

PROFESSIONAL NEGOTIATION AGREEMENT

Between

BOARD OF EDUCATION

OF

**SOMONAUK COMMUNITY UNIT
SCHOOL DISTRICT NO. 432**

AND

SOMONAUK EDUCATION ASSOCIATION

AUGUST 23, 2008 –AUGUST 23, 2012

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ARTICLE 1

PREAMBLE

A. Principles

The Board of Education of District 432 and the Somonauk Education Association recognize that the ultimate aim of public schools is to provide the best education possible for children and youth in the district. These educational objectives are the joint responsibility of the Board of Education, the administrative and supervisory staff, and the professional teaching personnel.

B. Recognition

The Board of Education of District 432, hereafter referred to as "The Board", recognizes the Somonauk Education Association, hereafter referred to as "The Association", an affiliate of the Illinois Education Association and the National Education Association, as the sole negotiating agent for the certified employees of the district in matters defined negotiable in Article 5, Section E, except the following classifications: superintendent, principals, other administrative personnel having the authority to hire, fire, transfer, assign, promote, discharge, or discipline other employees or to make recommendations thereon, as well as dean of students, psychologists, speech pathologist and social workers.

ARTICLE 2

PRINCIPLES

A. Attaining Objectives

Attainment of educational objectives of the district requires mutual understanding and cooperation between the Board, the administrative and supervisory staff, and the professional teaching personnel.

B. Professional Teaching Personnel

It is recognized that teaching is a profession requiring specialized educational qualifications and that the success of the educational program in the district depends upon the maximum utilization of the abilities of teachers who are reasonably well satisfied with the conditions under which their services are rendered. As evidence of its acceptance of the professional rights and responsibilities of teachers, the Association has endorsed the Uniform Code of Ethics of the Education Profession.

C. Board of Education

It is recognized that the legal responsibility for education is vested in the Board, and that this responsibility of final decision making cannot be delegated. However, the Board agrees to participate in good faith negotiations. The Board has the primary responsibility of developing and implementing policy.

D. Superintendent

It is recognized that the superintendent has a dual role to fulfill, as educational and professional leader of the staff and as chief administrative officer of the Board. However, he/she shall possess an allegiance to the learner which supercedes either of these loyalties. The superintendent shall, because of his/her educational and professional insights, help provide those conditions which enable teachers to achieve their professional goals within a frame-work of improved educational service to pupils.

E. Principals

The principals have the primary responsibility to assist the teaching staff in providing a quality educational program and to provide the necessary climate for optimum educational growth of the student.

Principals should be utilized as consultants and resource persons when negotiations are occurring, especially when dealing with matters that are related to administrative and supervisory functions.

F. Dean of Students

The dean of students has the primary responsibility of working individually with students on the improvement of behavior. The dean, under the direction of the principal, shall work cooperatively with teachers in the development, implementation, and evaluation of student discipline procedures and practices.

G. Director of Curriculum and Professional Development

The director of curriculum and professional development has the primary responsibility of working with administrators and teachers on the development and alignment of curriculum and for the implementation of the district professional development goals and objectives.

H. Director of Special Education

The director of special education has the primary responsibility to provide supervision, coordination and technical assistance in providing education services to students with special education needs.

I. Athletic Director

The athletic director has the primary responsibility to provide each enrolled student of secondary age an opportunity to participate in extracurricular activities that foster physical skills, a sense of worth and competence, a knowledge and understanding of the pleasure of sport and the principles of fair play.

J. Director of Technology

The director of technology has the primary responsibility to monitor all hardware, software and student management system and to keep the district updated in technology. The director recommends changes and updates as well as supports integrating technology into the curriculum and teaching and learning.

ARTICLE 3

RIGHTS

A. Management

The Board retains and reserves the ultimate responsibility for proper management of the Somonauk Community Unit School District No. 432 conferred upon and vested in it by the statutes and Constitutions of the State of Illinois and United States, including, but not limited to, the responsibility for and the right:

1. To maintain executive management and administrative control of the Somonauk School District and its properties and facilities and the professional activities of its employees as related to the conduct of school affairs.
2. To hire all employees and, subject to the provision of the law, to determine their qualification, and the conditions for their continued employment, or their dismissal or demotion, their assignment, and to promote and transfer all such employees.
3. To establish programs and courses of instruction, including special programs, and to provide for athletic recreation and social events for students, all as deemed necessary or advisable by the Board.
4. To delegate authority through recognized administrative channels for the development and organization of the means and methods of instruction according to current written Board Policy or as the same may from time to time be amended, the selection of textbooks and other teaching materials, and the utilization of teaching aids of all kinds.
5. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and non-classroom assignments.

The exercise of the foregoing powers, rights, authorities, duties, and responsibilities by the Board shall be limited only by the specific and express terms of this Agreement.

B. Association

The Association is the recognized professional teacher's organization of the Somonauk Community Unit School District #432. Professional, certificated teachers are an integral part of the school system. Recognizing this important role and the expertise the teachers must have, the Board grants to the Association and its members the following rights:

1. **Board Meetings/Notification:** The President of the Association shall be sent written notice of any regular or special meeting of the Board together with a copy of

the agenda or statement of purpose of such meeting and other information that might be released to the press prior to the meeting.

2. **Copies of Board Minutes:** Copies of Board minutes will be posted on the district website once they have been approved. Press releases following each Board meeting will be e-mailed to the President and to members of the Association.
3. **Pertinent Information:** The Board shall furnish to the president of the Association upon his/her request copies of annual approved budgets, financial reports and audits; treasurer's reports; seniority and experience credit of all teachers; and compensation paid thereto, including extra duties. Upon the Board's approval of the hiring of new employees, the district office will send notice to the Association President of such employees hired and their full time equivalency. The Association shall provide all final Association dues information and documentation to the district office (including but not limited to the amount of dues) at least three (3) days before the first payday in September.
4. **Association Announcements:** An area will be provided in the teacher's lounge of each building for the posting of Association information. A copy of all materials posted shall be forwarded to the building principal.
5. **Association Leave:** In the event that the Association desires to send a representative(s) to a local, state, or national conference or on other business pertinent to association affairs, a representative(s) of the Association will be excused, for no more than three (3) days per school year in the aggregate without loss of salary, providing the association reimburses the District for the entire cost of any substitute teacher(s) needed and prior approval has been obtained from the administration.
6. **Fair Share:** Realizing that all certificated staff members are a part of the bargaining unit and thus are governed and protected by the terms of this Agreement; and realizing that the Association is obligated as the exclusive bargaining agent to negotiate and maintain this Agreement for all certified employees, the following statements are included:

All full time employees (hired after the 1985-86 school year) covered by this Agreement who are not members of the Association shall, commencing sixty (60) days after employment, or the effective date of this Agreement, and so long as they remain non-members of the Association, pay to the Association each month their proportionate share of the cost of the collective bargaining process and contract administration measured by the amount of dues uniformly required by members of the Association. Such proportionate share payments shall be deducted by the Board from the earnings of the non-member full time employees and be paid to the Association, except as may be provided otherwise by law for those teachers with bona fide objections, in which case payments will be made to the Somonauk Community Chest, District Learning Centers, the Somonauk Education Association

Scholarship Fund, Somonauk Education Foundation, or Somonauk Education Boosters as directed by the teacher. The Association shall submit to the Board an affidavit which specifies the name of the employees and the amount which constitutes said proportionate share, which amount shall not exceed the dues uniformly required of members of the Association.

The Association shall indemnify and hold harmless the Board, its members, officers, agents, and employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability, including but not limited to, damages, attorney's fees, and costs that shall arise out of or by reason of action taken by the Board for the purpose of complying with the above provisions of the article, or in reliance on any list, notice, certification, affidavit, or assignment furnished under any such provisions.

C. Employee

1. **Assignments:** At the beginning of second semester, Faculty Input Team (FIT) committees from each school will meet with the principal of the building to assess scheduling needs for their respective schools. While no official decision is made during these committee meetings, valuable input from staff members will be given. A tentative schedule will be set by May 1st subject to change. Employees shall be given written notice of their tentative assignments for the forthcoming year not later than the last teaching day of the school term. In the event a change in such assignments is made thereafter, the employee affected shall be notified as soon as possible. The employee shall have the right to request a meeting with the Superintendent to discuss the change. If the change in the employee's assignment are made later than thirty (30) days preceding the commencement of the next school term, the employee shall be allowed to resign without penalty if such change is unsatisfactory to the employee.

2. **Vacancies:** The Superintendent or designee shall assign and transfer all instructional personnel. Notification of teaching vacancies, including promotion opportunities to administrative/supervisory positions, shall be posted in all buildings and a copy of the notice shall be sent to the president of the Association. If a vacancy is to be posted outside the district, the vacancy will also be posted simultaneously inside the district. Except in the case of an emergency, vacancies becoming available for the beginning of the school year or semester will be posted and not filled until after vacancies have been posted 5 days during the school year and 10 business days during the summer. Notices for positions shall include the title, building location, and the qualifications for the position. Vacancies shall be defined as a position that is open because an employee has left the district due to termination, resignation or retirement, or a newly created position. Association members, who are qualified at their request and after making application for any vacant positions, will be provided an interview. Association members should submit a letter of interest and an updated resume to the building principal for any teaching vacancy. When applying for a building administrative position, the Association member should complete all requested requirement in the vacancy notice. If an Association member, following

an interview, is not selected, he/she may contact the administrator with whom he/she interviewed, and a conference will be held upon request of the employee. At this conference, the reasons for the selection of another candidate will be given.

3. **Inoculations:** When required by the Board, contagious disease inoculations for all employees (including for Hepatitis B) shall be paid and provided by the Board.
4. **Right to Representation:** When any employee is required to appear before an administrator, an Employer or Board committee concerning any matter which could adversely affect the continuation of that employee in his/her position of employment, or result in a suspension without pay, the employee shall be given reasonable prior written notice of the reasons for such meeting and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting.

ARTICLE 4

SENIORITY AND REDUCTION IN FORCE

A. Seniority Defined

Length of continuous service in the District as utilized in Section 24-12 of The School Code will be defined as follows:

1. Years of continuous service as a teacher in the District. Less than full-time teaching service will be computed on a pro-rata basis. Time on unpaid leaves of absence of more than ninety (90) consecutive days will not be counted in determining seniority. Such unpaid leaves of absence approved by the Board will not constitute an interruption of service.
2. If total continuous service as a teacher with the District is equal between two or more teachers, then the order of dismissal and/or recall will be determined by total service as a teacher with the District, whether or not continuous. (Such service will 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, then the order of dismissal and/or recall will be determined by horizontal credit on the salary schedule with the person with more credit considered senior.
4. If a tie remains after the application of the procedures as described in (1), (2) or (3) above, the order of dismissal and/or recall will be determined by total teaching service in the level or teaching area available to those teachers being considered as equal in services.
5. If a tie remains after the application of the above procedures, the order of dismissal and/or recall will be decided by drawing lots.

B. Seniority List

By February 1st, annually, the Board will publish a seniority list which is prepared according to the provisions herein. This list will be posted in the teacher's lounge of each building. The list will include the teacher's responsibility to respond to any discrepancies. Each teacher shall have 30 calendar days thereafter to file written objections to his/her ranking. A teacher's failure to make a timely objection shall be deemed an acceptance of the ranking, and the teacher cannot thereafter challenge his/her seniority until the following school year.

C. Continuing Employment

Any teacher who has gained tenure status shall notify the Board, in writing, not later than thirty (30) days prior to the opening of a school term if he/she does not expect to remain in the Somonauk Schools. When a contract is tendered to a teacher who has not gained tenure

status, such contract shall be returned to the Board within a period of ten (10) days indicating whether such teacher does or does not expect to remain in the same position another year. Failure to notify the Board or return the contract within the specified period shall be construed as an intention not to remain in the same position another year.

D. Part-Time Service

Should a full-time tenured teacher choose, with the written mutual consent of the teacher and the administration, to change from full-time to no less than half-time employment, the teacher will retain his/her seniority status and tenure rights as provided by the terms of this Agreement.

The teacher may return to full-time employment only when a full-time position is available and no teacher of lesser seniority shall be required to be reduced to less than full-time employment by the Board.

ARTICLE 5

NEGOTIATIONS PROCEDURES

A. Commencement of Negotiations

Negotiations on a successor contract shall begin not earlier than January 1 and not later than April 1 in the year in which this contract terminates.

B. Meetings

Meetings among the participating parties will be called upon request of either of the parties. A request shall contain the reason or reasons for the meeting. A mutually agreeable meeting date will be set within ten (10) days of the date requested.

C. Communications

Requests to the superintendent shall be made to him/her or his/her designated representative; requests to the Board shall be made to the Board and the superintendent; request to the Association shall be made to the president and/or the Association Committee Chairperson(s).

D. Information

The superintendent and the central administrative staff may serve as resource consultants and will furnish copies of the tentative budget, Board salary proposals, and copies of proposed amendments and additions to administrative and Board Policies affecting professional personnel, and such other readily available and pertinent information that the Association may request.

The Association will furnish copies of any pertinent information as reasonably requested by the superintendent or Board.

E. Scope

The Association and the Board agree that negotiations, in good faith, will encompass all of the aspects of working conditions governing the following items:

1. Wages
2. Hours
3. Other terms and conditions of employment
4. Other mutually agreed upon matters

F. Requests for Assistance

The participants may call upon competent professional and lay representatives to consider the matter under discussion and to make suggestions. All participants have the right to utilize the services of consultants in deliberation.

G. Mediation

(1) If agreement is not reached in all items within forty-five (45) days of the commencement of the school year and all items sought to be negotiated had been thoroughly explored without reasonable expectation of reaching agreement, either party may declare to the other, in writing, that an impasse exists and call for the appointment of a mediator in accordance with Section B(2) of this Article. If the Illinois Labor Relations Board invokes mediation within fifteen (15) days of the scheduled start of the school year, the mediator will be appointed in accordance with Section B(2) of this Article.

(2) When an impasse is declared or the Illinois Educational Labor Relations Board invokes mediation, a mediator will be selected by the parties from the staff of the Federal Mediation and Conciliation Service. If the Federal Mediation and Conciliation Service is unable for any reason to provide a mediator within a reasonable time after being so requested, the parties will select a mediator from a list to be supplied by the American Arbitration Association. The cost of the mediator, if any, will be shared equally by the Board and the Association.

H. Ratification and Approval of Contract

When the Association and the 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 then to the Board for official approval.

I. Printing of Contracts, Costs, and Distribution

Within thirty (30) days after this Agreement is signed, copies of this Agreement shall be printed and presented to each member of the Association now employed, or hereafter employed. All costs involved in the printing and distribution of this agreement shall be borne by the Board.

ARTICLE 6

STRIKE PROHIBITION

During the term of this Agreement, the Association, each of its members and fair share employees, agrees not to strike, not to participate in any work stoppage or slow down, and not to in any way engage in any job action which would materially interfere with the administration of the Somonauk School District.

