

**AGREEMENT BETWEEN  
THE BOARD OF EDUCATION  
SANDOVAL CUSD #501**

**AND**

**SANDOVAL ESP EDUCATION ASSOCIATION**

**2007-2008  
2008-2009  
2009-2010**

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## **ARTICLE I**

### **RECOGNITION**

- 1.1 The Board of Education of Sandoval CUSD #501, hereinafter referred to as the "Board," recognizes the Sandoval ESP Education Association IEA/NEA, hereinafter referred to as the "Association" as the sole and exclusive negotiating representative for all regularly employed full-time and part-time non-certified educational employees employed by the Board except the Superintendent's secretary, District bookkeepers, and all supervisory, managerial and confidential employees as defined by the IELRA.

## ARTICLE II

### FUTURE NEGOTIATIONS

#### **2.1 Contract Modification**

The Association shall notify the Board if and when it desires to negotiate a successor agreement but not earlier than April 1 of the year of its expiration. Bargaining shall begin within forty-five (45) days.

#### **2.2 Mediation**

It is agreed that if the parties reach impasse or if either party believes a mediator would be helpful to the process, the parties will jointly request the Federal Mediation and Conciliation Service (FMCS) assist the parties in reaching agreement. Should FMCS refuse to assist, the parties shall immediately commence discussion as to a replacement. In the event that the parties cannot agree upon a replacement, the Illinois Educational Labor Relations Board shall be notified.

#### **2.3 Printing and Distribution of the Agreement**

Within thirty (30) days after this Agreement is signed, the board shall provide a sufficient number of copies for each bargaining unit member plus fifteen (15) additional copies.

## ARTICLE III

### GRIEVANCE PROCEDURE

#### 3.1 Grievance

Any claim by an employee or the Association that there has been a violation, misinterpretation or misapplication of the terms of this Agreement shall be a grievance.

#### 3.2 Time Limits

All time limits consist of school days, except that when a grievance is submitted fewer than ten (10) days before the close of the current school term or during the summer, time limits shall double and shall consist of all weekdays.

#### 3.3 Procedure

Nothing contained herein shall be construed as limiting the right of any employee having a complaint to discuss the matter informally with his/her immediate supervisor. If, however, the informal process fails to satisfy the employee or the Association, a grievance may be processed as follows:

#### 3.4 Step 1

The grievant may file a grievance within thirty (30) days of the event giving rise to the grievance, or the grievant's knowledge of the same, whichever is later, with the Building Principal of the building in which the employee has his/her principal duties, or with his/her immediate supervisor if the employee is not employed primarily at an attendance center. The Building Principal or immediate supervisor shall arrange for a meeting to take place with the grievant within ten (10) days of receipt of the grievance. The Principal or immediate supervisor shall issue his/her written response within ten (10) days of the Step 1 meeting. The failure of an employee or the Association to act on any grievance within the prescribed time limits will act as a bar to any further appeal, and an administrator's failure to give a decision within the prescribed time limits shall permit the grievant to proceed to the next step.

#### 3.5 Step 2

If the grievant is not satisfied with the disposition of the grievance at Step 1, the grievance shall be submitted to the Superintendent or the Superintendent's designee within ten (10) days of the administrator's response under Step 1 (or the date the administrator should have responded under Step 1 if the administrator fails to do so). The Superintendent shall arrange a meeting to take place with the grievant within ten (10) days of receipt thereof and shall issue his/her written response within ten (10) days of the date he (or his designee) received the grievance.

### **3.6 Step 3**

If the Association is not satisfied with the disposition of the grievance at Step 2, it may within thirty (30) days of the Step 2 response submit the grievance to final and binding arbitration under the voluntary labor arbitration rules of the American Arbitration Association, which shall act as the Administrator of the proceedings. The American Arbitration Association will be requested to provide a panel of arbitrators. Either party may reject an entire panel. If either side rejects a panel, AAA will be requested to provide a second panel of arbitrators.

Expenses for the arbitrator services shall be borne equally by the Board and Association.

The arbitrator shall have no power to add or delete from the Agreement. The arbitrator's decision shall be limited to interpretation and application of the express relevant language of the Agreement.

By-pass to arbitration - If the Board and the Association agree, a grievance may be submitted directly to arbitration without proceeding through Step 1 and Step 2.

The Board and Administration acknowledge the right of any employee to have representation in the processing of a grievance at any formal step. No employee shall be required to discuss his or her grievance, if the representative is absent. Grievances will be heard during non-school hours at a time agreed upon by both parties.

Grievances shall be reduced to writing and shall set forth the specific action complained of in the specific contractual provision or provisions of this Agreement which are violated by such action.

### **3.7 Class Grievance**

Grievances involving employees at more than one (1) work location may be initially filed by the Association at Step 2.

### **3.8 No Reprisals**

No reprisals shall be taken by the District against any employee because of the employee's participation or refusal to participate in a grievance.

### **3.9 Grievance Withdrawal**

Grievances may be withdrawn at any level without establishing precedent.

### **3.10 Grievance Records**

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

## ARTICLE IV

### ASSOCIATION RIGHTS

#### **4.1 Payroll Deductions**

- 4.1.1 The Board agrees to deduct Association membership uniformly levied by the Association from the pay of those employees who individually request it on a form approved by the Board.
- 4.1.2 Upon receipt of such written authorization Association dues shall be deducted in accordance with the procedures of the Board from the pay of each employee and shall be remitted to the Association within ten (10) days of the last day of the month, for that month.
- 4.1.3 The amount of deductions shall be specified by the Association to the payroll secretary at least thirty (30) days prior to the scheduled payroll date.
- 4.1.4 In the event an employee leaves employment or is terminated, any Association dues which are still outstanding shall be deducted from the employee's final payroll check, to the extent such funds are sufficient to pay remaining dues. In the event of death or retirement of an employee, any Association dues which are still outstanding for actual months worked shall be deducted from the employee's final check. The Association is responsible for providing an accurate statement of accounting of dues that will be deducted to the Administrative Assistant/Bookkeeper within fifteen (15) days of an employee ceasing to be employed by the District.
- 4.1.5 The Board is relieved of all liability for dues in arrears from insufficient earnings to cover remaining dues, irrespective of the cause thereof.
- 4.1.6 The Association shall indemnify, defend and hold the Board, the District and Administration harmless against any claim, demand, suit or liability arising out of any action taken by the Board in complying with this Article.

#### **4.2 Board Meetings - Notification**

The President of the Association shall be given written notice of any regular or special meeting or a notice of any emergency meeting of the Board, together with a copy of the agenda or statement of purpose for such meeting, if one exists.

#### **4.3 Board Policy Manual**

A board policy manual shall be made available in each school library.

#### 4.4 Fair Share

4.4.1 A bargaining unit member, as 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 as defined herein.

\* NOTE - This may not be used for grievances.

4.4.2 In the event that such bargaining unit member does not pay his/her Fair Share Fee directly to the Association by a certain date as established herein, the Board shall deduct from the salary of each member of the bargaining unit a Fair Share Fee equal to the Association's costs as exclusive bargaining representative. The Association shall certify, in writing, each school year the annual amount of such Fair Share Fee. The Association shall not, under any circumstances, claim or establish a Fair Share in excess of the dues uniformly required of members, or fees for contribution related to the election or support of any candidate for political office.

In addition to any other requirements of this provision, the Association shall in all ways comply with the rules of the IELRB, part 1125 "Fair Share Fee Objections."

4.4.3 Fair Share Fees shall be deducted on a monthly basis in the same fashion as is established for dues deduction. However, during the first year of this Agreement, Fair Share Fees shall be deducted in substantially equal installments for the months October through August (except for individual teacher aides, whose dues shall be deducted in the same number of months as they are paid), unless certification and notification is not completed in time for the October paychecks, in which case, the Fair Share deductions shall commence with the first month thereafter. Such fees shall be paid to the Association by the Board no later than ten (10) days following deduction. The Board is expressly relieved of obligation for Fair Share Fees in the following instances:

- A. Insufficient earnings to cover deductions. The Employer agrees to provide the Association reasonable notice of such insufficient funds.
- B. Unpaid Fair Share Fees where the District has complied with its deduction obligation under this provision.
- C. Employees no longer employed by the District or employees on unpaid leaves of absence.
- D. An amount equal to a Fair Share Fee is paid to a non religious charitable organization by those employees who object to such fees because of *bona fide* religious tenets or teachings of a church or religious body of which the employee is a member.

4.4.4 The obligation to pay a Fair Share Fee will not apply to employees who object to payment of a Fair Share Fee to the Association, on the basis of *bona fide* religious

tenets or teachings 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. Upon reasonable substantiation to the Association, and collection of the entire fee, the Association will make payment on behalf of the employee to the mutually agreeable non-religious charitable organization as per Association policy and the rules and regulations of the Illinois Educational Labor Relations Board.

- 4.4.5 The Association shall save, hold harmless and defend, through its own Counsel, the District, the Board of Education, its members, past members, officers, and employees from and against all claims or causes of action rising out of or connected with the Board's obligation for deduction of Fair Share Fees, and shall pay all costs, attorney's fees, damages, and other charges arising out of any such claim or cause of action, including, but in no way limited to those arising under the 1st and 14th Amendments of the Constitution of the United States.

If the Association is complying with its obligation under this Section, then the Association shall have no further obligations with respect to attorneys' fees or other expenses, including attorneys' fees and expenses incurred by the Employer. If the Association fails to defend the Employer, in accordance with this Section, then the Employer shall have the right to do so, and may recover from the Association all costs and expenses, including attorneys' fees, relating to such claim or action.

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 willful misconduct by the Board or the Board's imperfect execution of the express obligations imposed upon it by this Article.

The Board of Education agrees to give immediate notice of such action or claim in writing to the Association, and permit the Association to intervene, if it so desires. The Board shall give full and complete cooperation to the Association and its counsel in complying with reasonable requests to secure and give evidence, obtain witnesses, and make relevant information available to both trial and all appellate levels.

#### **4.5 Meetings, Notices and General Information**

The Association shall have the right to use the following:

- A. School buildings for meetings of the Association upon appropriate notice to the Building Principal and providing normal school operations or previously scheduled use by others is not interrupted.
- B. To the extent they otherwise exist, employee mailboxes and inter-school mail for the purpose of internal communications. In addition, the Association shall have the right to utilize one (1) employer designated bulletin board per building.

- C. Computers, typewriters, office equipment and photocopy machines providing the Association reimburses the District for the cost of materials used and provided prior to such use the superintendent or his designee approves the use. Approval shall not be unreasonably withheld.

## ARTICLE V

### EMPLOYEE RIGHTS

#### **5.1 Right of Representation**

When an employee is required to appear before the Board for purposes of discipline or discharge, the employee shall be entitled to written notice of the reasons for such meeting within a reasonable time prior to such meeting. The employee shall be entitled to have Association representation of his or her choosing at any such meeting.

When an employee is required to appear before a supervisor or administrator and is subject to an investigatory interview which the employee reasonably believes might result in discipline, the employee may request representation before proceeding with the interview. The employee need not respond to employer inquiries (but the employer may proceed to suspend with pay) without the employee having access to the Association representative of the employee's choosing.

#### **5.2 Personnel Files**

5.2.1 Only one (1) official file shall be kept for each employee in the District although the file may exist in multiple parts and locations.

5.2.2 Each employee may review the contents of his/her personnel file (in its entirety) upon reasonable notice during normal business hours, provided such inspection does not interfere with the operations of the Central Office. During any inspection, the Administration may have a representative present.

5.2.3 Employees may not remove any material from their files, provided any items of personal value are available to the employee at the time of termination of employment upon request. Non-classified materials may be copied, and the employee will be charged the then prevailing rate for same.

5.2.4 If any employee feels that material in his/her personnel file is inaccurate, incomplete or unjust, the employee may put any objections or clarifications in writing and have them become a part of the file. An employee shall be provided with a copy of all official letters of reprimand placed in the employee's personnel file. An employee may petition the Board to remove any negative material from his or her file after one (1) year from the date of the original material.

#### **5.3 Written Notice of Assignments**

With the exception of individual teacher aides, all employees shall be given written notice of their assignments by June 15. In the event changes in such assignments are proposed, the employee affected shall be notified promptly and consulted. "Consulted" will be defined as a

meeting between the affected employee and the supervisor or administrator. If the employee disagrees with the assignment, he/she may resign without penalty.

## ARTICLE VI

### WORKING CONDITIONS

#### 6.1 Emergency Shutdown

Those employees who are required to work on emergency shutdown days shall make every reasonable effort to report to work. If road conditions make it impossible to report to work, the employees shall notify the building Principal, or Superintendent, and may take a vacation day. In the discretion of the administration, some or all of such reporting employees may be relieved of duty for a portion of the entire emergency shutdown day, with no loss of pay or benefits.

#### 6.2 Resignation

An employee who is resigning from his/her position shall give two (2) weeks advanced notice. Part or all of the notice may be waived by mutual consent. Any unused accumulated vacation at the time an employee leaves the employ of the employer shall be paid as required by law.

#### 6.3 Work Year, Work Week and Work Day

The normal work week shall be five (5) consecutive days. The normal work day, excluding lunch, for a full-time employee shall be:

<u>Category</u>	<u>Hours/Day</u>	<u>Maximum Days/Year</u>
Cafeteria Manager	6	176
Cook	6	176
Custodians	8	260
Computer Technician	7	200
Secretaries:		
Elementary	7 1/2	10 months
High School	7 1/2	12 months
Aide	7	175
Parent Coordinator	7	186
Individual Aide	as needed	175

Maintenance	8	12 months
Bus Driver	as needed	175

Nothing in the list provided above shall prevent the employer from employing part time employees for fewer hours per day or from laying off an employee during a work year (as may be permitted by law) before the completion of the number of days or months provided in the list above.

**6.4 Duty-Free Lunch**

With the exception of cafeteria coordinators and cooks, all employees who work four (4) hours a day shall be entitled to at least a thirty (30) minute duty-free unpaid lunch period.

**6.5 Breaks**

Full-time employees shall be provided breaks as required by law.

**6.6 Job Descriptions**

The District will provide each employee with a copy of the District's job description for the employee's category or position. The substance of job descriptions shall not be grievable. The only issue grievable shall be whether or not the employee has been given a copy of the job description.

**6.7 Overtime**

Overtime shall be treated in a manner consistent with the provisions of the Fair Labor Standards Act.

**6.8 Student Workers**

No work shall be done by a student worker unless the regular custodian is present on the same campus.

**6.9 Calling of Substitutes**

If an employee is assigned by administration to call or take calls for certified or non-certified substitutes for a work year, the employee shall be paid One Thousand and 00/100 Dollars (\$1,000.00) per year for that duty.

**6.10 Administering of Medication**

No Employee except an administrator or health professional shall be required to dispense medication to students.

## ARTICLE VII

### VACANCIES AND TRANSFERS

#### **7.1 Definition of Vacancies**

A vacancy shall be defined as a position the employer desires to fill and created by resignation, retirement, death, dismissal or non-renewal or a newly created position.

#### **7.2 Definition of Transfer**

Transfers shall be defined as either a voluntary or involuntary move from one position to another within the bargaining unit.

#### **7.3 Posting of Vacancies**

Vacancies occurring within the District, including newly created positions, shall be posted on a designated bulletin board. The position(s) as described above shall be posted at least ten (10) days prior to being permanently filled although nothing in this paragraph shall prevent the employer from temporarily filling the position pending a permanent appointment.

#### **7.4 Voluntary Transfer Application**

7.4.1 Interested employees may apply for a vacancy in writing to the Superintendent within the ten (10) day posting period.

7.4.2 An employee may make a request, at any time, for a transfer to a position for which he or she is qualified. Any such application shall be kept on file for three (3) year(s).

#### **7.5 Denial of Position**

If an internal candidate for a vacancy is denied the position, the employee shall, on request, be provided with a conference with the supervisor who denied the position to the candidate. The decision shall not be grievable.

## **ARTICLE VIII**

### **LEAVES**

#### **8.1 Sick Leave**

The Board of Education shall grant full time employees sick leave days in the following amounts:

Aides	12 days per year
Cooks	12 days per year
Custodians and maintenance	15 days per year
Bus Drivers	6 days per year
Library Clerk, Parent Coordinator, and Tech Coordinator	12 days per year
Secretary JSHS	15 days per year
Secretary Elementary	12 days per year

without loss of pay or benefits. Sick leave may be used for personal illness, or serious illness or death of a member of the employee's immediate family.

Immediate family of the employee shall be defined as parents, spouse, sisters, brothers, children, grandparents, grandchildren, brother/sister-in-law, father/mother-in-law, and son/daughter-in-law. Unused sick leave may accumulate to two hundred (200) days. Employees at the maximum accumulation shall not be precluded from using their new allotment of sick leave days at the beginning of each school year.

Each employee may use two (2) sick leave days annually for bereavement purposes for persons not defined in this provision.

#### **8.2 Personal Leave**

Employees shall be entitled to two (2) personal leave days per school year with no loss of pay subject to the following:

- A. No reason need be given if five (5) days prior notice is given.
- B. With less than five (5) days notice, written reason must be given to the immediate supervisor.
- C. No days may be used the day before or after a holiday unless prior approval is granted by the Superintendent.
- D. Personal leave may not be used in increments of less than one-half (1/2) day at a time.

These days, if unused, shall accumulate as sick leave to a two hundred (200) day maximum.

### **8.3 Leaves of Absence**

8.3.1 Leaves of absence may be granted without pay to employees who have rendered satisfactory service to the District and who desire to return to employment in a similar capacity upon termination of said leave.

8.3.2 Each approved leave of absence shall be of the shortest possible duration required to meet the purpose of the leave consistent with a reasonable continuity of operation of the District. Leaves of absence without pay for not more than one (1) year may be granted to permanent employees according to the following conditions:

- A. Written requests for leaves of absence without pay should be made at least three (3) months before the leave is desired, subject to approval by the Board.
- B. Dates of departure and return must be acceptable to the Administration and determined prior to initiating the request.
- C. Leaves of less than one (1) month, if acceptable to and approved by the Administration, will not require Board approval or three (3) months' notice.
- D. Leaves may be granted for:
  - a. Advanced study leading to a degree at an approved university.
  - b. Educationally related travel if the applicant provides an itinerary and an explanation of how such travel will improve the educational program. (Does not include personal vacations).
  - c. Military service.
  - d. Parental purposes.
  - e. Other reasons acceptable to the Board.
- E. Employees on approved leaves will retain seniority, subject to the provisions of the Reduction in Force-Seniority Section of this Agreement.
- F. Employees on such leave may continue insurance benefits if they reimburse the District for any pro-rata costs of premiums for which they apply.
- G. Employees will not accrue seniority rights or other benefits of employment while on any approved leave of absence.

#### **8.4 Conference and Visitation Leave**

After application to and with the approval of the Superintendent or designee, (approval or denial shall be at the sole and exclusive discretion of the Superintendent or designee) employees may be released with full pay to attend conventions, workshops, conferences, visit exemplary programs, and participate in other work-related growth activities.

The Board of Education, subject to its prior approval or denial which shall be at its sole and exclusive discretion, agrees to reimburse employees using conference and visitation leave for mileage at the rate of pay (IRS rate) per mile, registration fees plus the cost of banquet and luncheon tickets. In cases where it is necessary to stay over night, the Board will reimburse the employee for hotel and motel expense (subject to prior approval of the Board which shall be at the Board's sole and exclusive discretion).

#### **8.5 Jury Duty or Other Related Appearances**

Any employee called to jury duty or who is subpoenaed to testify during work hours in any judicial or administrative matter, shall be paid his/her full compensation for such time with no loss of any leaves, seniority or other benefits. This provision is not applicable if the employee is a witness against the District, the Board of Education, or its representatives as a result of any action commenced by or on behalf of an employee.

Daily rates received for such duties or appearances shall be reimbursed to the District for those days when the employee was absent with the exception that there shall be no reimbursement for compensation received for food or travel.

#### **8.6 Accident or Injury Leave**

If an employee receives payments under the Illinois Worker's Compensation Act for injuries suffered while in the employ of the Board the employee may elect 1) to surrender all such payments to the District and utilize his/her sick leave entitlements, or 2) retain such payments in lieu of use of sick leave.

## **ARTICLE IX**

### **VACATIONS AND HOLIDAYS**

#### **9.1 Vacations**

Vacations for full time twelve (12) month employees shall be provided as follows:

After one (1) year	-	ten (10) work days
After ten (10) years	-	fifteen (15) work days
After twenty (20) years	-	twenty (20) work days

Summer vacations shall be scheduled in April and approved by the Superintendent. Normally, employees shall take vacations in blocks of five (5) work days. However, the Superintendent may allow use of accrued vacation days at other times and in smaller blocks for all twelve (12) month employees.

#### **9.2 Holidays**

Full-time twelve (12) month employees shall receive fifteen (15) paid holidays per calendar year (provided they work the entire calendar year).

## **ARTICLE X**

### **SENIORITY**

#### **10.1 Seniority**

10.1.1 Seniority shall be defined as the length of service measuring from the first day of continuous employment in the District. In the event that two (2) or more employees have same continuous service seniority shall be determined by the drawing of lots. Part time employees shall accrue pro-rata seniority.

10.1.2 Seniority continues to accrue during paid leaves granted by the Board, or required by this contract. Seniority shall not accrue during unpaid leaves, whether or not the Board has taken formal action upon an unpaid leave request, and whether or not the leave was paid at its inception.

#### **10.1.3 Break in Service**

All seniority shall be lost upon resignation, retirement, dismissal for cause, or upon layoff when recall rights expire. Seniority is not lost during the time an employee on layoff has recall rights. Seniority shall not accrue while on layoff.

#### **10.2 Categories of Position**

The following are established as categories of position within the bargaining unit:

- A. Cook
- B. SJSH Principal Secretary
- C. K-6 Secretary
- D. Custodian
- E. Maintenance
- F. Teacher Aide/Certified
- G. Computer Technician/Tech Coordinator
- H. Library Clerk
- I. Head Cook

J. Parent Coordinator/Nurse

K. Bus Driver

**10.3 Maintaining and Posting Seniority Lists**

The Administration shall prepare and post a seniority list not later than February 1 of each year.

**10.4 Notification of Reduction in Force**

An employee who is laid off from a specific category of position shall have the right to recall in reverse order of layoff for any job vacancy which occurs within any category of position for which he she is qualified for one (1) calendar year from the beginning of the school term following layoff.

In no case shall a new employee be hired by the Board while there are laid-off bargaining unit members with right of recall who are qualified for a vacant or newly created position and who have not otherwise rejected an offer for said position.

Any recalled employee shall not be deemed to have lost any previously accrued contract rights.

## **ARTICLE XI**

### **RETIREMENT BENEFITS**

#### **11.1 Employee Retirement Benefits**

Upon retirement into IMRF, each employee shall have the option of receiving credit for unused sick leave days with IMRF and/or receiving payment for a portion of such days under the following guidelines:

Employees, upon resignation, with ten (10) years or more of continuous service in District 501, shall be entitled to compensation at the rate of 50% of their accumulated sick leave days, for each year of continuous service to the District at the rate of \$5.00 per day. Compensation will be paid only for unused sick days earned in District 501.

Employees, upon retirement, with ten (10) years or more service to District 501, shall be paid for his/her unused sick days at the rate of \$10.00 per day up to a maximum of 185 days. Compensation will be paid only for unused sick days earned in District 501.

In order to qualify, notification of resignation/retirement shall be given to the Superintendent in writing ninety (90) days prior to the effective date. Any employee who fails to submit a written notification as stated above may forfeit separation-sick leave pay they may have accumulated.

## ARTICLE XII

### COMPENSATION AND FRINGE BENEFITS

#### 12.1 Wage Scales

See Appendix A

#### 12.2 Health Insurance

The Board shall pay on behalf of each full-time employee as defined herein toward the cost of the District's health and life insurance plan one hundred percent (100%) of the single coverage.

#### 12.3 Call-Out Pay

An employee who is required to return to work outside his/her regular work day shall be entitled to a minimum of one (1) hour of pay.

#### 12.4 Payroll Distribution

All employees shall have their checks mailed on the tenth (10<sup>th</sup>) and the twenty-fifth (25<sup>th</sup>) of each month if the employ does not pick up his/her check at the Superintendent's office on that date. In the event a pay date falls on a weekend or holiday, payroll will be mailed on the last workday prior to the 10<sup>th</sup> or 25<sup>th</sup>.

Continuing Education - Employees who are required by the district to take college coursework to maintain his/her job shall be reimbursed the cost of tuition for such courses upon evidence of tuition paid and evidence of successfully completing the course. Such courses shall require the prior approval of the superintendent in order for the reimbursement to be paid.

## ARTICLE XIII

### EFFECT OF AGREEMENT

#### **13.1 Complete Understanding**

The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties.

#### **13.2 Contractual Amendments**

This Agreement shall constitute a binding obligation of both the Employer and the Association and for the duration hereof may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of these parties in written and signed amendment to this Agreement.

#### **13.3 Individual Contracts**

Any individual contract between the Employer and an individual Association member heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement. Any individual contract hereafter executed shall be expressly made subject to and consistent with the terms and conditions of this or subsequent Agreements to be executed by the parties. If an individual contract contains any language inconsistent with the Agreement, this Agreement, during its duration, shall be controlling.

#### **13.4 Terms of Agreement**

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. In any event, should the affected provision subsequently become legal, valid or otherwise enforceable, it shall revert to the original agreement unless both parties agree otherwise.

#### **13.5 No Strike Clause**

The Association and each employee covered by this Agreement agree that they will not, during the period of this Agreement, directly or indirectly engage in or assist in a strike, slowdown, use of leave in concert by bargaining unit members, or other refusal to render full and complete services to the Board.

**ARTICLE XIV**

**DURATION**

This Agreement shall be in effect from the day after the bus bid is let in 2008 and shall remain in effect until July 1, 2011.

SANDOVAL ESP EDUCATION ASSOCIATION  
(Educational Service Personnel Unit)

BOARD OF EDUCATION  
SANDOVAL C.U.S.D. NO. 501

By: \_\_\_\_\_  
Association President

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Association Secretary

By: \_\_\_\_\_  
Secretary

Date: \_\_\_\_\_

Date: \_\_\_\_\_