulated personal days to sick days, the employee must notify the District, in writing, of such election by June 30 of the appropriate year. An employee can make one such election each school year.

Personal leave days shall be limited to 10% of the faculty of each building per day rounded up to the nearest whole number, e.g. 1.2 = 2, 5.7 = 6, etc.

Personal leave days will be granted based on the date and time of application to immediate supervisor.

4.18 Reimbursement for Credits

Tuition reimbursement will be limited to nine (9) credits per year per employee and will be reimbursed according to the following percentages:

Undergraduate Credit
70% per credit

Graduate Credit
70% per credit

Reimbursement for in-service credits shall not exceed the actual cost for the credits taken.

Approval will be given generally for any graduate course relating to the area of teaching assignment and/or related thereto, and/or college and in-service courses approved by the Pennsylvania Department of Education, whereby the District will benefit.

In the event the employee terminates his/her employment, the District shall be entitled to re-payment as follows:

<u>Period of time from course completion to termination</u>	<u>Amount of re-payment</u>
Less than one (1) year	100%
Greater than or equal to one (1) year but less than two (2) years	66%
Greater than or equal to two (2) years but less than three (3) years	33%
Greater than or equal to three (3) years	0%

4.19 Sick Leave Bank

- A. The Association and the District shall establish a sick leave bank to which employees may contribute days of personal sick leave and shall establish guidelines for its operation.
- B. Such sick leave bank shall be administered by a review committee consisting of two members appointed by the Association and one member appointed by the District.
- C. Request for withdrawal shall be made to said committee which may grant or refuse the same based upon the established guidelines.
- D. Nothing herein contained shall be construed to modify the discretionary powers of the District to grant additional sick leave.

4.20 Early Retirement Incentive

- A. Any full-time professional employee who has at least twenty five (25) years of service and who is eligible for early or normal retirement under the Public School Employees Retirement System (PSERS), and who has completed ten (10) years of full-time employment in the District shall be eligible for the following retirement incentive program.
- B. Upon retirement, eligible professional employees shall receive an incentive payment based on the employee's years of service at the time of retirement and calculated as a percentage of their last year's salary, not including any incentives or salary for co-curricular positions, according to the tables below. Payment will be made over two (2) fiscal years or two (2) calendar years.
- C. Any eligible professional employee who retires shall receive an incentive payment according to the table immediately below.

Years of Service (at retirement)	Incentive (% last full year's salary)
25	70%
26	69%
27	68%
28	67%
29	66%
30	65%
31	62%
32	59%
33	56%
34	53%
35	50%

4.20 Early Retirement Incentive

- D. Retiring employees will normally receive their first incentive payments during the first week of September after the retirement is effective; however, at the retiree's request, the retirement may be deferred until the following January. If the retiring employee should die between July 1st in the year of retirement and the time of incentive payment, the incentive payment shall be paid to the employee's designated PSERS beneficiary.

- E. The retiring employee shall continue to receive health benefits provided by Article IV, section 4.6 of this Agreement for the individual employee only until the employee becomes eligible for Medicare provided the insurance carrier permits retired employees to be included in the group policy. Subject to the policy of the insurance carrier, the retired employee may purchase similar health insurance coverage for members of his family.

If coverage comparable to said insurance program is made available without cost by the employer of the retired employee's spouse, or by another employer of the retired employee, the District shall be relieved from providing said coverage to the retired employee as long as that coverage is available.

- F. Employees wishing to take advantage of the Early Retirement Incentive program must notify the Superintendent in writing of their irrevocable intention by April 1st of the school year preceding the school year in which they plan to retire. The District may limit the number of employees receiving the Early Retirement Incentive in any one year, based on budget constraints; in which case, applicants with the greatest amount of seniority within the district will be granted the retirement incentive.

- G. Employees who have retired may apply for part-time substitute teaching positions.

4.21 Long-Term Substitutes

DEFINITION: A long-term substitute is defined to mean any individual who has been employed by the District for at least sixty (60) consecutive days to perform the duties of a bargaining unit member during such period of time as the bargaining unit member is absent on sabbatical leave, or for any other legal cause authorized and approved by the District, to perform the duties of a bargaining unit member(s) who is absent for a combined sixty (60) or more consecutive days in one (1) school year.

- A. **SALARY** – Such persons shall be paid a salary based on Step 2 and the appropriate column of the salary schedule pro-rated if such persons work less than a full year.

Such persons shall only move to the next step on the salary schedule upon completion of ninety (90) consecutive work days or more in a previous school year.

A person who is subsequently hired to a contracted teaching position shall be credited with up to four (4) years of substitute service for placement on the salary schedule.

- B. Such persons are entitled to ten (10) days of sick leave on an annual basis pro-rated according to the length of year such person works.
- C. Long-term substitutes shall not receive personal days or tuition reimbursement. However, they are entitled to the following benefits enumerated under Article IV sections 4.6, 4.7 and 4.8 in this Collective Bargaining Agreement pro-rated according to the length of year such person worked.

4.22 Extra Curricular Activity Positions

Compensation for appointed coaches and student activity positions are attached hereto and incorporated herein as Appendix "C". The Personnel Committee of the District will meet with the Negotiating Committee of the Association to discuss position changes and compensation adjustments.

ARTICLE V

HOURS of WORK and OTHER CONDITIONS OF EMPLOYMENT

5.1 Teachers Work Day

Each secondary professional employee shall be at his assigned building for a total of seven (7) hours and twenty-five (25) minutes and each elementary and kindergarten professional employee shall be at his assigned building for a total of seven (7) hours. Exceptions to this are days when students are dismissed early due to an emergency, when the faculty day shall end five minutes after the student day ends.

Daily Schedule for Teachers and Students

<u>School</u>	<u>Teachers</u>	<u>Students</u>
<u>Secondary</u>		
Dallas Middle School	7:45 A.M. to 3:10 P.M.	8:00 A.M to 2:49 P.M.
Dallas Senior H.S.	7:50 A.M. to 3:15 P.M.	8:00 A.M to 2:58 P.M.
<u>Elementary (including Kindergarten)</u>		
Dallas Elementary	8:50 A.M. to 3:50 P.M.	9:05 A.M. to 3:35 P.M.*
Wycallis Elementary	8:55 A.M. to 3:55 P.M.	9:05 A.M. to 3:35 P.M.*

*Except Kindergarten

5.2 Work Year

The total number of work days for teachers will be 185 days in each contract year. 180 days will be devoted to student instruction and three (3) days to in-service programs. The other two (2) days will be used for Parent Conferences at all levels. The Parent Conference days will be scheduled in the fall and spring of each semester. The time frame for scheduling conferences will be five (5) hours. It must be noted that parent availability, within reason, is the key to scheduling Parent Conferences.

When scheduling the Parent/Teacher Conferences, the teacher will be provided the flexibility to adjust the schedules (beginning and ending times) to accommodate the needs of the parties involved. It is expressly understood that such meetings will not go beyond 9:00 P.M.

During the school year, at least one (1) Act 80 day will be set aside for Department Meetings. The Department chairpersons will be consulted in the scheduling of such meeting(s).

5.3 Professional employees shall participate in those activities supportive to the regular instructional program including faculty meetings, curriculum committees, in-service programs and parent-pupil conferences.

5.4

- A. It is agreed by and between the parties hereto that a professional improvement committee shall be established and charged with responsibility of discussion of non-economic issues.
- B. Establishment of the committee shall not constitute an admission by the Association that the matters discussed are non-negotiable under the terms of the Public Employee Relations Act.
- C. Establishment of the committee shall not constitute an admission by the District that the matters discussed are the subject of mandatory bargaining under the terms of the Public Employee Relations Act.

ARTICLE VI

GRIEVANCE PROCEDURE

6.1 Prior Step I

A claim by a temporary professional employee or professional employee or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or any rule, order, or regulation of the District may be processed as a grievance as hereinafter provided.

Step I

If as a result of the informal discussion with the building principal, the grievance still exists, the employee may invoke the formal grievance procedure on the form provided by the District, signed by the grievant and a representative of the Association, which form shall be available from the Association representative in each building. A copy of the grievance form shall be delivered to the principal within twenty (20) school days after its occurrence or when the grievant reasonably should have known of its occurrence. If the grievance involves more than one school building, it may be filed with the Superintendent or a representative designated by him or her.

Step II

If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within three school days of such meeting (or six school days from the date of filing, whichever shall be later) the grievance shall be transmitted to the Superintendent. Within five school days, the Superintendent or his or her designee shall meet with the affected parties and a representative of the Association on the grievance and shall indicate the disposition of the grievance in writing within three school days of such meeting, and shall furnish a copy thereof to the Association.

Step III

If the Association is not satisfied with the disposition of the grievance by the Superintendent or his or her designee, or if no disposition has been made within three school days (or six school days from the date of filing, whichever shall be later) the grievance shall be transmitted to the District by filing a written copy thereof with the District School Board Secretary or other designee. The District School Board, no later than its next regular meeting or two calendar weeks, whichever shall be later may hold a hearing on the grievance, review such grievance in committee meeting, or give such other consideration as it shall deem appropriate. Disposition of the grievance in writing by the District shall be made no later than seven days thereafter. A copy of such disposition shall be furnished to the Association.

Step IV

If the Association is not satisfied with the disposition of the grievance by the District, or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator, he or she shall be selected according to the provisions of Section 903, Subsection 1 of the Employees Relations Act 195 (the "Act").

If the grievance fails to meet the criteria of Section 903 of this Act, the decision of the Board of Education in Step IV shall be final.

The fees and expenses of the arbitrator shall be shared equally by the parties.

If any temporary professional employee or professional employee for whom a grievance is sustained shall be found to have been unjustly discharged, he or she shall be reinstated with full reimbursement of all professional compensation lost. If he or she shall be found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to him or her.

The time limits provided in this article shall be strictly observed, but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year, and strict adherence to the time limits may result in hardship to any party, the District shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

If any individual professional employee, during the unassigned time, has a personal complaint which he or she desires to discuss with a supervisor, he or she is free to do so without recourse to the grievance procedure. However, no grievance shall be adjusted without prior notification to the Association and opportunity for an Association representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement.

The Association and the employer recommend this informal procedure be used wherever practicable and mutually agree that it is not intended to circumvent the grievance procedure outlined above.

ARTICLE VII

ASSOCIATION and BOARD LIAISON COMMITTEE

7.1 On or before May of each school year a committee consisting of three (3) Association officers, one (1) elected faculty representative from each school building, five (5) administrative personnel and at least three (3) District School Board members shall meet to set dates for the following school year Liaison Committee meetings which will then be placed on that school year calendar and take place under the following terms and conditions:

A. Conferences shall be held at intervals of eight (8) weeks.

ARTICLE VII

ASSOCIATION and BOARD LIAISON COMMITTEE

- B. Conferences shall be held at the Dallas High School and shall begin at 7:30 P.M. or as mutually agreed.
- C. Representation on this Committee shall be as defined in Section 7.1 of this Article and any other participants agreed upon by this Committee.
- D. At least one week prior to each meeting, items desired to be on the agenda shall be exchanged between the Superintendent and the Association. Any items not on the agenda will not be eligible for discussion at said meeting unless an emergency exists which will have an impact on the entire District or an entire school building within the District and which immediate action and attention of the Association and Board Liaison Committee is required.
- E. Items discussed may be:
 - 1. Provisions covered by the Collective Bargaining Agreement.
 - 2. Provisions not covered by the Collective Bargaining Agreement.
- F. Items discussed by this Committee shall not constitute an admission by the Association that the matters are non-negotiable under the terms of the Public Employee Relations Act and items discussed by the Committee shall not constitute an admission by the Board that the matters are subject to mandatory bargaining under the terms of the Public Employee Relations Act.
- G. Reports of meetings held pursuant to this Article shall be prepared and distributed to all professional personnel, administration and board members no later than two (2) weeks following receipt by the Superintendent of the Association's proposed report.

ARTICLE VIII

WAIVERS

The parties agree that the contract is binding for the stated term and that the items agreed upon herein may not be reopened during the period of this contract. However, notwithstanding the aforementioned, the parties do agree to negotiate salaries for the 2013-2014 and the 2014-2015 school years as provided in Section 3.1. Also, notwithstanding the aforementioned, the parties will also pursue negotiations for a successor Collective Bargaining Agreement in accordance with the provisions of the Public Employees Relations Act 195 and Act 88 of 1992.

ARTICLE IX

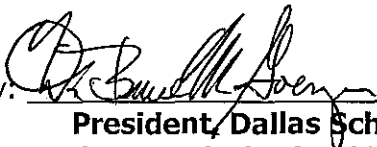
SEPARABILITY


If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

ARTICLE X

EFFECTIVE DATE AND SIGNATURES

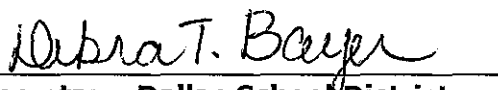
This agreement is made and entered into this 11th day of April, 2011, by and between the Dallas School District and the Dallas School District Education Association.

By: 
President, Dallas School
District Board of School Directors

By: 
President, Dallas School
District Education Association

Attest:

By: 
Secretary, Dallas School District

By: 
Secretary, Dallas School District
Education Association

APPENDIX "A"

2010-2011 SALARY SCHEDULE

To Top	Steps	Bachelors	B+6	B+12	B+18	B+24	Masters	M+6	M+12	M+18	M+24	M+30	M+36
15	1	34,501	35,045	35,583	36,128	36,667	38,665	39,830	40,996	42,160	43,329	44,494	45,659
14	2	35,000	35,542	36,084	36,625	37,165	39,164	40,331	41,100	42,663	43,829	44,993	46,000
13	3	35,295	35,819	36,347	36,765	37,396	39,388	40,469	41,172	42,735	43,864	44,996	46,128
12	4	39,074	39,220	39,365	39,511	39,655	41,667	42,842	43,799	45,189	46,360	47,532	48,707
11	5	39,364	39,510	39,655	39,799	39,946	41,958	43,133	44,307	45,478	46,652	47,825	48,996
10	6	39,672	39,818	39,962	40,108	40,254	42,265	43,439	44,613	45,785	46,957	48,132	49,301
9	7	40,592	40,736	40,881	41,028	41,171	43,182	44,357	45,534	46,704	47,879	49,050	50,222
8	8	40,898	41,044	41,187	41,336	41,478	43,492	44,666	45,840	47,012	48,186	49,357	50,528
7	9	42,124	42,269	42,413	42,560	42,704	44,886	46,058	47,227	48,402	49,573	50,747	51,923
6	10	44,419	44,566	44,709	44,854	45,001	47,179	48,353	49,524	50,698	51,869	53,043	54,215
5	11	46,716	46,861	47,008	47,153	47,296	49,808	50,981	52,155	53,354	54,503	55,675	56,847
4	12	50,268	50,414	50,559	50,704	50,849	53,364	54,533	55,710	56,883	58,055	59,229	60,399
3	13	54,586	54,731	54,879	55,022	55,166	57,588	58,713	59,842	60,975	62,103	63,236	64,402
2	14	58,995	59,142	59,287	59,431	59,574	61,906	62,993	64,083	65,168	66,253	67,344	68,429
1	15	60,588	61,654	61,798	61,944	62,089	65,161	66,354	67,548	68,745	69,942	71,139	72,334
Top	16	65,071	65,215	65,361	65,506	65,649	69,451	70,746	72,047	73,348	74,648	75,950	77,250

APPENDIX "A"

2011-2012 SALARY SCHEDULE

To Top	Steps	Bachelors	B+6	B+12	B+18	B+24	Masters	M+6	M+12	M+18	M+24	M+30	M+36
15	1	34,501	35,045	35,583	36,128	36,667	38,665	39,830	40,996	42,160	43,329	44,494	45,659
14	2	35,000	35,542	36,084	36,625	37,165	39,164	40,331	41,100	42,663	43,829	44,993	46,000
13	3	35,295	35,819	36,347	36,765	37,396	39,388	40,469	41,172	42,735	43,864	44,996	46,128
12	4	39,074	39,220	39,365	39,511	39,655	41,667	42,842	43,799	45,189	46,360	47,532	48,707
11	5	39,364	39,510	39,655	39,799	39,946	41,958	43,133	44,307	45,478	46,652	47,825	48,996
10	6	39,672	39,818	39,962	40,108	40,254	42,265	43,439	44,613	45,785	46,957	48,132	49,301
9	7	40,592	40,736	40,881	41,028	41,171	43,182	44,357	45,534	46,704	47,879	49,050	50,222
8	8	40,898	41,044	41,187	41,336	41,478	43,492	44,666	45,840	47,012	48,186	49,357	50,528
7	9	42,124	42,269	42,413	42,560	42,704	44,886	46,058	47,227	48,402	49,573	50,747	51,923
6	10	44,419	44,566	44,709	44,854	45,001	47,179	48,353	49,524	50,698	51,869	53,043	54,215
5	11	46,716	46,861	47,008	47,153	47,296	49,808	50,981	52,155	53,354	54,503	55,675	56,847
4	12	50,268	50,414	50,559	50,704	50,849	53,364	54,533	55,710	56,883	58,055	59,229	60,399
3	13	54,586	54,731	54,879	55,022	55,166	57,588	58,713	59,842	60,975	62,103	63,236	64,402
2	14	58,995	59,142	59,287	59,431	59,574	61,906	62,993	64,083	65,168	66,253	67,344	68,429
1	15	60,588	61,654	61,798	61,944	62,089	65,161	66,354	67,548	68,745	69,942	71,139	72,334
Top	16	65,854	65,998	66,144	66,289	66,432	70,234	71,529	72,830	74,131	75,431	76,733	78,033

APPENDIX "A"

2012-2013 SALARY SCHEDULE

To Top	Steps	Bachelors	B+6	B+12	B+18	B+24	Masters	M+6	M+12	M+18	M+24	M+30	M+36
15	1	34,501	35,045	35,583	36,128	36,667	38,665	39,830	40,996	42,160	43,329	44,494	45,659
14	2	35,000	35,542	36,084	36,625	37,165	39,164	40,331	41,100	42,663	43,829	44,993	46,000
13	3	35,295	35,819	36,347	36,765	37,396	39,388	40,469	41,172	42,735	43,864	44,996	46,128
12	4	39,074	39,220	39,365	39,511	39,655	41,667	42,842	43,799	45,189	46,360	47,532	48,707
11	5	39,364	39,510	39,655	39,799	39,946	41,958	43,133	44,307	45,478	46,652	47,825	48,996
10	6	39,672	39,818	39,962	40,108	40,254	42,265	43,439	44,613	45,785	46,957	48,132	49,301
9	7	40,592	40,736	40,881	41,028	41,171	43,182	44,357	45,534	46,704	47,879	49,050	50,222
8	8	40,898	41,044	41,187	41,336	41,478	43,492	44,666	45,840	47,012	48,186	49,357	50,528
7	9	42,124	42,269	42,413	42,560	42,704	44,886	46,058	47,227	48,402	49,573	50,747	51,923
6	10	44,419	44,566	44,709	44,854	45,001	47,179	48,353	49,524	50,698	51,869	53,043	54,215
5	11	46,716	46,861	47,008	47,153	47,296	49,808	50,981	52,155	53,354	54,503	55,675	56,847
4	12	50,268	50,414	50,559	50,704	50,849	53,364	54,533	55,710	56,883	58,055	59,229	60,399
3	13	54,586	54,731	54,879	55,022	55,166	57,588	58,713	59,842	60,975	62,103	63,236	64,402
2	14	58,995	59,142	59,287	59,431	59,574	61,906	62,993	64,083	65,168	66,253	67,344	68,429
1	15	60,588	61,654	61,798	61,944	62,089	65,161	66,354	67,548	68,745	69,942	71,139	72,334
Top	16	66,687	66,831	66,977	67,122	67,265	71,067	72,362	73,663	74,964	76,264	77,566	78,866

APPENDIX B

Employee Benefit Medical Plan Revisions

Traditional plan annual deductible, individual	\$250.00
Traditional plan annual deductible, family	\$500.00
HMO deductible	\$250.00
Physician office visit PCP	\$ 10.00
Physician office visit specialist	\$ 25.00
Outpatient surgery co-pay	\$100.00
Emergency room co-pay	\$ 25.00
Diagnostic co-pay	\$ 75.00
Home health co-pay	\$ 10.00
Skilled nursing facility	100% coverage 60 days per calendar year
Durable medical equipment	80% coverage up to \$5,000.00 per year
Prescription drugs retail	\$ 10.00/20.00/35.00 Per tier
Prescription drugs mail order	\$ 20.00/40.00/105.00 Per tier

APPENDIX C

Senior High Extracurricular Activities Salary Schedule

Positions	2010-2013	2013-2014	2014-2015
Athletic Director	7,192.00		
Athletic Trainer	14,357.00		
Football:			
Head Coach	7,028.00		
First Assistant	3,976.00		
Assistant	3,976.00		
Assistant	3,976.00		
Weight-Lifting			
Head Coach	1,075.00		
Basketball			
Head Coach - Boys	6,235.00		
Assistant	3,295.00		
Head Coach - Girls	6,235.00		
Assistant	3,295.00		
Wrestling			
Head Coach	6,235.00		
Assistant	3,295.00		
Soccer			
Co-Coach - Boys	3,033.00		
Co-Coach - Boys	3,033.00		
Co-Coach - Girls	3,033.00		
Co-Coach - Girls	3,033.00		
Baseball:			
Head Coach	3,695.00		
Assistant	2,373.00		
Track			
Head Coach	3,695.00		
Assistant	2,373.00		
Assistant	2,373.00		
Winter Track			
Head Coach	919.00		
Hockey			
Head Coach	3,695.00		
Assistant	2,373.00		
Cheerleading			
Head Coach	2,836.00		
Assistant	2,304.00		
Cross Country			
Head Coach	2,217.00		

APPENDIX C
Senior High Extracurricular Activities Salary Schedule

Positions	2010-2013	2013-2014	2014-2015
Golf			
Head Coach	2,217.00		
Tennis			
Head Coach - Boys	2,217.00		
Head Coach - Girls	2,217.00		
Volleyball			
Head Coach - Girls	2,045.00		
Head Coach - Boys	2,045.00		
Softball			
Head Coach	3,605.00		
Assistant	2,373.00		
Swimming			
Pool Manager	5,523.00		
Head Coach	3,435.00		
Assistant	1,922.00		
Diving Coach	1,718.00		
Forensics			
Co-Coaches	765.00		
Co-Coaches	765.00		
Drama			
Head Coach	3,295.00		
Assistant	1,715.00		
Marching Band	4,343.00		
Band Front Coordinator	1,864.00		
Marching Coordinator	1,864.00		
Rhythmic Coordinator	1,864.00		
Senior Class Advisor	2,119.00		
Junior Class Advisor	1,655.00		
Sophomore Class Advisors			
Co-Advisor	548.00		
Co-Advisor	548.00		
Student Council			
Advisor	1,655.00		
Advisor	1,655.00		
Yearbook Advisor	3,266.00		
Newspaper			
Advisor	1,513.00		
Advisor	1,513.00		
Choral Director	653.00		

APPENDIX C**Middle School Extracurricular Activities Salary Schedule**

Positions	2010-2013	2013-2014	2014-2015
Football			
Assistant in Charge	3,295.00		
Assistant	2,725.00		
Assistant	2,725.00		
Weight-lifting	536.00		
Basketball			
Assistant in charge - Boys	3,295.00		
Assistant	2,725.00		
Assistant in Charge - Girls	3,295.00		
Assistant	2,725.00		
Wrestling			
Assistant in charge	3,295.00		
Assistant	2,725.00		
Soccer			
Assistant in Charge	1,532.00		
Baseball			
Assistant in charge	2,373.00		
Assistant	1,989.00		
Track			
Assistant in charge	2,373.00		
Assistant	1,989.00		
Cross Country			
Assistant in charge	1,919.00		
Hockey			
Assistant in charge	2,373.00		
Assistant	1,919.00		
Softball			
Assistant in charge	2,373.00		
Assistant	1,919.00		
Cheerleading			
Assistant in charge	1,808.00		
Band Director	1,970.00		
Choral Director	653.00		
Newspaper			
Advisor	1,408.00		
Advisor	1,408.00		
Student Council			
Advisor	1,839.00		

APPENDIX C

Senior High School Extracurricular Activities Salary Schedule

Positions	2010-2013	2013-2014	2014-2015
Key Club			
Advisor	\$1,000.00		
Advisor	\$1,000.00		
FBLA			
Advisor	\$1,000.00		
Advisor	\$1,000.00		

Extended Season Compensation

Those coaches whose teams have an extended season will be reimbursed at the rate of \$60 for head coach and \$40 for assistants per week. This fee will be for a maximum of three (3) weeks. This is only for the senior high school sports and will be in effect for the length of the contract.

APPENDIX D:
MEMORANDA OF UNDERSTANDING

THE PARTIES HERETO AGREE THAT THE FOLLOWING MEMORANDA OF UNDERSTANDING SHALL BE INCORPORATED INTO AS PART OF THIS AGREEMENT BETWEEN DALLAS SCHOOL DISTRICT AND DALLAS EDUCATION ASSOCIATION, SEPTEMBER 1, 2010 – AUGUST 31, 2015.

<u>NO.</u>	<u>DATE</u>	<u>GENERAL SUBJECT</u>
1.	September 9, 1985	Professional employee volunteers to be used in vacancies regarding a transfer from one department or one building to another.
2.	August 4, 1994	Prohibiting the District's hiring of a long-term part-time Substitute to fill a full-time teaching position.
3.	_____, 1983	Establishment of a development and evaluation procedure of classified employees pursuant to No. 512.
4.	October 13, 2003	Payment of employee's early retirement incentive and reimbursement of unused sick days to be deposited into a 403(b) sheltered annuity account established by the eligible employees.
5.	October 13, 1998	District and professional employees to meet and discuss changes in school calendar and requirement of professional employees to work on a scheduled holiday.
6.	October 13, 2003	Creation of position of Subject Area Coordinator (Social studies, Math, Science and language Arts) and scope of positions with salary provisions.
7.	October 13, 2003	Creation of Secondary Socials Department Chairperson (Social Studies, Math, Science and English) and scope of positions and salary provisions.
8.	March 7, 2008	Provision to meet and discuss when a "make-up day" is required after the expiration of scheduled "make-up days".
9.	_____, 2010	Provisions that a professional employer, who is on childbearing leave, shall return from sick leave on the first day of a school year or the first day of a marking period in such school year and compensation and restitution as applicable in such circumstances.
10.	June 24, 2010	Provision for compensation of teachers providing work to a student absent from school for extended periods of time for various reasons.