

# AGREEMENT

between the

SANDOVAL COMMUNITY  
UNIT SCHOOL DISTRICT  
BOARD OF EDUCATION

and the

SANDOVAL EDUCATION  
ASSOCIATION

2007-2010

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## PREAMBLE

This Agreement between the Board of Education of District 501, Marion County, Illinois, and the certified employees if the district incorporates a number of understandings arising from the mutual belief that the primary goal of the Unit is to provide the best education possible for all students in the district. The achievement of this goal can be attained only through the cooperation of everyone concerned. Toward this end, the Board of Education and the Sandoval Education Association enter into this Agreement.

## ARTICLE I

### RECOGNITION

1.1 The Board of Education of School District 501, Marion County, Illinois, hereinafter referred to as the "Board", hereby recognizes the Sandoval Education Association IEA-NEA, hereinafter referred to as the "Association", as the exclusive and sole negotiation agent for all certificated personnel except: Superintendent, Administrative Assistant, Principals, Assistant Principals, Athletic Director, and other full-time administrative or supervisory personnel having the authority to hire, transfer, assign, promote, discharge, or discipline of employees or having the responsibility to make other recommendations.

1.2 The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement; furthermore, the Board agrees not to negotiate with any teacher individually during the duration of this Agreement on matters defined within the Agreement.

## ARTICLE II

### RIGHTS

2.1 The Board shall not discriminate against any teacher by reason of his/her membership on any committee or participation in negotiation or discussion with the Board.

2.2 All parties to this Agreement shall comply with the law with respect to non-discrimination for reasons of race, creed, sex, age, or national origin.

2.3 When a teacher is required to appear before the Board under circumstances which might adversely affect his/her employment or salary, the teacher may, if he/she so requests, be accompanied by one person of his/her choice.

2.4 Each teacher shall have the right, upon request, to review the contents of said teacher's personnel file and to place therein written reactions to any of its contents, excepting for confidential communications not required by law to be disclosed.

2.5 Whenever any rights or benefits accorded teachers under the School Code of the State of Illinois exceed the benefits accorded teachers elsewhere in this Agreement, then such rights, responsibilities, and benefits shall be subject to negotiations for inclusion when this Agreement expires.

2.6 The duties, power, authority and responsibility of the Board under the School Code of the State of Illinois and other applicable laws or regulations shall not be reduced, increased or otherwise changed or modified by this Agreement.

2.7 Each teacher shall have the right to join any and all organizations, associations, unions, clubs, churches, or political parties as he/she may desire and may pay such dues and make such contributions thereto as he/she may desire without interference from the Board.

2.8 The teachers shall not unreasonably be denied the following:

- A. The use of school buildings for meetings of local association.
- B. The use of employee mail boxes, interschool mail, and school bulletins for the purpose of internal communications with prior approval of the superintendent.
- C. The use of school typewriters and duplicating machines. Authority for deciding reasonable use shall be vested in the superintendent. Any proposed use of school equipment or facilities creating direct costs to the District shall, prior to such use, be discussed with the superintendent for the purpose of making arrangements to reimburse the school district.

2.9 The Board agrees to deduct from each member teacher's salary the current dues of the Association under the following conditions:

- A. The President of the Association shall, by the first Tuesday in October of each year, provide the Superintendent's Office a list of those members who desire to have the dues deducted from their salary. Such list shall also show the amount of the dues and exhibit an authorizing signature of each person on the list. For teachers employed after the first Tuesday in October, the President of the Association shall provide the Superintendent's Office with the necessary authorizing forms, as referred to in above paragraph, by the first Tuesday of the month following their employment.
- B. Dues shall be deducted in not more than ten equal installments beginning in October.
- C. The check for dues deducted shall be made payable to the "Sandoval Education Association" and be remitted to the President of the organization not later than 10 days after such deductions are made.

## ARTICLE III

### EMPLOYMENT CONDITIONS

3.1 Following consultation with a committee of members eligible by the recognized organization, the superintendent shall recommend to the Board for adoption a school calendar.

3.2 The teacher workday shall begin twenty (20) minutes before the start of the regular class time. The workday shall be concluded when, in the teacher's professional judgment, his/her work for the day is finished, but not less than twenty (20) minutes after the last bell, unless an earlier time has been approved by the superintendent or his/her designee. This does not limit the right of the administration to assign on a regular basis supervisory duties outside the specified workday. When teachers are assigned supervisory duties of twenty (20) minutes or less before the start of regular class time or after the last bell, then teachers will be given equivalent compensation time, which shall not be cumulative. By mutual agreement with the building principal, the teacher may take compensation time at a later date. When teachers are assigned supervisory duties of more than twenty (20) minutes before the start of regular class time or after the last bell, then teachers will be paid \$15.00 per hour for the duty.

3.3 If a teacher be required to teach during his/her preparation period, then he/she shall be entitled to extra pay as stated in Appendix II.

3.4 Compensation for those extra duties listed in Appendix II shall be so listed, if the positions are approved by the administration or Board of Education.

3.5 This does not eliminate the right of the Board to assign non-paid duties.

3.6 The teacher is primarily responsible for control, management, and maintenance of pupil discipline in the classroom. The administration will assist if requested by a teacher to the extent that such is practicable.

3.7 Teachers shall report absences promptly, turn in reports as requested, attend meetings, and perform other duties as may be requested by the administration.

3.8 Teachers shall be expected to prepare and have available at all times and leave in the classroom an adequate outline of work to be done by the substitute in case of teacher absence.

3.9 All teachers shall, as soon as in the judgment of the administration is practicable, be informed of their teaching assignments for the next succeeding year. The goal shall be to notify teachers before June 15, prior to the opening of the next succeeding school year. In the event that changes are made, the teacher, if possible, will be notified. If such occurs after time of teacher resignation grace, the teacher may, if such change is not acceptable, resign.

3.10 Teachers may order classroom supplies and instructional aids within the attendance centers budgetary limitations. Building principals are responsible for making final distribution of budgets.

3.11 Summer School and Reading Improvement may work on a flexible schedule subject to the approval of the superintendent.

## ARTICLE IV

### TEACHER EVALUATION

4.1 The following evaluation procedure shall be to formally evaluate effectiveness of classroom teaching, improve the quality of instruction, provide guidance for the teacher and attempt to assist the teacher to remediate deficiencies observed by the evaluator. While teacher performance in the classroom is of primary concern, it is agreed that teachers have other obligations and responsibilities which, if not met in a satisfactory manner, can prove to be deleterious to the teacher's overall effectiveness.

4.2 Every effort will be made to evaluate in writing, via a classroom visitation, those teachers not on continued contractual status at least two (2) times each school year, one (1) time during the first semester, and one (1) time during the second semester. For those teachers who are in their first year with the district, frequent visitation by the principal should be made during the first weeks of the school year.

4.3 Every effort shall be made to formally evaluate those teachers on continued contractual status at least one (1) time every other school year.

4.4 Teachers shall make positive efforts to improve the quality of teaching and to eliminate any deficiencies noted in the evaluation.

4.5 The administration shall orient the teachers as to the evaluation procedures and instruments. No formal evaluation shall take place until orientation has been completed.

4.6 The administration agrees to consult with a committee from members eligible in designing evaluation instruments from time to time; however, the right to determine the instrument and evaluative criteria remains with the Board.

4.7 A conference with the teacher shall be scheduled within five (5) school days following the evaluation for the purpose of discussing its contents.

4.8 Agreeing to the procedures delineated in sections above does not limit the right of management to utilize informal observations, insubordination, or other evaluative criteria for considering competency of any employee. However, any informal evaluation which might be harmful to the teacher shall be reduced to writing and given to the teacher.

4.9 Any grievance filed relative to this article shall be limited to violations of the specified procedures. All other aspects of evaluation, including but not limited to criteria, instruments, personalities, and placement shall not be grievable.

## ARTICLE V

### REPRESENTATION REFERENDUM

5.1 A petition bearing the signatures of 30 per cent of the eligible members of the bargaining unit may be filed for an election to determine the bargaining representative or "no representative." This petition shall be filed with the Illinois Education Labor Relations Board between January 15 and March 1 of the year in which this Agreement terminates. The ballot used in the election shall include "no representative" among the choices. If the referendum is certified as valid, the organization receiving a majority of the votes cast in any such referendum shall be declared the exclusive representative and shall be recognized as such by the Board. If the choice "no representative" receives a majority of the votes then the Board will not recognize any representative for at least twelve (12) months thereafter. If neither alternative receives a majority, a runoff election will be held between the two (2) choices receiving the most votes.

5.2 There shall be no more than one such valid referendum during any one school term.

5.3 All matters pertaining to the referendum shall be established by the Illinois Educational Labor Relations Board.

## ARTICLE VI

### TEACHER COMPENSATION AND FRINGE BENEFITS

6.1 The basic salary schedules for the 2007-2010 school year shall be set forth in Appendix I which is attached to and incorporated into this Agreement.

6.2 The extra pay schedule shall be set forth in Appendix II, which is attached to and incorporated into this agreement. Extra pay jobs are defined as those for which an extra increment has been established and exhibited in Appendix II. It is agreed that in securing people to perform the services referred to in the extra pay schedule that the administration shall attempt to secure volunteers from among the teachers. The administration reserves the right to assign these duties.

6.3 All certified employees shall be paid semi-monthly over twelve months. Payroll dates shall be the tenth (10th) and the twenty-fifth (25th) of each month or the nearest prior workday should either or both of the above dates fall on a weekend or holiday.

6.4 For the 2007-2008 school year, the Board of Education shall pay a full single premium for each full time teacher. For 2008-2010, the Board shall pay a full single premium for each full-time teacher subject to a 40% cap over the two years based on the 2007-2008 rate. The Board shall apply the district's premium costs to the family plan. The negotiating team for the teachers comprised of three teachers employed by the district shall make recommendations on the

specifications of the policy. The Board of Education and the Sandoval Education Association shall agree upon the carrier and the group plan with one company for at least one year.

6.5 The district shall forward the current TRS contribution on behalf of each teacher.

6.6 The district shall pay for the full THIS contribution up to 1% on behalf of each teacher.

6.7 The Board of Education shall pay \$3.00 per employee toward the premium of a group term life insurance policy. (As presented to and approved by the Board of Education at the May 19, 1980, school board meeting.)

## ARTICLE VII

### LEAVES

7.1 Teachers in service to this district for 10 or fewer years receive 12 sick days; 11-20 years receive 13 sick days; and 21 or more years receive 14 sick days. All teachers shall be allowed to accumulate three hundred forty (340) sick leave days. Teachers who accumulate sick leave days beyond the maximum number of sick leave days at the end of a year will be paid the current substitutes daily pay times the number of unused days beyond. Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family. The Board may require a physician's certificate as a basis for pay during leave after an absence of three (3) days for personal illness, or as it may be deemed necessary in other cases. Teachers will allow two (2) days bereavement leave for immediate family without charge to sick leave. Immediate family is interpreted to mean spouse, mother, father, sister, brother, or child, grandparent, grandchild, or corresponding relative to the spouse of a teacher. When approved by the administration, a teacher may take sick leave to attend the funeral of other relatives or close personal friends. Employees can use sick leave for court appearances involving immediate family as defined in the sick leave portion.

7.2 Teachers of District 50l shall be entitled to two (2) paid personal leave days and one (1) unpaid personal leave day. Teachers have the option to use paid or unpaid leave. The salary of those taking the unpaid personal leave day shall be reduced by an amount equal to the cost of obtaining a substitute during the absence and that such absence is approved by the administration.

The following stipulations shall apply to personal leave:

1. Non-accumulative.
2. Personal leave may be used in conjunction with school holidays or vacation subject to the approval of the superintendent.
3. Personal leave days are subject to the availability of a substitute.
4. Principals have the obligation to contact all substitutes on the Board approved list of substitutes.
5. Unused paid personal days will be credited to sick leave unless the maximum number of sick leave days has been reached at which time the holder of the unused paid

personal leave day will receive payment of a substitute teacher's pay for that unused day.

7.3 Teachers shall, and may be required to, use sick leave when ill or injured. Teachers shall not use sick leave except on occasions specifically set out herein.

7.4 Tenure teachers may be granted a leave of absence without pay for one year with no loss of tenure, if approved by the Board, for reasons which are in the best interest of the district.

#### 7.5 Voluntary Sick Leave Bank

Any Sandoval Education Association member covered under the terms of this Agreement shall be eligible to participate in a voluntary sick leave bank. Such teachers who desire to participate in the voluntary sick leave bank shall submit written notice of intent to so participate on a form provided by the Association. The intent of the bank is to provide additional financial protection to those teachers who incur a period of prolonged illness or hospitalization, as verified in writing by a physician. It remains the intent of both parties to strive to retain good attendance in the District. It is not the purpose of this bank to provide additional days to teachers who have exhausted their accumulated sick leave and are applying for days because of common colds or some other temporary, commonplace illness. Authorized withdrawals by participating teachers from the sick leave bank shall be made only upon approval of the sick leave bank committee, and their decision shall be final. No one shall draw from the bank until a doctor's certificate of illness is provided to the committee, and has depleted his or her accumulated sick leave. Members of the sick leave bank committee will be selected by the Sandoval Education Association. The sick leave bank committee may consider additional requests in the event of catastrophic illness or injury of other family members.

#### 7.6 Adoption Leave

A certified employee, upon written request and approval from the Board of Education, may utilize accrued sick leave days, with pay, for the purpose of leave due to the adoption of a child. The approved leave allows an employee to use a maximum of thirty (30) consecutive sick leave days following the adoption.

7.7 A certified employee, upon written request and approval from the Sandoval Board of Education, may utilize accrued sick days with pay for the purpose of leave resulting from disability due to the birth of a child. In addition, an employee may use FMLA after sick leave is exhausted.

## ARTICLE VIII

### RULES AND POLICIES GOVERNING APPLICATIONS OF SALARY SCHEDULE

8.1 Teachers shall be given increases on the salary schedule for additional college coursework. Courses beyond the Bachelor's Degree and up to the Master's Degree and beyond must be a part of an organized program of study leading to an advanced degree in education or must have prior written approval of the administration. Correspondence from the college that extra hours will be applied toward the advanced degree may be required by the Board. Prior approval shall be interpreted to mean that the teacher has made written application to the superintendent, listing and briefly describing the course(s) to be taken, with written approval having been given before the initial meeting of the course(s) involved. Having met the stipulations of this paragraph, teachers will be reimbursed at \$125 per semester hour credit up to five (5) hours per semester. Payment is subject to presentation of transcript of satisfactory completion of the course. For purposes of reimbursement for tuition, the teacher may present a completion of course evidence available through the internet. For horizontal movement on the salary schedule, the teacher must present an official transcript from the college/university.

8.2 Teachers may be required to study certain courses in a recognized institution or attend in-service institutes and workshops, whenever, in the opinion of the Board or the superintendent, it becomes necessary for the welfare of the school. Hours acquired will be counted on the salary schedule. Any teachers taking courses required by the Board will be reimbursed at \$125 per semester hour credit up to five (5) hours per semester. Payment is subject to presentation of transcript as evidence of satisfactory completion of the course.

8.3 When, by reason of added training, a teacher is eligible to advance on the salary schedule, written application for such advancement must be on file in the Superintendent's Office not later than the first official day of the school year in which advancement is sought. Official transcripts supporting such applications must be on file not later than October 10 of the same year.

8.4 Upon Retirement into a pension program governed by the Illinois Teacher's Retirement System (TRS), a teacher who has ten (ten) or more years of continuous service in District 501 shall be entitled to either:

1. Use all or part of such accumulated sick leave as such teacher may have at the time of his or her retirement as TRS service credit: or
2. Receive compensation for such accumulated sick leave days as the employee does not use as TRS service credit, payable at the daily substitute rate effect at the time of retirement, provided that in no case shall the number of paid accumulated sick leave days exceed three hundred forty (340) days. Such payment shall be made after the employee's retirement and after the issuance of the employee's last paycheck whichever is later, but in no case later than sixty (60) days after the employee's last day of service to the District.

Notification of retirement shall be given to the superintendent prior to March 1 of the year of retirement. If such notice is not given, there shall be no payment for accumulated sick leave.

The board may waive the March 1 deadline in case of the death of a teacher while in the service of District 501, in which case the teacher's estate shall receive an equal amount to the amount of pay for accumulated sick leave entitlement at the time of death.

8.5 A teacher called to jury duty shall, upon his/her request, be granted leave with pay, less the statutory juror's fee, for each day or part thereof of required actual attendance in court.

8.6 Faculty members may attend a limited number of educational conferences related to their professional fields of interest subject to approval of the administration. They shall be reimbursed by the administration.

## ARTICLE IX

### GRIEVANCE PROCEDURE

9.1 Procedures - The parties hereto acknowledge that it is usually most desirable for an employee and the employee's immediately involved supervisor to resolve problems through free and informal communications. When requested by the employee, an Association representative may accompany the employee to assist in the informal resolution of the grievance. If, however, the informal process fails to satisfy the aggrieved party, a grievance may be processed as follows:

9.1.1 STEP I - The aggrieved party may present the grievance in writing to the immediately involved supervisor, who will arrange for a meeting to take place within five (5) school days after receipt of the grievance. The Association's representative, the grievant, and the immediately involved supervisor shall be present for the meeting. Within four (4) school days of the meeting the aggrieved party shall be provided with the supervisor's written response, including the reasons for the decision.

9.1.2 STEP II - If the grievance is not resolved at Step I, then the aggrieved party may refer the grievance to the superintendent or the superintendent's official designee within ten (10) school days after receipt of the Step I answer. The superintendent shall arrange with the aggrieved party for a meeting to take place within five (5) school days of the superintendent's receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary. Within five (5) school days of the meeting, the aggrieved party shall be provided with the superintendent's written response, including the reasons for the decision.

9.1.3 STEP III - If the grievance is not resolved at Step II, the aggrieved party may request a meeting with the Board of Education within ten (10) school days after the receipt of the Step II decision. The Board of Education will be convened within fifteen (15) school days of the request. At such meeting the aggrieved party may present a reasonable number of relevant witnesses.

9.1.4 STEP IV - If the aggrieved party is not satisfied with the disposition of the grievance at Step III, the aggrieved party may submit the grievance to final and binding arbitration under Voluntary Labor Arbitration Rules of the American Arbitration Association, which shall act as the administrator of the proceedings. If a demand for arbitration is not filed within twenty (20) school days of the date for the Step III answer, then the grievance shall be deemed withdrawn.

9.1.5 Board - Administration Cooperation - The Board and the administration shall cooperate with the Association in the investigation of any grievance.

9.2 No Reprisals Clause - No reprisals shall be taken by the Board or the administration against any employee because of the employee's participation in a grievance.

9.3 Filing of Materials - All records related to a grievance shall be filed separately from the personnel files of the employees.

9.4 Grievance Withdrawal - A grievance may be withdrawn at any level without establishing precedent.

9.5 No Written Response - If no written decision has been rendered within the time limits indicated by a step, then the grievance may be processed to the next step.

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

## ARTICLE X

### NEGOTIATIONS PROCEDURE

10.1 The parties shall commence bargaining for a successor agreement not earlier than March 1 nor later than April 15 of the year that this Agreement expires and shall bargain as per the Illinois Education Labor Relations Act and its Rules and Regulations.

10.2 It is agreed that the parties will jointly request the Federal Mediation and Conciliation Service when both parties to this agreement agree an impasse situation exists. Should FMCS be unavailable, the parties shall immediately commence discussions as to a replacement.

10.3 The Board of Education will furnish the Association with a copy of this master contract within thirty (30) days of ratification.

## ARTICLE XI

### SENIORITY AND REDUCTION IN FORCE

11.1 Current seniority lists shall be posted by the superintendent by December 15 of each school year, and tenured teachers shall have fifteen (15) school days from the date the lists are posted to notify the superintendent of any suspected errors in the seniority lists and to provide documentation supporting same as soon as documentation becomes available. Final seniority lists for the current school term shall be posted by the superintendent not later than February 15. The Board shall bear the expense for all credential evaluations requested by the Board to be made of any institution or agency.

11.2 If reduction in staff seems imminent by reason of decreased enrollment, financial limitations, or other reasons, the SEA Negotiations Committee will be consulted at the earliest possible time. If reduction in staff does, in fact, become necessary, the following procedures will be followed:

I. A teacher shall not acquire seniority in the district until he/she achieves tenure. Upon acquisition of tenure, the teacher shall be credited with seniority from the teacher's district. (Date of hire being defined as the date the Board takes official action to employ the teacher.)

II. A tenured teacher shall acquire one year of seniority for each complete year of full-time employment in the district. A tenured teacher working less than a complete year shall acquire fractional seniority calculated by dividing the number of days worked by the number of workdays in the school calendar. For purposes of this section, "days worked" shall be defined as days for which the teacher receives regular salary. Days for which the teacher does not receive regular salary shall not result in seniority credit. No teacher shall receive credit for more than a full year's seniority in any given school year.

The teachers who are on paid leaves of absences as included in this contract or as otherwise approved by the Board, shall continue to acquire seniority. Such leaves will not constitute a break in service.

Teachers who are on unpaid leaves of absences as included in this contract or otherwise approved by the Board will not acquire seniority during the time they are on leave. Such leaves will constitute a break in service, but the years of experience gained prior to the leave of absence will not be removed from the employee's seniority position. A part-time teacher or a teacher who is reduced to less than full-time either at the teacher's request or by action of the Board shall acquire a fraction of a year's seniority according to the following:

If the teacher is required to teach a portion of each day, seniority is calculated by dividing the number of hours the teacher is required to be at school divided by the number of days required of full-time teachers.

If the teacher is required to teach whole days but not whole weeks, seniority is calculated by dividing the number of days the teacher is required to work divided by the number of days required of full-time teachers.

Reduction to less than full-time does not constitute a break in service.

III. In the event of a reduction in the number of tenured teachers, teachers shall be laid off in accordance with the current seniority lists.

IV. Seniority shall be determined as follows:

- A. Those with one year or less of seniority.
- B. Those with more than one year but less than two years of seniority
- C. Those with more than two years but less than three years of seniority.
- D. Those with more than three years but less than four years of seniority.
- E. Etcetera.
- F. If two or more teachers have equal seniority, their horizontal position on the salary schedule (i.e., those with the higher number of hours being the most senior, i.e., Bachelors being low, Masters plus 16 being high) will control their position. If they continue to be tied, the teacher hired first at the Board meeting is the most senior.

V. Tenured teachers dismissed honorably for reason of reduction in force shall be eligible for recall for a period beginning with their layoff and ending one (1) calendar year after the beginning of the school term following their receipt of a Notice of Reduction in Force Layoff.

Should a vacancy or vacancies exist within the school district during the period one or more teacher(s) is on layoff and eligible for recall, and where one or more teacher(s) is legally qualified to fill the position(s) in its entirety, the Board shall recall a teacher(s) on layoff before it fills the position(s) with an employee(s) new to the district. Where more than one teacher on layoff and eligible for recall is qualified to fill the vacancy, the Board shall tender an offer to the teacher with the most seniority as determined by the teacher's date of layoff.

VI. It shall be the responsibility of each teacher subject to recall to apprise the Board in writing of said teacher's mailing address at the time of layoff and to each mailing address change during the recall period. The Board's obligation to recall shall be met where it sends by certified mail an offer of recall to a teacher on layoff, posted to the teacher at the last mailing address the teacher has provided the Board. The teacher shall have fifteen (15) days from the postmark date on the recall offer to respond to such offer. If the Board does not receive such response before the fifteen (15) day period has elapsed, the teacher will be presumed to have rejected the offer.

Any Board offer of a full-time position to a teacher on layoff and subject to recall, rejected by the teacher, will discharge all Board obligations to the teacher to offer future recalls from the instant layoff.

VII. Recalled tenured teachers shall have the same accumulated sick leave, salary schedule position and seniority they had when honorably dismissed. Any tenured teacher with recall rights may be added to the approved substitute teachers' list if requested by the teacher.

## ARTICLE XII

### VACANCIES AND TRANSFERS

#### 12.1 Vacancies

- A. When a vacancy occurs, teachers, with seniority shall be given full consideration before a position is filled, however, seniority shall not be the governing factor and shall not prevent the appointment of an applicant with less seniority whose abilities and qualifications are greater than those of the senior teacher.
- B. When a vacancy of new position occurs during the school year, the Superintendent shall have posted in all faculty lounges a notice of all vacancies and new positions. Such notices shall be accompanied by a job title and minimum qualifications. For vacancies or new positions that occur during June, July and August, notices shall be posted on the bulletin board across from the office of the Superintendent at the high school and mailed to any currently employed teacher who requests such notices prior to the end of the current school year.
- C. No vacancy shall be filled within ten (10) working days after posting providing that nothing herein shall prevent the administration from filling a vacancy on a temporary basis. In the event the senior employee does not receive the position, he/she shall be notified by the Superintendent and given the reasons. The decision of the Superintendent shall be binding.

## ARTICLE XIII

### FAIR SHARE AGREEMENT

13.1 Each bargaining unit member, 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, shall join the Association or pay a fair share fee to the Association for collective bargaining and contract administration which appropriately are shared by all teachers who are beneficiaries of this Agreement, except as provided below:

Employees who were hired on or before August 15, 1997, and who were nonmembers of the Association on August 15, 1997, are exempt from the above provisions. It is agreed that new employees hired after August 15, 1997, are subject to the fair share provision, as well as members who quit the Association after that date. Upon ratification of this Agreement, the

Association shall provide the Superintendent's Office with a list of exempt employees with the Board having the right to verify such status.

13.2 In the event that the bargaining unit member does not pay his/her fair share fee directly to the Association by a certain date as established by the Association, the Board shall deduct the sum equivalent to the teacher's share of the costs of the services rendered by the Association for collective bargaining and contract administration as annually certified in writing by the Association to the Board in equal payments from the regular salary check to the teacher in the same manner as it deducts for members of the Association, provided:

- A. The Association has posted the appropriate notices of imposition of such fair share fee in accordance with the rules and regulations of the Illinois Educational Labor Relations Board, and
- B. The Association has annually certified in writing to the Board the amount of such fair share fees and has annually certified in writing to the Board that such notice has been posted.

13.3 In the event of any legal action against the Employer brought in a court or administrative agency of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

- A. The Employer gives immediate notice of such action in writing to the Association and permits the Association intervention as a party if it so desires, and
- B. The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and appellate levels.

13.4 The Association agrees that in any action so defended it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's compliance with this Article.

It is expressly understood that this save harmless provision will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this Article.

13.5 The obligation to pay a fair share fee will not apply to any employee who, on the basis of a bonafide religious tenet or teaching of a church or religious body of which such employee is a member, 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 nonreligious charitable organization as per Association policy and the Rules and Regulation of the Illinois Educational Labor Board.

ARTICLE XIV

EFFECT OF AGREEMENT

14.1 The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties. The terms and conditions may be modified only through the written mutual consent of the parties.

14.2 Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that article, section, or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect.

14.3 In the event that state statute is passed which is contradictory to the contract, statute will automatically supersede contract and become part of contract language.

14.4 No Strike - The Association agrees that it will not, during the period of this Agreement, directly, or indirectly, engage in or assist in a strike.

14.5 Terms of Agreement - This Agreement shall be effective August 15, 2007, and shall continue in effect until August 15, 2010, and thereafter from year to year until modified by written agreement. Should any party desire to terminate, amend, or modify this Agreement, written notice of amendments, modifications or a date of desired termination shall be given by such a party to the other in writing prior to the date but not earlier than March 1 nor later than April 15 of the year that this agreement expires. Negotiations with respect to such desires may thereafter commence.

This Agreement is signed this \_\_\_\_\_ day of \_\_\_\_\_ 2007.

In witness thereof:

For the Sandoval Education Association:

\_\_\_\_\_, President

\_\_\_\_\_, Secretary

For the Board of Education, School District 501:

\_\_\_\_\_, President

\_\_\_\_\_, Secretary

## Appendix I

### 2007-2008 TRS Salary Schedule

Steps	BS	BS+8	BS+16	BS+24	MS	MS+8	MS+16	MS+24
0	28,752	29,289	29,797	30,333	30,843	31,383	31,890	32,397
1	29,449	29,985	30,495	31,029	31,541	32,077	32,588	33,099
2	30,146	30,681	31,193	31,725	32,239	32,771	33,286	33,801
3	30,844	31,377	31,891	32,421	32,937	33,467	33,983	34,499
4	31,541	32,072	32,588	33,116	33,635	34,163	34,681	35,199
5	32,239	32,767	33,286	33,811	34,332	34,858	35,379	35,900
6	32,936	33,464	33,983	34,508	35,030	35,554	36,077	36,600
7	33,634	34,159	34,680	35,203	35,726	36,251	36,774	37,297
8	34,331	34,856	35,378	35,900	36,424	36,946	37,470	37,994
9	35,026	35,553	36,074	36,597	37,121	37,643	38,167	38,691
10	35,723	36,248	36,769	37,292	37,816	38,341	38,864	39,387
11	36,421	36,945	37,467	37,989	38,512	39,035	39,560	40,085
12	38,017	38,555	39,460	40,000	41,114	41,661	42,210	42,759
13	38,731	39,268	40,179	40,720	41,842	42,391	42,942	43,493
14	39,444	39,982	40,899	41,440	42,573	43,122	43,671	44,220
15	40,156	40,695	41,620	42,161	43,305	43,852	44,402	44,952
16	40,871	41,409	42,339	42,880	44,035	44,582	45,131	45,680
17	41,583	42,120	43,060	43,600	44,764	45,313	45,861	46,409
18	42,297	42,833	43,781	44,276	45,493	46,043	46,592	47,141
19	43,010	43,547	44,498	45,040	46,224	46,772	47,322	47,872
20					46,953	47,503	48,052	48,601
21					47,683	48,235	48,783	49,331

Teachers beyond salary schedule will receive a 4% increase.

## Appendix I

### 2008-2009 TRS Salary Schedule

Steps	BS	BS+8	BS+16	BS+24	MS	MS+8	MS+16	MS+24
0	29,177	29,738	30,263	30,822	31,351	31,916	32,440	32,963
1	29,902	30,461	30,989	31,546	32,077	32,638	33,166	33,693
2	30,627	31,184	31,715	32,270	32,803	33,360	33,892	34,423
3	31,352	31,908	32,441	32,994	33,529	34,082	34,617	35,153
4	32,078	32,632	33,167	33,718	34,254	34,806	35,342	35,879
5	32,803	33,355	33,892	34,441	34,980	35,530	36,068	36,607
6	33,529	34,078	34,617	35,163	35,705	36,252	36,794	37,336
7	34,253	34,803	35,342	35,888	36,431	36,976	37,520	38,064
8	34,979	35,525	36,067	36,611	37,155	37,701	38,245	38,789
9	35,704	36,250	36,793	37,336	37,881	38,424	38,969	39,514
10	36,427	36,975	37,517	38,061	38,606	39,149	39,694	40,239
11	37,152	37,698	38,240	38,784	39,329	39,875	40,419	40,962
12	37,878	38,423	38,966	39,509	40,052	40,596	41,142	41,688
13	39,538	40,097	41,038	41,600	42,759	43,327	43,898	44,469
14	40,280	40,839	41,786	42,349	43,516	44,087	44,660	45,233
15	41,022	41,581	42,535	43,098	44,276	44,847	45,418	45,989
16	41,762	42,323	43,285	43,847	45,037	45,606	46,178	46,750
17	42,506	43,065	44,033	44,595	45,796	46,365	46,936	47,507
18	43,246	43,805	44,782	45,344	46,555	47,126	47,695	48,265
19	43,989	44,546	45,532	46,047	47,313	47,885	48,456	49,027
20					48,073	48,643	49,215	49,787
21					48,831	49,403	49,974	50,545

Teachers beyond salary schedule will receive a 4% increase.

## Appendix I

### 2009-2010 TRS Salary Schedule

Steps	BS	BS+8	BS+16	BS+24	MS	MS+8	MS+16	MS+24
0	29,590	30,177	30,719	31,302	31,850	32,442	32,983	33,523
1	30,344	30,928	31,474	32,055	32,605	33,193	33,738	34,282
2	31,098	31,679	32,229	32,808	33,360	33,944	34,493	35,041
3	31,852	32,431	32,984	33,561	34,115	34,694	35,248	35,800
4	32,606	33,184	33,739	34,314	34,870	35,445	36,002	36,559
5	33,361	33,937	34,494	35,067	35,624	36,198	36,756	37,314
6	34,115	34,689	35,248	35,819	36,379	36,951	37,511	38,071
7	34,870	35,441	36,002	36,570	37,133	37,702	38,266	38,829
8	35,623	36,195	36,756	37,324	37,888	38,455	39,021	39,587
9	36,378	36,946	37,510	38,075	38,641	39,209	39,775	40,341
10	37,132	37,700	38,265	38,829	39,396	39,961	40,528	41,095
11	37,884	38,454	39,018	39,583	40,150	40,715	41,282	41,849
12	38,638	39,206	39,770	40,335	40,902	41,470	42,036	42,600
13	39,393	39,960	40,525	41,089	41,654	42,220	42,788	43,356
14	41,120	41,701	42,680	43,264	44,469	45,060	45,654	46,248
15	41,891	42,473	43,457	44,043	45,257	45,850	46,446	47,042
16	42,663	43,244	44,236	44,822	46,047	46,641	47,235	47,829
17	43,432	44,016	45,016	45,601	46,838	47,430	48,025	48,620
18	44,206	44,788	45,794	46,379	47,628	48,220	48,813	49,407
19	44,976	45,557	46,573	47,158	48,417	49,011	49,603	50,196
20					49,206	49,800	50,394	50,988
21					49,996	50,589	51,184	51,778

Teachers beyond salary schedule will receive a 4% increase.

Appendix II

	2007-08	2008-09	2009-10
Band	\$2279	\$2279	\$2279
Baseball (High School Fall)	1075	1075	1075
Baseball (High School Spring)	1504	1504	1504
Baseball (Junior High)	1075	1075	1075
Basketball (Boys' High School J.V.)	3291	3291	3291
Basketball (Boys' H.S. Varsity)	3679	3679	3679
Basketball (Boys' Junior High)	3679	3679	3679
Basketball (Girls' High School J.V.)	3291	3291	3291
Basketball (Girls' H.S. Varsity)	3679	3679	3679
Basketball (Girls' Junior High)	3679	3679	3679
Beta Club	772	772	772
Cheerleading (High School)	1552	1552	1552
Cheerleading (Junior High)	1162	1162	1162
Detention Supervisor (Per Session)	17	17	17
Golf	1075	1075	1075
Homebound Instruction (Per Hour)	31	31	31
Homecoming	758	758	758
Insurance Representative	No stipend, mileage, no use of sick or personal days		
Internal Substitute	18	18	18
Junior Class Co-Sponsor	969	969	969
Junior Class Co-Sponsor	969	969	969
Just Say No Sponsor	893	893	893
NEHS	772	772	772
Scholar Bowl (High School)	2212	2212	2212
Scholar Bowl (Junior High)	2212	2212	2212
Scholar Bowl Moderator (per meet)	46	46	46
Senior Class Sponsor	969	969	969
Softball	1504	1504	1504
Student Council	758	758	758
Summer School/Reading Imp. (per hr.)	29	29	29
Ticket Takers (Per Night)	30	30	30
Volleyball (High School)	2419	2419	2419
Volleyball (Junior High)	1933	1933	1933
Yearbook (Without Class)	1751	1751	1751
Yearbook (With Class)	966	966	966