

Negotiated Agreement and Contract

between

The Board of Directors of
The DuPage Area Occupational Education System
(DAOES)

and the

DAVEA Education Association
(DEA)
(IEA/NEA)

2009-2012

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Article I Recognition

The Board of Directors of the DuPage Area Occupational Education System (DAOES), hereinafter called the "Board", recognizes the DAVEA Education Association (DEA), hereinafter referred to as the "Association", which is an affiliate of the Illinois Education Association, as the sole and exclusive negotiations agent for all full-time and regularly employed part-time certificated teaching personnel, teacher assistants, and technicians, hereinafter referred to as "employees", but expressly not including the Director, Principal, Business Manager, Assistant Principal, Dean of Students, System Engineer/System Administrator, and any new position hereafter created which requires the exercise of supervisory duties as defined in the Illinois Educational Labor Relations Act (IELRA).

For the purpose of efficiency and brevity, the following abbreviations are hereinafter used to indicate their titles and designations.

Abbreviation	Title/Designation
AA	Associate of Arts Degree
AAA	American Arbitration Association
Association	DAVEA Education Association
BA/BS	Bachelor of Arts/Bachelor of Sciences Degrees
Board	Board of Directors of the DuPage Area Occupational Education System
CNA	Certified Nurse Assistant
COBRA	Consolidated Omnibus Budget Reconciliation Act
DAOES	DuPage Area Occupational Education System
DEA	DAVEA Education Association
FMCS	Federal Mediation and Conciliation Service
HMO	Health Maintenance Organization
IELRA	Illinois Educational Labor Relations Act
IELRB	Illinois Educational Labor Relations Board
IMRF	Illinois Municipal Retirement Fund
ITRS	Illinois Teacher Retirement System
MA/MS	Master of Arts/Master of Sciences Degrees
ND	No Degree
Ph.D./Ed.D.	Doctor of Philosophy/Doctor of Education Degrees

Article II Negotiations Procedure

A. Procedure

The Board agrees not to negotiate with any employee's organization other than the Association for the duration of this Agreement; further, the Board agrees not to negotiate individually with any employee at DAOES on matters subject to negotiations.

B. Representatives

Each party shall select its own negotiating representatives, provided the Board shall not select an employee for whom the Association is the recognized negotiating agent, and the Association shall not select a Board employee who is not covered by this Agreement. Either party may, if it so desires, utilize the services of outside consultants and lay representatives to assist in negotiations. It is the mutual responsibility of the Board and the Association to confer upon their respective representatives the necessary power and authority to make proposals and consider proposals and make counter proposals in the course of negotiations, and to reach tentative agreement.

C. Tentative Agreement

During negotiations, agreed upon material shall be prepared for the Board and the Association and, if feasible, signed prior to the adjournment of the meeting at which such agreement between the parties may be executed without ratification by the Board and by the Association.

D. Ratification

When the Association and Board reach tentative agreement on all matters being negotiated, the items will be reduced to writing and shall be submitted to the membership of the Association for ratification and to the Board for official approval. As soon as feasible following ratification of the Agreement by both parties, the Board shall prepare copies of the Agreement in sufficient number to permit each employee to have a copy.

E. Declaration of Impasse

If a agreement is not reached and further negotiations appear futile, either party may declare an impasse.

F. Mediation

1. A mediator shall be requested from the Federal Mediation and Conciliation Service (FMCS) within three (3) days from the date on which either party declares in writing to the other that an impasse exists.
2. The FMCS shall be requested by both parties to appoint a mediator from its staff.
3. If for any reason the FMCS is unable or unwilling to provide a mediator, the parties shall utilize the services of the American Arbitration Association (AAA) to select a mediator.
4. Nothing herein shall be construed as precluding the parties from selecting a mediator by joint agreement.
5. A mediator shall meet with the parties or their representatives, or both forthwith, either jointly or separately, and shall take such other steps as the mediator may deem appropriate in order to persuade the parties to resolve their differences to effect a mutually acceptable agreement; provided the mediator shall not, without the consent of both parties, make findings of fact and recommend terms of settlement.
6. The cost for the mediator shall be shared equally by the Board and the Association.

Article III Grievance Procedure

A. Definitions

1. A grievance shall be a claim by the Association, employee or group of employees that there has been a violation, misinterpretation or misapplication of any provision of this Agreement.
2. As used in this Article, the word "day" means any day on which the Board administrative office is open for business, but shall not include Saturday or Sunday.

B. Basic Principles And Procedures

1. An employee who participates in these grievance procedures shall not be subjected to discipline or reprisal because of such participation.
2. Every employee shall have the right to file a grievance in accordance with these procedures.
3. Meetings and conferences under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including requested witnesses, to be present. Meetings and conferences will be held, insofar as possible, during non-teaching time of employees involved. When the administration chooses to hold such meetings and conferences during school hours, all employees whose presence is required shall be excused, with pay, for that purpose. The investigation of or processing of any grievance by the Association shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program.
4. The grievant shall be present at every grievance hearing. Illness, other incapacity, or professional absence of either party, shall be grounds for any necessary extension of grievance procedure time limits. This section shall not be applicable to a grievance brought by a group of teachers if at least three (3) in such group are available, nor a grievance brought by the Association if a responsible official of the Association is available.

5. The Board acknowledges the right of the Association grievance representative to participate in the processing of a grievance. No employee shall be required to discuss any grievance if the Association's representative is requested and not present.
6. When an employee is not represented by the Association, the Association may be present as an observer in all hearings and shall receive copies of the grievance and decisions.
7. All records dealing with the processing of a grievance shall be filed separately from the personnel files of the participant.
8. A grievance may be withdrawn at any level without prejudice, provided that if withdrawn such grievance shall be treated as though it had never been filed.

C. Procedure

1. **Step One** The parties herein acknowledge that it is most desirable for an employee and his/her immediate supervisor to resolve problems through free and informal discussion. Thus, an attempt shall be made to resolve any grievance between the grievant and his/her immediate supervisor of the activity involved.
2. **Step Two** If a grievance cannot be resolved at the first step, the employee must present the grievance in writing to the Principal. The Principal will arrange a meeting that shall take place with the grievant within seven (7) days after receipt of the grievance. When requested by the employee, a member of the Association may be present to assist the employee in the resolution of the grievance. The filing of any grievance must be within twenty (20) days of the event giving rise to the grievance or within twenty (20) days of the time the grievant would reasonably have had first knowledge of such event. Within seven (7) days after the meeting, the Principal shall communicate his/her answer, including reasons, in writing to the grievant. Copies of the answers shall be forwarded to the Association President.

3. **Step Three** If the grievance is not resolved to the satisfaction of the grievant at the second step, the grievant may file an appeal to the Director within seven (7) days of receipt of the Principal's decision. Within seven (7) days of receiving the appeal the Director shall arrange and hold a meeting between those present at the previous step and the Director or his/her designee in an attempt to resolve the grievance. Within seven (7) days of said meeting, the Director (or his/her designee) shall file a written decision, including reasons for his/her response to the grievance and provide copies of the response to the grievant and the Association President.

4. **Step Four**
 - a. If the grievance is not settled at Step Three, the Association may submit the grievance to binding arbitration under the Voluntary Labor Arbitration Rules of the AAA, which shall act as the administrator of the proceeding. If the parties agree, they may jointly request a panel of arbitrators from the Federal Mediation and Conciliation Service and will not use AAA services. If the request for arbitration is not filed within thirty (30) days of the Step Three response, the grievance shall be deemed withdrawn.
 - b. Each party shall bear the full cost for its representation in the arbitration. The cost of the arbitrator and the AAA shall be divided equally between the parties.
 - c. If either party requests a transcript of the proceedings, that party shall bear full cost for the transcript. If both parties order a transcript, the cost of the transcripts shall be divided equally between the parties.
 - d. Neither the Board nor the Association shall be permitted to assert any issues, claims or defenses before the arbitrator which were not disclosed at previous steps.
 - e. The arbitrator shall have no power to alter or add to the terms of this Agreement. His/Her authority shall be strictly limited to deciding only the issue presented.

Article IV Association Rights

A. Association Announcements

The Association shall have the right to place announcements of Association business on one or more bulletin boards as may be designated for such purpose by the Board. In addition, the Association may use staff mailboxes and email accounts for purposes of communication, provided all such announcements shall be identified as Association materials and signed by an authorizing official of the Association. The Association shall annually notify the Board in writing no later than September 1st of the names of the authorizing official(s) and shall likewise notify the Board of any changes in such authorization as they occur.

B. General Association Meetings

The Association shall have the right to hold general membership meetings on the Technology Center of DuPage's property. Such meetings shall in no way interfere with any aspect of the instructional program. The Board will permit at least one general Association meeting and one Association executive council meeting per month. This section shall not be applicable to any meeting of more than fifteen persons unless 90% of the persons in attendance are employees or members of the immediate families of such employees. No later than August 1 of each year, the Association President (or his/her designee) and the Director (or his/her designee), shall meet to establish a calendar of Association meetings for the upcoming school term. Said meetings shall not interfere with the smooth, efficient, and effective operation of TCD nor interfere with teacher-student contact time. If it is necessary to change a meeting date, the Director will be promptly notified and an agreed upon alternate date will be established.

C. Use of Equipment

The Association shall have the right to use Board typing, reproduction, and audiovisual equipment and personal computers provided such use shall in no manner interfere with the instructional or other needs of the Board. The Association shall promptly reimburse the Board for the cost of all consumables and damage (other than from normal use) to its equipment occasioned by such use and such other charges generally assessed for non-instructional use. The Board may limit the use of the above equipment to persons adequately trained therefore.

D. Board Meetings

1. The Association President (or his/her designee) shall be granted release time without loss of pay or other benefits to attend all scheduled and special Board meetings during school time. Whenever possible, the Association President (or his/her designee) shall notify the Director (or his/her designee) within forty-eight (48) hours of any regular meeting of the Board that a designee plans to attend in place of the Association President. In the instance of a special meeting of the Board, the Association President (or his/her designee) shall notify the Director (or his/her designee) as soon as possible whether the Association President plans to attend.
2. Upon written request by the Association President (or his/her designee) delivered to the Director (or his/her designee) at least 48 hours prior to a regular Board meeting, the Association shall be placed on the agenda of that meeting. Such written request shall outline the matter the Association desires to bring before the Board, such matter shall not involve a grievance or negotiations item or any item which had not initially been brought to the attention of the administration. Where appropriate, the Association shall be permitted to make its presentation prior to the Board taking action on such subject or matter, provided such presentation shall be subject to a motion to table if its continuance is deemed likely to prevent the conduct of other necessary business of the Board.
3. The Association President (or his/her designee) shall be given notice of all regular and special meetings of the Board a reasonable time in advance of such meetings (which, in the case of regular meetings, shall typically be at least forty-eight (48) hours prior to the scheduled time of such meeting) together with a copy of the agenda or statement of purpose of such meeting, if such then exists.
4. A copy of all official Board minutes shall be mailed to the designated address of the Association President (or his/her designee), or placed in his/her school mailbox or email account within ten (10) employment days following the adoption of such minutes by the Board, at no cost to the Association. The Board shall likewise furnish a copy of all public financial records referenced by the minutes and which have been approved by the Board.

E. Negotiations Information

Upon written request, the Board agrees to furnish the Association President (or his/her designee) public information concerning the financial resources of the DAOES. Nothing herein shall require the Board to research or assemble any information.

F. Newly Hired Employees

The Board shall make a reasonable effort to regularly furnish the Association President (or his/her designee) the name, address, position and salary for each new member of the bargaining unit position and salary for each new member of the bargaining unit as may be employed within fourteen (14) employment days after such hiring.

Such information shall also be available during normal business hours to the Association President (or his/her designee) upon reasonable request.

G. Staff/Management Meetings

The Association and the Board recognize the importance of communication and maintaining good relationships. The parties therefore agree to meet within thirty (30) calendar days of receipt of a written notice from one party requesting such meeting, which request shall include a proposed agenda for such meeting. Such meetings shall be in addition to negotiations sessions for a successor agreement or pursuant to impact bargaining required by the terms of the IELRA. Except as may otherwise be mutually agreed, such meeting shall be conducted outside the normal teacher workday and shall include no more than three (3) persons each as representatives of the Association or of the Board.

Except by mutual agreement, the item(s) for discussion at such meetings shall not include any pending grievance, any item which has been proposed in negotiations, or any item concerning the interpretation of this agreement.

H. Dues Deduction

The Board shall deduct from each employee's pay the dues of the Association provided the Board has received an authorization form providing for such deduction. Such deduction shall be in conformance with the terms of such authorization, provided the obligation of the Board hereunder shall not be effective until thirty (30) calendar days after receipt of such authorization, and provided the Board's obligation to terminate the authorization shall not be binding until thirty (30) days following receipt of such revocation.

I. Maintenance of Membership

Each employee shall, except as provided in paragraph three below, as a condition of his/her employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Association or pay a fair share fee to the Association in accordance with the established Association procedures, the Illinois Educational Labor Relations Board (IELRB) and application law.

In the event that the employee does not pay the fair share fee directly to the Association by the date specified above, the Board shall deduct the fair share fee from his or her wages on the same schedule as regular dues are deducted. The Association shall certify the amount of the fair share fee to the Board in writing by the first day of September annually. Such fee payments shall be paid to the Association by the Board in installments on the same schedule as the payroll deduction of Association dues.

Employees who were employed as members of the bargaining unit as of May 1, 1994, and who were not then members of the Association are specifically exempt from the provisions of this section unless and until they subsequently voluntarily become members of the Association. However, any employee who held membership in the Association as of May 1, 1994, and who subsequently voluntarily resigns membership in the Association is subject to the provisions of this section.

The Association agrees to defend, indemnify, and save the Board harmless against any claims, demand, suit, or other form of liability taken by the Board in complying with the provisions of this Section, provided that this Section shall not apply to any claim, demand, suit, or other form of liability which may arise as a result of the Board's failure to comply with the obligations imposed upon it by this Section.

The obligation to pay a fair share fee will not apply to any employee who, on the basis of a bona fide religious tenet or teaching of a church or religious body of which such employee is a member or a belief sincerely held with the strength of traditional religious views, objects to the payment of a fair share fee to the Association. Upon proper substantiation and collection of the entire fee, the Association will make payment on behalf of the employee to a mutually agreeable non-religious charitable organization as per Association policy and the Rules and Regulations of the IELRB.

Article V Employee Rights

A. Non-Discrimination

The Board agrees that it will not discriminate against any employee by reason of his/her membership in the Association. The Association agrees that it will not discriminate against any employee by reason of his/her non-membership or participation in the Association.

B. Personnel Records

1. A personnel file of all evaluative materials relating to an employee shall be maintained in the Director's administrative office. The employee shall have the right to inspect such file at any reasonable time during normal business hours, provided such inspection shall not interfere with any of the employee's duties, and a designated Board employee may be present during such inspection. No material shall be permanently removed from such file without the consent of the Board. There shall be only one such file for each employee.
2. A copy of all evaluative material placed in an employee's personnel file shall be promptly provided to the employee who shall concurrently acknowledge in writing receipt of the same. The employee shall have the right to respond to any material filed. His/Her answer shall be submitted to the Director and shall be attached to all file copies. Such answer shall be submitted to the Director within ten (10) school days of the receipt by the employee of the material being answered.
3. The employee shall have the right to place any written material of which is current and clearly pertinent to the employee's performance of duties for the Board and place it in his/her file.

C. Academic Freedom

The Board acknowledges the appropriateness of assuring academic freedom to teachers. This section shall not be construed as authorizing any teacher to deviate from established curriculum, nor to present any material inappropriate for the students' ability and/or maturity, or present any material in other than an objective manner.

D. Parent-Student Complaints Procedure

1. The Principal (or his/her designee) shall attempt to resolve problems initiated by a parent and directed toward an employee. Before any such complaint is placed in the employee's file, the complaint shall be investigated by the Principal (or his/her designee). If the employee requests, the Director will consider appointing another administrator to investigate the complaint.
2. Parent Conference - If the employee is not satisfied with the results of the parent conference, the employee may request meeting(s) with administrators in an effort to resolve the problem. The parent may be invited to such conference(s), if the employee concurs in such parent participation.
3. Board Conference - The employee at his/her option, may request an Association representative be present as an observer at the conference with the Board. If it is mutually agreed upon between the employee and the administrator, or upon advice of legal counsel, the employee may refuse to be present at the conference.
4. If in the judgment of the Director (or his/her designee), the employee is not at fault, no record regarding such complaint will be placed in the employee's personnel file.

E. Vacancies and Promotion

A notice of all vacancies at DAOES in administration, management, teacher, teacher assistant, and technician positions shall be posted on the DAOES website and on the vacancy board. Where feasible, such notices shall include a job description, statement of minimum qualifications and salary range. The Board shall include all employees qualified for such positions among those to be considered for the filling of such vacancy.

As used herein, "vacancy" shall mean a full-time or regular part-time position the filling of which requires the employment of an additional administrator, manager, teacher, teacher assistant or technician not currently employed in such job category rather than merely the redeployment of staff within the particular job category.

F. Evaluation Procedures

1. The objective of performance evaluation shall be an appraisal of performance. If deficiencies are noted, evaluation shall, where appropriate, also suggest recommendation(s) for improvement of performance.

2. Prior to the conclusion of each school year, an Evaluation Committee consisting of three (3) members of the Administration and three (3) designated representatives of the Association shall meet to seek to cooperatively review the evaluation instrument for all teachers in contractual continued service. The Committee may recommend changes to the evaluation plan to the Board of Directors. The plan approved by the Board for use during the succeeding school term will be provided to the Association.
3. The Board shall make every reasonable effort to evaluate full-time non-tenured teachers employed from the onset of their first school term at least two (2) times each school year, and to do so prior to April 1 of their first school year, and between September 1 and March 30 in years 2, 3, and 4.
4. Tenured teachers will be evaluated at least every other year, as required by the School Code of Illinois. The Board acknowledges the general desirability of evaluating tenured teachers which shall include classroom observations of appropriate duration.
5. Remediation of the performance of teachers who have received a rating of "unsatisfactory" shall be processed as required by law.
6. If the Board shall determine that an existing student program should be reviewed as to possible discontinuance, the Association President (or his/her designee) shall be advised of such decision and invited to submit comments with respect such possible action.

G. Program Coordinators

1. Job descriptions for Program Coordinators will be posted on the DAOES website in an area that can be accessed by DAOES staff members. The Administration will conduct annual reviews of the Program Coordinator job descriptions. Teachers whose department has a Program Coordinator are invited to submit input regarding the Program Coordinator's job description at the time of teacher evaluations
2. Representatives of a program area may request a Program Coordinator position be created when the department staff believes that issues of safety, staff numbers or student numbers justify the creation of the position. The request will be submitted in writing to the Principal who will review the proposal and provide his/her recommendation to the Director. The Director will review the proposal and at his/her discretion, may present the proposal to the Board with a recommendation. A written response will be provided to the person(s) submitting the proposal within fifteen (15) days of the Director's review, or the Board's review, whichever is later. If the request is denied, the response will include the rationale for the denial.

3. If an existing Program Coordinator position becomes vacant, or if the Board authorizes the creation of a new Program Coordinator position, the position will be posted on the DAOES website and the vacancy board. Teachers within the applicable program area may apply and will be interviewed. The Administration retains the discretion to select the Program Coordinator.

Article VI Conditions Of Employment**A. Daily Teaching and Attendance Schedule**

1. The regular work week for certificated employees shall not exceed forty (40) hours, including a daily duty-free lunch of not less than forty (40) minutes, but excluding any necessary preparation time or other activities which occur outside of the hours during which such employees are required to be on the premises of the Board. The regular work week for non-certificated employees shall not typically exceed forty (40) hours, excluding a daily duty-free lunch of not less than forty (40) minutes. Student contact time for certificated employees shall not regularly exceed six (6) hours per day without additional compensation.

The normal work week shall typically be performed on Technology Center of DuPage school premises or Technology Center of DuPage satellite locations in equal amounts of five (5) days of the week (excluding Saturdays and Sundays) during which the employees are assigned to work. In the event such satellite locations are established by the Board of Directors, the Board will negotiate the impact of such establishment with the Association.

It can be expected that a certified employee will devote a reasonable amount of additional time for staff meetings, parent-student conferences, emergencies and other matters reasonably related to the performance of the employee's duties which cannot be accomplished during the regular work week.

Certified employees may elect once per school term to regularly devote up to thirty (30) minutes of their required non-instructional time prior to the onset of the regular student day rather than at its conclusion, provided the Director (or his/her designee) may designate five (5) days per year when all teachers shall follow a prescribed schedule.

Employees may leave the building on Fridays or the day before a holiday at the conclusion of the normal student day, provided they have fulfilled their teaching, student supervisory obligation and regular job requirements.

Bargaining unit members who are required by the Administration to attend a staff meeting at 7:15 a.m. may leave at 3:15 p.m. Bargaining unit members who begin their scheduled school day at 7:45 a.m. and are required to attend a 7:30 a.m. staff meeting will be allowed to leave at 3:30 p.m.

2. Certified employees assigned student contact time in excess of six (6) hours per day shall be compensated at a rate of .000579% of their base salary extended to full-time equivalency for each hour worked in excess of six (6) hours of student contact per day, paid in quarter-hour increments.

3. In the event a certified employee is required to work in excess of the regular work week, previously prescribed in subsection 1 above, such certified employee will be paid at a rate of .000772% of their base salary extended to full-time equivalency for each hour worked in excess of forty (40) hours per week, paid in quarter hour increments. Should a certified employee incur both student contact time in excess of forty (40) hours per week and additional work time in excess of forty (40) hours per week, the certified employee would be compensated at a rate of .000772% of the certified employee's base salary extended to full-time equivalency for each hour, paid in quarter hour increments.

B. Student-Teacher Ratio

The Board acknowledges that the effectiveness of competency based instruction can be affected by the ratio of students to certified employees. Therefore, the Board will continue to strive to maintain the type of ratios as heretofore utilized, subject to the constraints of budgets and other pertinent factors. Examples of other pertinent factors are types of programs involved, special needs students, non-contiguous learning stations, resale programs, and programs with high safety risk.

C. Program Size

The Board acknowledges the appropriateness of limiting the number of students to those who can be safely and reasonably accommodated within the physical limitation of available equipment.

D. Preparation Period

The Board shall make every effort to provide each certified employee at least four (4) hours for planning and preparation during the normal certified employee work week. As used herein, "planning and preparation" shall include staffing and other conferences, faculty meetings, advisory committee meetings and the like.

E. Supervision of Student Teachers

No certified employee will be required to accept the responsibility of supervising student teachers, volunteers or any person designated as a teacher trainee. Certified employees who are interested in being a student teacher supervisor can volunteer to do so with the administration. Any monetary payments occurring for the services of the above personnel shall be paid the supervising employee.

F. Student Discipline

Teachers referring students to the Dean for discipline will complete a referral form to be developed by the Administration with input from the Association. If known, the Dean will share the discipline imposed by the student's home district with the referring teacher.

G. Teaching Assignment

Teachers will be notified of their teaching assignment at least 30 days before the start of the school year. Any changes to the assignment thereafter will be communicated to the teacher as soon as possible. Any teacher assigned to a position outside of his/her current program area or to a satellite campus will be allowed to resign within five (5) days of notification of assignment, or prior to the start of the school year, whichever occurs first.

H. Satellite Staffing

Staff members assigned to a TCD satellite campus will be given thirty (30) days advance notice of the assignment. Prior to making an assignment, the Administration will solicit interest from current program area staff members. However, the Administration reserves the right to assign staff members to satellite campuses. No regular rotation of instructors will be initiated. Staff members may resign without penalty within five (5) days of receiving notice of a satellite campus assignment. All employees, regardless of the location of their original assignment when hired, may be assigned to a TCD satellite campus and the Administration will provide notice of this fact to all staff members prior to the end of the 2008-2009 school year.

Article VII Absences And Leaves**A. Responsibilities of Regular Employees Who Will Be Absent**

1. Personal or professional leave must be arranged through the proper building administrator.
2. In the event of illness or other unexpected absence, the employee shall call his/her supervisor (or his/her designee) following the procedures outlined in the Faculty Manual. Such procedures will not be changed arbitrarily or without notice to employees.

B. Sick Leave

The Board shall grant full-time employees sick leave in the amount of fifteen (15) days per year. If any such employee does not use the full amount of annual sick leave thus allowed, the unused amount shall be allowed to accumulate to 340 days, at full pay. Sick leave shall be interpreted to mean personal illness, quarantine at home, pregnancy related disability or serious illness or death in the immediate family or household. Serious illness shall mean a life-threatening circumstance, a medical emergency, or an illness which requires the presence of the employee. The immediate family for purposes of this section shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians. Sick leave shall not be used for any medical procedure which may reasonably and safely be postponed until a recess or vacation period, nor shall it be used for cosmetic surgery (except as such is incident to treatment for some other sickness or disability). Part-time employees shall receive sick leave on a pro rata basis.

Religious observances shall be considered sick leave, providing a 30-day written advanced notification is provided. No more than 2 religious observation sick days shall be used per year. No more than ten (10) percent of the employees will be granted religious observance sick leave on any one day.

C. Personal Leave

Each employee shall be allowed two (2) of his/her normal work days per year for personal leave purposes.

Personal leave shall be used only for the conduct of business which may not reasonably be conducted during non-school days or hours. Personal leave shall in no event be utilized for purposes of recreation, travel (except as incidental to an appropriate purpose), participation in a work stoppage or employment confrontation of any kind, or to perform any act which may directly produce taxable income (other than the sale of the employee's principal residence). Personal leave in all cases except unforeseen emergency requires one day (24 hours) advance written notice to the Director (or his/her designee).

Employees will be required to complete the personal leave form as provided in Appendix D of this Agreement. No more than ten (10) percent of the employees will be granted personal leave on any one day.

Personal leave days are not to be used immediately before or after a holiday, vacation or recess period, or during the first or last five (5) employment days of the school term except in an extreme emergency. At the end of the school year, all unused personal leave days shall be added to the individual's accumulated sick leave. Personal leave may be taken in units of full days or half days.

D. Sabbatical Leave

Sabbatical leaves may be granted to teachers in the sole discretion of the Board, and if granted shall be in accordance with the provisions of **The Illinois School Code**. Any teacher granted sabbatical leave may be required as a condition thereof to execute a promissory note or other instrument to condition the repayment of compensation during the period of sabbatical leave if the teacher does not return to service for at least one (1) year following the expiration of such sabbatical leave or if the teacher does not complete the program which is the basis for such sabbatical leave.

E. Parental/Child Rearing Leave

1. A tenured teacher, teacher assistant or technician shall be granted parental/child rearing leave without pay subject to the following conditions:

- a. Application for such leave shall be made in writing to the Director (or his/her designee) at least one hundred twenty (120) calendar days prior to the anticipated birth of the child. At such time the eligible employee shall provide a written statement from her physician indicating the expected due date of delivery.

The eligible employee and Director (or his/her designee) shall agree upon a plan for the commencement of such leave, taking into consideration the continuity of instruction and medical factors to the maximum possible degree and pertinent time factors related thereto. The leave shall commence on the date agreed upon or the actual date of delivery of the child, whichever is earlier. The leave shall not exceed the balance of the school year in which it commences and one (1) additional year.

If the leave begins during the summer recess, it shall commence no later than July 1 and not exceed two (2) school years. Successive parental/child rearing leaves shall not be granted until the eligible employee shall return to full-time continuous service in DAOES for at least one (1) complete

school year. The Director (or his/her designee) may waive any of the DAOES/DEA Negotiated Agreement and Contract Article VII provisions of this subsection in his/her sole discretion. Any such waiver shall not be precedential in any respect.

Sick leave shall not be applicable during the period of the parental/child rearing leave. Any accumulated sick leave available at the commencement of the leave shall be available to the employee upon return to employment at DAOES.

With the express written consent of the carrier and/or the Illinois Teacher Retirement System (ITRS) or the Illinois Municipal Retirement Fund (IMRF), such employee may maintain insurance and/or retirement benefits by making timely payments of all premiums or other contributions which may be due to the DAOES Business Office or elsewhere pursuant to its direction.

2. An employee not eligible for or not desiring parental/child rearing leave may utilize accumulated sick leave during any period of illness related to her pregnancy and/or to the delivery of the child. If such employee shall have exhausted accumulated sick leave, she shall be granted a leave of absence without pay during such period of illness.
3. A male tenured teacher, teacher assistant or technician shall be entitled to a child rearing leave of absence. Such leave shall be unpaid and shall be subject to all of the applicable notice and other requirements of this section. Eligibility for such leave shall arise upon the anticipated birth of a child which the eligible employee had fathered or upon his adoption of a child.
4. Any tenured teacher, teacher assistant or technician desiring adoption leave as a result of becoming an adoptive parent shall notify the Director (or his/her designee) in writing upon the initiation of such adoption proceedings. Adoption leave shall be granted upon written notification to the Director (or his/her designee) of the date the child is expected to be received. It shall be the responsibility of such applying employee to keep the Director (or his/her designee) fully informed of the status of the proceedings, and as soon as known, the expected date of the delivery of the child. This subsection shall not be applicable to the adoption of any child over the age of six (6) years.

A parental/child rearing leave may be granted to a non-tenured teacher by action of the Board, subject to all the conditions applicable to a tenured teacher, and provided the term of such leave shall not be considered full-time employment under Section 24-11 of **The Illinois School Code** for purposes of the continuous employment necessary to attain contractual continued service status.

Upon return from leave, the teacher shall commence the first, second, third, or fourth probationary year as the case may be. The granting of parental child/rearing leave to any non-tenured teacher shall not constitute a precedent for the granting of leave to any other teacher. Each request shall be judged on its own merits.

F. Leaves

The granting of leaves of absence with or without pay for any reason not otherwise provided herein shall be within the sole discretion of the Board upon such terms and conditions as the Board may determine. One such condition shall be the termination date of the leave. The granting or withholding of such leaves shall not be precedential with respect to other requests for such leaves of absence.

G. Withdrawal of Request for Leave

Individuals approved for a sabbatical leave may withdraw the request until April 15. Individuals approved for a leave of absence may withdraw the request for a period of fifteen (15) school days following the Board's approval or up to ten (10) days prior to the scheduled onset of the leave, whichever shall be earlier.

H. Armed Service Training Duty and Jury Duty

1. Leaves of absence for military service will be processed in accordance with the applicable State and Federal laws. The period of leave provided by law may be extended at the sole discretion of the Board. Employees are encouraged to review their leave and re-employment rights through their armed services representatives or the U.S. Department of Labor (www.dol.gov).

Provided, that if State and Federal laws provide less than the following benefits, an employee on active military service during the school year will receive his/her regular salary, including insurance and other compensation less the amount received from the government for the first sixty (60) days. This period may be extended at the sole discretion of the Board. After the period of compensatory benefits described in the preceding sentence, the Board shall continue to provide dependent coverage for an additional sixty (60) days.

2. An employee called for jury duty while school is in session shall be compensated for the difference between his/her salary at DAOES for the period of time of such duty and the pay received for the performance of such obligation.

I. Association Release Time

1. The Board will grant Association representatives requested by the Association President (or his/her designee) release time to attend State and/or National Association workshops, conferences, and conventions. A written request for such absence shall be submitted to the Director (or his/her designee) at least ten (10)

school days in advance specifying the precise individual dates and meetings involved.

Only three (3) people shall be granted such leave at the same time. Six (6) such days, total (or in the aggregate), shall be provided each year. The Association shall be required to promptly reimburse the Board for substitutes in excess of 3 substitute days per school year.

2. For legal matters between the Board and the Association that have to be attended to on school time, the Association President (or his/her designee) and up to three (3) other employees shall be granted release time with no loss of pay to the employees, not to exceed two (2) days in the aggregate per school year. Where possible, ten (10) working days notice shall be given for such leave, and such notice shall affirm that the legal activity for which the leave is to be taken cannot reasonably be postponed to non-school days or hours.

Article VIII Termination Of Employment**A. Seniority and Reduction In Force (RIF)**

Length of continuous service at DAOES shall be defined as follows.

1. Years of continuous service as a teacher at DAOES. Less than full-time teaching service shall be computed on a *pro rata* basis. Time on unpaid leaves of absence of more than ninety (90) consecutive employment days shall not be counted in determining seniority. All paid leaves shall count in determining seniority. Unpaid leaves of less than ninety (90) days shall count in determining seniority. Neither paid or unpaid leaves of absence approved by the Board shall constitute an interruption of teaching service.
2. If total continuous service as an employee at DAOES is equal between two or more teachers, then seniority shall be determined by total service as an employee at DAOES, whether or not continuous. (Such service shall be computed as described in 1. above.)
3. If a tie remains after the application of the procedures as described in 1. and 2. above, the order of dismissal shall be determined by lottery.
4. Reduction-in-force shall be by seniority within categories of position as set forth below:
 - a. Category - Teachers
 - b. Categories for Teacher Assistants
 1. Auto Body Repair & Refinishing
 2. Automotive Technology
 3.
 - Certified Nurse Assistant (CNA)
 - Medical & Health Care Careers
 4.
 - Computer Information Systems
 - Network Technician
 5. Construction Trades
 6. Cosmetology
 7. Culinary, Pastry Arts & Hospitality Management
 8.
 - Data Entry
 - Office Systems Technology
 9. Early Childhood Education & Care
 10. Electronics & Pre-engineering Computer Technology
 11. Fire Science
 12.
 - Graphic Communications
 - Multimedia & Television Production
 13.
 - HVACR/Residential Wiring
 - Manufacturing Technology
 14. Landscape Design & Management
 15. Pre-architectural & Pre-engineering CAD

In the event the Board creates additional categories for Teacher Assistants, the creation of such categories will be memorialized in a memorandum of agreement with the Association. The terms of the memorandum of agreement will be incorporated during the next contract negotiations.

- c. Categories for Technicians
 - 1. Auto Service Parts Room

B. Seniority List

Prior to December 1 of each school term, the Board shall provide each employee a listing of seniority rank of all employees at DAOES. Such listing shall be by the categories as set forth in the preceding section. Each employee shall have twenty (20) employment days after December 1 to file written objection to his/her ranking and shall detail the alleged specific error in the ranking. Failure to make such timely objection will be deemed an acceptance of ranking, and the employee cannot thereafter have the right to challenge his/her seniority during the remainder of that school term.

Article IX Compensation And Fringe Benefits**A. Compensation**

1. For the 2009-2010 school term, employees shall be compensated as set forth in Appendix A of this Agreement.
2. For the 2010-2011 school term, employees shall be compensated as set forth in Appendix B of this Agreement.

For the 2011-2012 school term, employees shall be compensated as set forth in Appendix C of this Agreement.

3. Notwithstanding anything in paragraphs 1 and 2 of this section to the contrary, the Board retains the right to hire any employee over schedule providing that it has attempted to hire that employee at the scheduled salary. Any employee compensated over schedule shall be identified in writing at the time of hiring and his/her amount over schedule indicated to the Association President (or his/her designee).

B. Pension

All compensation stated in Appendix A includes the Board contribution to either the ITRS or the IMRF.

Accordingly, the Board shall deduct and remit at the applicable rate of such compensation to the ITRS, to be applied for the retirement account of such teacher, and the Board shall deduct and remit for each teacher assistant and technician at the applicable rate of such compensation to the IMRF to be applied to the retirement account of such employee.

No employee shall have the option of choosing to receive the amounts contributed by the Board directly, and the assumption and payment of the employee's required contribution is a condition of employment made in order to secure the employee's future services, knowledge and experience.

C. Vertical and Horizontal Advancement on Salary Schedule

1. Vertical movement on the compensation schedule shall be limited to no more than one step per year. The Board may withhold such salary step movement (or withhold the salary schedule increase if no vertical step movement is then available to the teacher) if an employee's performance is deemed to have been unsatisfactory. Notice of such withholding of step movement (or salary schedule increase) must be given to the employee in writing by the Board no later than sixty (60) days prior to the end of the year preceding the school term in which such withholding is to be effective together with a full statement of reasons.

After notification has been given, the Board shall re-evaluate the employee prior to withholding the increase. Such withholding shall be only for appropriate cause, and in no event shall such withholding occur more than two (2) school years in succession.

2. Horizontal advancement on the compensation schedule shall be no more than one lane for advancement from the ND to BA/BS lane as noted in Paragraph d. and shall be granted for successfully completed course work taken at a fully accredited institution of higher learning or through DAOES staff development programs/workshops on the following conditions.
 - a. Prior written approval by the Director (or his/her designee) is received for the specific course to be taken prior to enrollment in the course.
 - b. The specific course or the degree program is directly related to the teacher's area of instruction.
 - c. The courses must be satisfactorily completed on or before the beginning of the school term and evidence of successful completion will be submitted to the Director (or his/her designee) on or before the end of the first semester.
 - d. Advancement from the ND lane can be made to the AA lane; or advancement from the ND lane can be made to the BA/BS lane without earning the AA degree.
 - e. For advancement to the BA/BS+15 lane or BA/BS+30 lane, course work must be at the graduate level, considered as part of an approved master's program, or otherwise approved by the Director at his/her sole discretion and completed after the acquisition of a Bachelor's Degree.
 - f. For advancement to the MA/MS+15, MA/MS+30, MA/MS +45 and MA/MS +60/Ph.D./Ed.D. lanes, the course work must be at the graduate level or otherwise approved by the Director at his/her sole discretion and completed after the acquisition of a MA/MS.
 - g. No more than 6 semester hours may be earned by proficiency examination for advancement.
 - h. Staff members enrolling in an approved DAOES staff development programs/workshops will receive one (1) credit for each fifteen (15) hours of workshop participation. These workshops will be developed by the staff development committee and approved by the Director (or his/her designee) prior to staff enrollment. Credit will only be awarded for participation in workshops scheduled at times other than regular school hours.

i. Upon prior approval of the Director (or his/her designee), tuition paid by an employee may be reimbursed at fifty percent (50%) of actual cost, not to exceed \$ 600 per fiscal year providing the educational cost for which tuition reimbursement is claimed relates directly to the employee's assignment (\$ 1,000 per year for pursuit of any degree in education), and successful completion of course work shall be used for advancement on the salary schedule per Article IX, C. 2 of the Negotiated Agreement and Contract.

3. Education level hours as used on the schedule are semester hours.

D. Extra Duty Stipends	2009-10	2010-11	2011-2012
Cosmetology; CNA; Culinary, Pastry Arts & Hospitality Management; or Automotive or Automotive Technology Program Coordinators	(\$2,716)	(\$2,797)	(\$2,881)
Skills USA/VICA Sponsor(s)	(\$1,724)	(\$1,776)	(\$1,829)
Other Board Approved Club Sponsor(s)	(\$745)	(\$767)	(\$790)
Summer Cosmetology Instructors	31.10/hour	3% Increase	3% Increase

E. Internal Substitution

An employee may substitute for another employee if he/she has the certification and qualifications for the area of substitution.

When substituting for a certified employee during any school term, the internal substituting employee shall be reimbursed at the rate of 100% of the Board established base rate of pay for outside certified substitutes.

When substituting for an instructional Educational Service Personnel (ESP) during any calendar year, the internal substituting employee shall be reimbursed at the rate of 100% of the board established base rate of pay for outside non-certified substitutes.

An employee shall receive internal substitution pay providing at least 50% of the substituting class is in attendance. Substitution shall be on full- or half-day basis.

F. Travel Expense

All employees who must use their automobiles or otherwise provide their own transportation when on school business as approved by the Director (or his/her designee) shall be reimbursed by the Board at the rate equal to that utilized by the Internal Revenue Service for tax deductions for such travel without the necessity of providing detailed cost information.

G. Insurance and Other Fringe Benefits

During the 2009-2010 school year, the Board shall contribute \$7,940 towards employee health, employee and dependent dental, employee and dependent vision care; full-time employees who elect dependent health coverage shall pay the full premium therefore, less the then prevailing Board contribution for single coverage and \$7,017.

During the 2010-2011 school year, the Board shall contribute \$8,377 towards employee health, employee and dependent dental, employee and dependent vision care; full-time employees who elect dependent health coverage shall pay the full premium therefore, less the then prevailing Board contribution for single coverage and \$7,403.

During the 2011-2012 school year, the Board shall contribute \$8,837 towards employee health, employee and dependent dental, employee and dependent vision care; full-time employees who elect dependent health coverage shall pay the full premium therefore, less the then prevailing Board contribution for single coverage and \$7,810.

1. Premiums for group health (major medical) insurance or Health Maintenance Organizations (HMO), the policy and carrier shall be selected by the Board.
2. Premiums for group dental insurance, the policy and carrier shall be selected by the Board.
3. Premiums for group term life insurance including accidental death and dismemberment, the policy and carrier shall be determined by the Board.
4. Premiums for group vision care insurance, the policy and carrier shall be selected by the Board.

The employee shall elect which of the above options he/she desires to utilize for the year. Such election shall be in writing and filed with the Director (or his/her designee) within ten (10) calendar days of the onset of the first scheduled employee attendance day of the school year or ten (10) calendar days after the onset of

employment, whichever shall last occur. Such election shall not be altered during the school term with the exception of adding a dependent who previously was not an existing dependent or to remove a dependent who no longer is an existing dependent. The Board reserves the right to require the selection of any item if such shall be necessary to retain group coverage. The Administration will meet with the Executive Board of the Association prior to making any recommendations for changes in this insurance coverage to the Board.

In the event that either the Association or the Board wish to explore health care programs available to DAOES employees, the Director (or his/her designee) and the Association President (or his/her designee) shall each appoint five (5) persons (or a lesser number if mutually agreed) to serve as a joint committee to explore health care programs. Upon mutual agreement of the Association and the Board, the recommendations of such committee may be implemented during the term of this Agreement.

Medical benefits are available to staff members that work at least 30 hours per week (75% instructional time) on a *pro rata* basis of the benefits contained in the Negotiated Agreement and Contract and Board policy, providing the medical insurance carrier permits 30-hour employees to be covered by the current medical plan.

The Board shall also provide each full-time employee with long-term disability insurance. Such insurance shall be coordinated as to benefits with those available to employees through any State program (e.g., ITRS or IMRF). Such policy shall include a waiting period of 180 calendar days or thereabouts.

The Board shall also provide each full-time employee with a \$50,000 term life insurance policy.

All staff members employed as full-time and later reduced to less than full-time, by the Board, may retain their medical insurance coverage on a *pro rata* basis, provided the insurance carrier permits such coverage.

H. Retirement Benefits

1. Eligible teachers may select from ONLY ONE of the following retirement options:

Option 1 - ERO

Any teacher who is at least age 55 and not yet 60, with at least 20 but fewer than 35 years of service in the Illinois State TRS may elect to participate in the ERO, subject to the requirements of the TRS ERO. For each eligible teacher electing to participate in ERO, the Board shall make the required employer contribution to TRS. The retiring teacher shall be responsible for paying the required employee

contribution to TRS without any contribution or reimbursement from the Board. The Board may limit the number of participants in this Option, annually, to 10% of those who are eligible to elect this Option.

Option 2 – DAOES Plan

A. Eligibility

There shall be available for the duration of this Agreement a voluntary retirement program available to tenured teachers who meet all of the following eligibility criteria:

1. Completed at least fifteen (15) years of full-time teaching service in the employment of DAOES;
2. Filed for and eligible for participation in the retirement program of the Illinois Teachers Retirement System; and
3. Is considered by TRS to be age 55 upon the effective date of retirement.

In the event a teacher participates in the Early Retirement Option (ERO) of the Illinois Teachers Retirement System, or any other TRS program that would require a payment, penalty, or contribution from the Board, the teacher shall not be eligible to participate in this Option 2.

B. Procedures

Teachers wishing to retire during the term of this Agreement must provide an irrevocable written notice to the Director prior to October 31, 2009, October 31, 2010, or October 31, 2011. Such notice must indicate whether the teacher will retire at the end of the 2009-10, 2010-11, 2011-12, 2012-13, 2013-14, or 2014-15 school year. This notice may not indicate a retirement date later than June 30, 2015. Notice for retirement effective at the end of the 2013-14 school year may not be given before October 2010. Notice for retirement effective at the end of the 2014-15 school year may not be given before October 2011. In any year, the Board may limit the number of retirees to 10% of instructional staff. Any such limitation shall be on the basis of seniority, as determined by the teacher seniority list published annually.

C. Retirement Benefit

An eligible teacher who submits the irrevocable written notice of retirement as set forth above shall, in lieu of any other salary increase, have his or her salary adjusted for the school year during which the notice

is given by 6% over his or her prior year's base salary. The teacher's salary shall thereafter, in lieu of any other salary increase, be increased by 6% in each remaining school year of employment. The increases will be part of the teacher's regular pay and shall be paid equally as part of the employee's regular checks. However, the Board and the Association agree that the payment of this retirement incentive, together with any other increase in creditable earnings, will be adjusted as necessary such that the sum of the increases shall not result in more than a six percent (6%) increase of the teacher's previous year's TRS creditable earnings.

D. Service Bonus

In addition to the salary increase noted above, eligible retirees under this Option 2 shall be paid a service bonus for each year of full-time service to DAOES, to a maximum of twenty-five (25) years, as follows:

\$8,750 for the first fifteen (15) years of service, plus \$1,000 for each year of full-time teaching service over fifteen, to a maximum of twenty-five (25), for a total possible service bonus of \$18,750

The maximum service bonus for any teacher may not exceed \$18,750. Such payment will be in a lump sum, subject to all withholding required by law, and shall be due and payable as severance after the teacher's retirement and after the teacher's receipt of his/her final paycheck for regular earnings. Employees will be required to complete the Service Bonus Payment Request Form provided in Appendix E of this agreement.

E. Duration of Program

The entire retirement program set forth in this Section H shall be available only for the life of the 2009-2012 Collective Bargaining Agreement and shall sunset at the end of the Agreement. Any teacher retirement must be effective at the end of the school year and not later than June 30, 2015. Participating teachers who elect to retire under the provisions of this program effective June 30, 2013; June 30, 2014; or June 30, 2015; will receive only the benefits of this program, and will not be entitled to receive any benefits under any retirement program negotiated in a successor bargaining agreement.

2. A retiring teacher with at least fifteen (15) years of continuous full-time service at DAOES is eligible for a maximum amount of individual ITRS insurance premium or \$150/month, whichever is less. The benefit extends until the teacher reaches the age of 65 or becomes eligible for Medicare, whichever comes first.

3. Teachers who terminate their service at DAOES and retire from teaching may, at their option, continue in the group/health major medical and/or dental insurance plans provided by the Board in accordance with COBRA and any other applicable statute.
4. Teachers aged 55 or older with a minimum of fifteen (15) years full-time continuous service employment at DAOES immediately preceding their retirement who retire under the provisions of ITRS may maintain the Board paid term life insurance program at no cost to the retired teacher, provided the insurance carrier permits such coverage. This subsection shall cease to be in operation upon the death of the retiree or after a period equal to one-half the length of the teacher's consecutive full-time service at DAOES, whichever shall occur first.
5. Nothing contained herein shall limit the right of the Board to offer additional retirement incentives to individual teachers. The Association shall consider any such additional incentives offered by the Board as nonprecedential with respect to individual teachers and future contractual agreements between the Board and the Association. Nothing in this Agreement shall preclude an agreement between a teacher and the Board to adjust the teacher's salary during the final four (4) years of employment at DAOES, provided that at the time of such agreement the Association is so notified.

I. Sick Leave Bank

Donation of sick leave days will be processed in accordance with the Board's policy/procedure regarding Voluntary Donation of Sick Leave.

Article X Effect Of Agreement

A. Complete Understanding and Additional Bargaining

The parties acknowledge that during the negotiations which result in this Agreement each had the unlimited right and opportunity to make proposals with respect to any subject matter, and that the understandings and agreements arrived at by the parties are set forth in this, the complete Agreement between the parties, and that no obligations exist to negotiate or bargain collectively over any matter during the term of this Agreement, whether covered herein or otherwise or whether known or contemplated at the time of execution.

B. Conflict With Board Policy

This agreement shall control in the event of any direct conflict between this Agreement and the policies of the Board, now existing or hereafter adopted.

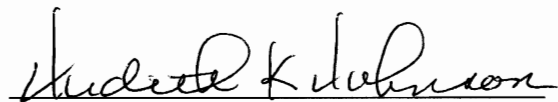
C. Severability

If any provision of this Agreement or any application of the Agreement to any employee or group of employees should be found contrary to the law by a court of competent jurisdiction, such provisions or applications shall be deemed invalid, but all other provisions hereof not affected by such invalidation shall continue in full force and effect.

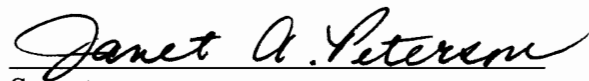
D. Duration

This agreement shall be effective on August 20, 2009, at 12:00 a.m., and shall continue until 11:59 p.m. on August 19, 2012.

For The Association

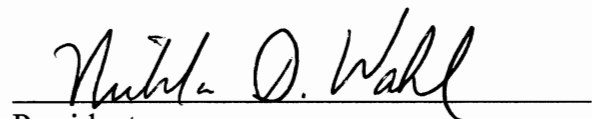


President



Secretary

For The Board



President



Secretary

FY 2010 TEACHERS SALARY SCHEDULE

Steps	ND	AA	BA	BA+15	BA+30/MA	MA+15	MA+30	MA+45	MA+60/PhD/EdD
1	36,437	36,802	37,530	38,624	39,717	40,810	41,903	42,450	43,543
2	36,802	37,409	38,624	39,717	40,810	41,903	42,996	43,543	44,636
3	37,166	38,016	39,717	40,810	41,903	42,996	44,089	44,636	45,729
4	37,530	38,624	40,810	41,903	42,996	44,089	45,182	45,729	46,822
5	38,624	39,717	41,903	42,996	44,089	45,182	46,275	46,822	47,915
6	39,717	40,810	42,996	44,089	45,182	46,275	47,369	47,915	49,008
7	40,810	41,903	44,089	45,182	46,367	47,460	48,462	49,008	50,284
8	41,903	42,996	45,182	46,275	47,551	48,644	49,555	50,284	51,559
9	42,996	44,120	46,367	47,460	48,735	49,828	50,830	51,559	52,834
10	44,089	45,243	47,551	48,644	49,919	51,286	52,105	52,834	54,292
11	45,182	46,367	48,735	49,828	51,377	52,743	53,381	54,292	55,749
12	46,367	47,551	49,919	51,103	52,834	54,201	54,838	55,749	57,207
13	47,551	48,826	51,377	52,379	54,292	55,658	56,296	57,207	58,664
14	48,735	50,101	52,834	53,745	55,749	57,116	57,753	58,664	60,122
15	49,919	51,377	54,292	55,111	57,207	58,573	59,211	60,122	61,670
16	51,377	52,834	55,749	56,569	58,664	60,122	60,668	61,670	63,219
17	52,834	54,292	57,207	58,026	60,122	61,670	62,126	63,219	64,858
18	54,292	55,749	58,664	59,484	61,670	63,219	63,674	64,858	66,498
19	55,749	57,207	60,122	60,941	63,219	64,767	65,223	66,498	68,229
20	57,207	58,694	61,670	62,490	64,767	66,407	66,863	68,229	69,960
21	58,664	60,182	63,219	64,039	66,407	68,047	68,502	69,960	71,782
22	60,122	61,731	64,950	65,587	68,047	69,686	70,233	71,782	73,603
23	61,579	63,280	66,680	67,136	69,686	71,417	71,964	73,603	75,607
24	63,037	64,828	68,411	68,684	71,326	73,148	73,786	75,607	77,612
25	64,494	66,407	70,233	70,324	72,966	74,697	75,607	77,612	79,798
26	66,994	68,907	72,733	72,824	75,466	77,197	78,107	80,112	82,298

YEAR 1
FY'10 ASSISTANT/TECHNICIAN SCHEDULE

	Annual Salary
1	17,816
2	18,529
3	19,241
4	19,954
5	20,667
6	21,379
7	22,092
8	22,804
9	23,517
10	24,230
11	24,942
12	25,655
13	26,368
14	27,080
15	27,793
16	28,506
17	29,218
18	29,931
19	30,644
20	31,356

FY' 2011 TEACHERS SALARY SCHEDULE

Steps	ND	AA	BA	BA+15	BA+30/MA	MA+15	MA+30	MA+45	MA+60/PhD/EdD
1	37,156	37,528	38,271	39,386	40,500	41,615	42,730	43,287	44,402
2	37,528	38,147	39,386	40,500	41,615	42,730	43,844	44,402	45,517
3	37,899	38,766	40,500	41,615	42,730	43,844	44,959	45,517	46,631
4	38,271	39,386	41,615	42,730	43,844	44,959	46,074	46,631	47,746
5	39,386	40,500	42,730	43,844	44,959	46,074	47,189	47,746	48,861
6	40,500	41,615	43,844	44,959	46,074	47,189	48,303	48,861	49,975
7	41,615	42,730	44,959	46,074	47,281	48,396	49,418	49,975	51,276
8	42,730	43,844	46,074	47,189	48,489	49,604	50,533	51,276	52,576
9	43,844	44,990	47,281	48,396	49,697	50,811	51,833	52,576	53,877
10	44,959	46,136	48,489	49,604	50,904	52,298	53,134	53,877	55,363
11	46,074	47,281	49,697	50,811	52,390	53,784	54,434	55,363	56,849
12	47,281	48,489	50,904	52,112	53,877	55,270	55,920	56,849	58,335
13	48,489	49,789	52,390	53,412	55,363	56,756	57,407	58,335	59,822
14	49,697	51,090	53,877	54,806	56,849	58,243	58,893	59,822	61,308
15	50,904	52,390	55,363	56,199	58,335	59,729	60,379	61,308	62,887
16	52,390	53,877	56,849	57,685	59,822	61,308	61,865	62,887	64,466
17	53,877	55,363	58,335	59,171	61,308	62,887	63,352	64,466	66,138
18	55,363	56,849	59,822	60,658	62,887	64,466	64,931	66,138	67,810
19	56,849	58,335	61,308	62,144	64,466	66,045	66,510	67,810	69,575
20	58,335	59,853	62,887	63,723	66,045	67,717	68,182	69,575	71,340
21	59,822	61,370	64,466	65,302	67,717	69,389	69,854	71,340	73,198
22	61,308	62,949	66,231	66,881	69,389	71,061	71,619	73,198	75,056
23	62,794	64,528	67,996	68,461	71,061	72,826	73,384	75,056	77,099
24	64,280	66,107	69,761	70,040	72,734	74,591	75,242	77,099	79,143
25	65,767	67,717	71,619	71,712	74,406	76,170	77,099	79,143	81,372
26	68,267	70,217	74,119	74,212	76,906	78,670	79,599	81,643	83,872

YEAR 2
FY'11 ASSISTANT/TECHNICIAN SCHEDULE

	Annual Salary
1	18,009
2	18,730
3	19,450
4	20,170
5	20,891
6	21,611
7	22,331
8	23,052
9	23,772
10	24,492
11	25,213
12	25,933
13	26,654
14	27,374
15	28,094
16	28,815
17	29,535
18	30,255
19	30,976
20	31,696

FY '2012 TEACHERS SALARY SCHEDULE

Steps	ND	AA	BA	BA+15	BA+30/MA	MA+15	MA+30	MA+45	MA+60/PhD/EdD
1	38,065	38,445	39,207	40,349	41,491	42,632	43,774	44,345	45,487
2	38,445	39,080	40,349	41,491	42,632	43,774	44,916	45,487	46,629
3	38,826	39,714	41,491	42,632	43,774	44,916	46,058	46,629	47,771
4	39,207	40,349	42,632	43,774	44,916	46,058	47,200	47,771	48,913
5	40,349	41,491	43,774	44,916	46,058	47,200	48,342	48,913	50,055
6	41,491	42,632	44,916	46,058	47,200	48,342	49,484	50,055	51,197
7	42,632	43,774	46,058	47,200	48,437	49,579	50,626	51,197	52,529
8	43,774	44,916	47,200	48,342	49,674	50,816	51,768	52,529	53,862
9	44,916	46,090	48,437	49,579	50,912	52,054	53,100	53,862	55,194
10	46,058	47,264	49,674	50,816	52,149	53,576	54,433	55,194	56,716
11	47,200	48,437	50,912	52,054	53,671	55,099	55,765	56,716	58,239
12	48,437	49,674	52,149	53,386	55,194	56,621	57,287	58,239	59,762
13	49,674	51,007	53,671	54,718	56,716	58,144	58,810	59,762	61,284
14	50,912	52,339	55,194	56,145	58,239	59,666	60,333	61,284	62,807
15	52,149	53,671	56,716	57,573	59,762	61,189	61,855	62,807	64,425
16	53,671	55,194	58,239	59,095	61,284	62,807	63,378	64,425	66,042
17	55,194	56,716	59,762	60,618	62,807	64,425	64,900	66,042	67,755
18	56,716	58,239	61,284	62,141	64,425	66,042	66,518	67,755	69,468
19	58,239	59,762	62,807	63,663	66,042	67,660	68,136	69,468	71,276
20	59,762	61,316	64,425	65,281	67,660	69,373	69,849	71,276	73,084
21	61,284	62,870	66,042	66,899	69,373	71,086	71,562	73,084	74,988
22	62,807	64,488	67,850	68,517	71,086	72,799	73,370	74,988	76,891
23	64,329	66,106	69,658	70,134	72,799	74,607	75,178	76,891	78,984
24	65,852	67,723	71,467	71,752	74,512	76,415	77,081	78,984	81,078
25	67,375	69,373	73,370	73,465	76,225	78,033	78,984	81,078	83,362
26	69,875	71,873	75,870	75,965	78,725	80,533	81,484	83,578	85,862

YEAR 3
FY'12 ASSISTANT/TECHNICIAN SCHEDULE

	Annual Salary
1	18,306
2	19,039
3	19,771
4	20,503
5	21,235
6	21,968
7	22,700
8	23,432
9	24,164
10	24,897
11	25,629
12	26,361
13	27,093
14	27,826
15	28,558
16	29,290
17	30,022
18	30,755
19	31,487
20	32,219

Appendix D

Personal Leave Request Form

According to Article VII of the Negotiated Agreement and Contract between the Board and the Association:

Personal leave shall be used only for the conduct of business which may not reasonably be conducted during non-school days or hours. Personal leave shall in no event be utilized for purposes of recreation, travel (except as incidental to an appropriate purpose), participation in a work stoppage or employment confrontation of any kind, or to perform any act which may directly produce taxable income (other than the sale of the employee's principal residence). Personal leave in all cases except unforeseen emergency requires one day (24 hours) advance written notice to the Director (or his/her designee). Employees will be required to complete the personal leave form as provided in Appendix D of this Agreement. No more than ten (10) percent of the employees will be granted personal leave on any one day. Personal leave days are not to be used immediately before or after a holiday, vacation or recess period, or during the first or last five (5) employment days of the school term except in an extreme emergency. At the end of the school year, all unused personal leave days shall be added to the individual's accumulated sick leave. Personal leave may be taken in units of full days or half days.

In keeping with this Agreement, I am requesting a half-day AM half day PM full day of personal business on _____ and certify this request meets the conditions of Article VII of the Negotiated Agreement and Contract between the Board and the Association, as stated above.

Employee's Signature

Director's Signature (or his/her designee)

Employee's Name Printed

Date of Request

Date

Appendix E

Service Bonus Payment Request Form

According to Article IX, (H)(1)(D) of the Negotiated Agreement and Contract between the Board and the Association:

The retiring employee may choose one of the following two options for payment of the “Service Bonus.”

- Service bonus to be paid within 30 days of the final day of employment for DAOES, retirement and receipt of final paycheck for regular earnings.

 - Service bonus to be paid between January 1 and January 31 following the final day of employment for DAOES.
-

Employee’s Signature

Director’s Signature (or his/her designee)

Date of Request

Date

LETTERS OF UNDERSTANDING

The following letters of understanding are provided for informational purposes only. They merely serve to provide a common understanding of part of the history of the collective bargaining process. These letters of understanding were accomplished during the negotiations that led to the negotiated agreement, with the understanding that the letters would not be part of the Agreement. However, the parties agreed to include the letters as a convenience to the Association and the Board, and as such the substance of the letters is not subject to the contractual grievance procedure.

1. Telephones: Cordless phones will be provided in area where safety concerns warrant, as jointly determined by the faculty and administration. Staff members are invited to submit a statement of need for a cordless phone. If joint agreement is not reached, the request will be forwarded to the Director for review.
2. Field Trips: Cellular phones will be provided in quantities determined by the Administration whenever staff members are supervising students on a field trip. The cell phones are to be used to maintain contact between DAOES staff members and students. Staff members are expected to communicate the cell phone numbers to students for use during the field trip.
3. Weekend Notifications: Teachers who are required to communicate with students by phone over the weekend to confirm assigned internships will be allowed to check out a cell phone from DAOES on Friday and will be required to return the phone on Monday. Use of the phone is strictly limited to work-related phone calls.
4. ESLP and Saturday Cosmetology: Teachers will promptly notify the Administration if absent. Administration will be responsible for notifying students of class cancellations.
5. Student Discipline Referral Process: The Dean will complete the referral form and return it to the teacher with a notation of the disciplinary recommendation made to the student's home school district. The Dean will follow up with the student's home district when the discipline is for a major infraction.