



## FREEDOM OF INFORMATION

January 16, 2015

Scott Reeder  
[sreeder@illinoispolicy.org](mailto:sreeder@illinoispolicy.org)

Re: FOIA Request dated January 7, 2015 and received January 12, 2015 FOIA ID #15-01

Subject: Provisions within the district's collective bargaining agreement providing for compensation (pay and or benefits) for union officials while performing union-related activities and the pay record of the employee(s) who received the benefit for the 2013-2014 school year.

Dear Mr. Reeder:

This letter will serve as Community Unit District 308's response to your January 7, 2015, request under the Freedom of Information Act (5ILCS 140/1 et seq.), in which you asked for the above referenced information. Attached are copies of the provisions for union officials for each of our bargaining units. The names and annual pay for our Oswego Education Representatives is as follows:

Andrew Gothelf - \$37,039.37  
Darla Medernach - \$50,301.00

The release time for all other bargaining units is not tracked separately from their salary.

To promote district transparency and assist others who may have a similar question, this responsive document will be posted online on the district's website. To access it, go to [www.sd308.org](http://www.sd308.org) and select *Our District > Freedom of Information Act Request > FOIA Request Responses*, then select *FOIA ID #15-01*.

Please let me know if you have additional questions. Thank you.

A handwritten signature in black ink that reads "Victoria R. D'Aleo".

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Victoria R. D'Aleo  
Freedom of Information Officer

K. SABBATICAL LEAVE

Sabbatical Leave for certificated teachers may be granted as provided in Section 24-6.1 of the Illinois School Code.

The Board may, by statutory authority, grant a sabbatical leave of absence to a teacher, principal, or superintendent performing contractual continued service, for a period of at least four (4) school months but not in excess of one (1) school term, for resident study, research, travel, or other purposes designed to improve the school system.

Teachers granted a leave of absence are required to notify the administration, in writing, of their intent to return or not by March 1st of the school year they have been granted the leave.

L. PROFESSIONAL LEAVE

The Board encourages staff members to participate in local, state, and national professional educational organizations. If a member of the staff is appointed to a state or national committee or elected to an office of said organization, the staff member will consult with the Administration as to the responsibilities holding such an office demands and they will mutually agree as to the number of days absence will be permitted without loss of pay.

M. SPECIAL ASSIGNMENTS BEST MENTOR – INSTRUCTIONAL TEACHER

District No. 308 shall have at least two (2) Full Release Instructional Teachers to perform teacher mentoring. These two (2) positions, one (1) elementary and one (1) secondary, are district positions for teachers on special assignment. Only teachers who have obtained tenure status are eligible for these positions. A teacher selected for this position for two (2) years or less will have the ability to return to his/her previous building and level upon completion of mentoring duties. A teacher selected for this position in excess of two (2) years will return to an equivalent teaching position within the district. In addition to their mentoring duties, Instructional Mentor Teachers will be contracted to five (5) additional days before or after the start of the school year, per schedule C.

N. ASSOCIATION PRESIDENT'S LEAVE

The President shall be granted release time to attend to Association duties and responsibilities. When the Association reaches seven-hundred (700) members, the President shall be given half (1/2) time release from teacher workday. When the Association reaches nine hundred (900) members, the President shall be given full time release from teacher workday. In addition, when the President of the OEA has completed their term of service, they will return to an equivalent teaching position.

O. ASSOCIATION LEAVE

The Board shall allow members of the Association to attend national, state or local conventions, meetings, conferences or trainings. The Association shall pay the District the cost of substitutes.

P. ASSOCIATION OFFICE SPACE

The administration agrees to provide the Association adequate office space for their leadership in one of the District's facilities.

# OSWEGO CUSTODIAL/MAINTENANCE ASSOCIATION

## ARTICLE I

### Agreement and Recognition

A. The Board of Education of School District No. 308 of Oswego, Illinois, Kendall County, hereinafter referred to as the "Board", recognizes the Oswego Custodial/Maintenance Association/IEA-NEA, hereinafter referred to as the "Association," as the sole and exclusive bargaining representative for all regularly employed, full and part-time employees as listed in Appendix A. Excluded from the bargaining unit are certified, confidential, supervisory, managerial, short term and classified employees not covered in this Article.

B. Full-time / Part-time

- (1) Full-time employees are those regularly employed individuals who work at least 40 hours weekly.
- (2) Part-time employees are those regularly employed individuals who work at least 20 hours weekly.

C. Probationary Employees

Employees who are serving their probationary period are represented by the terms of this Agreement.

- (1) The probationary period is defined as the first ninety (90) calendar days of employment with the district as a full-time or part-time, regular employee and it commences with the first day of work.
- (2) During the probationary period, the District will evaluate the employee's performance to determine whether he/she should be employed beyond the probationary period. A probationary employee's employment and compensation may be terminated at any time with or without cause and with or without notice at the option of the District.
- (3) Probationary employees are union members and are entitled to union representation.
- (4) At the end of the probationary period, the Human Resources Department with the input of the Association will determine the pay rate of the employee, based on prior job description, education, and certificates and/or licenses.

## ARTICLE II

### Association Rights

- A. The Association shall hold regular meetings as long as normal building coverage remains in place. An employee shall be allowed to attend an association meeting if requested to work on that given day without pay. If possible, the opportunity to make up such time will be provided. The Association President shall communicate the monthly dates to the Director of Buildings and Grounds. With prior approval, the Association shall have the right to use school buildings for the purpose of conducting Association business and without disrupting normal school operations. Any unusual or extraordinary costs incurred with such meetings will be paid for by the Association.
- B. The Association shall be allowed to use one (1) bulletin board in each building, the location of which will be mutually agreed upon, for the purpose of Association business.
- C. Job descriptions for all OCMA positions will be provided to the Association President and Secretary or their designee. The Board assures that each employee will have a copy of a job description which will be given upon employment or upon employee request.

- D. The Association shall have the right to send representatives to local, state and national conferences. The Association shall have the right to purchase for its members time not to exceed five (5) days in the aggregate for the term of this Agreement. These days shall be purchased at the regular substitute pay rate when a substitute is required. This leave shall have no adverse effect on the employee's seniority, wages, or benefits. Written requests for Association leave shall be received by the Superintendent or designee not later than five (5) days before the leave begins. The Superintendent or designee will provide the Association with written approval not later than two (2) days after having received the written request.
- E. The District will notify the Association President on a monthly basis of any newly hired or terminated bargaining unit employees promptly after final action by the District Board of Education on the employee's hiring or termination via the Personnel Report.
- F. OCMA members will be provided computer access in order to check district email account. Use of computer shall be during break or before or after work shift unless it is work related.

### ARTICLE III

#### Management Rights

- I. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authorities, duties, and responsibilities conferred upon and vested in by the laws and Constitution of the State of Illinois and of the United States, including, without being limited to, the following:
  - A. To the executive management and administrative control of the school system and its properties and facilities of its employees;
  - B. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees;
  - C. To decide upon the duties, responsibilities, and assignments of employees.
- II. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited by only the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Illinois and the Constitution and laws of the United States.

### ARTICLE IV

#### Fair Share

All employees covered by this Agreement who are not members of the Custodial/Maintenance Association, or upon their initial employment, and continuing during the term of this Agreement, and so long as they remain non-members of the Association, shall pay to the Custodial/ Maintenance Association each month their fair share of the costs of the services rendered by the Association that are chargeable to non-members under state and federal law.

Such fair share payment by non-members shall be deducted by the Board from the earnings of the non-member employees and remitted to the Custodial/Maintenance Association provided, however, that the association shall submit to the Board an affidavit which specifies the amount constituting said fair share not exceeding the dues uniformly required of the members of the Custodial/Maintenance Association.

# OSWEGO EDUCATIONAL SUPPORT PROFESSIONAL ASSOCIATION

period shall mean those days when the District office is open and the probationary employee has worked their regularly scheduled day.

## **ARTICLE II FRAMEWORK FOR COLLECTIVE BARGAINING**

### **2.1 DUTY TO BARGAIN**

The parties agree that their duly designated representatives shall negotiate in good faith with respect to wages, hours, and any other terms and conditions of employment. Each party shall determine the makeup of its own bargaining team.

### **2.2 NOTICE TO BARGAIN**

The Employer agrees to begin negotiations with the Association over a successor Agreement not later than February 15th of the final year of this Agreement.

### **2.3 RELEASE TIME FOR BARGAINING**

When, by mutual agreement of the parties, negotiations are scheduled during regular working hours, release time shall be provided for members of the Association's negotiating team. The District and the Association will split the cost for substitutes as needed.

### **2.4 PRINTING OF CONTRACT, COSTS, AND DISTRIBUTION**

The tentative agreement shall be previewed by the Association no less than 24 hours prior to signing the ratified agreement.

Within thirty (30) days after the Agreement is signed, copies of the ratified Agreement shall be available on the district intranet for all bargaining members. In addition, the Employer shall provide twenty-five (25) extra copies of the Agreement to the Association without charge. All copies shall be presented to the Association president.

## **ARTICLE III MANAGEMENT RIGHTS**

### **3.1 MANAGEMENT RIGHTS**

The Board, on its own behalf and on behalf of the electors of the District, hereby retains its management rights according to the Illinois Educational Labor Relations Act.

## **ARTICLE IV TERMS OF EMPLOYMENT AND WORKING CONDITIONS**

### **4.1 EMPLOYEE RIGHTS**

#### **4.1.A RIGHT TO ORGANIZE AND PARTICIPATE**

Employees shall have the right to organize, join and assist the Association, to participate in negotiations with the Employer through representatives of their own choosing, and to engage in other lawful concerted activities as protected by law. The employees shall also have the right to refrain from these activities pursuant to the Illinois Educational Labor Relations Act.

**ARTICLE II**

**FRAMEWORK FOR COLLECTIVE BARGAINING**

**2.1 DUTY TO BARGAIN**

The parties agree that their duly assigned representatives shall negotiate in good faith with respect to wages, hours and conditions of employment. Each party shall determine the composition of its own bargaining team.

**2.2 NOTICE TO BARGAIN**

Either party desiring to negotiate a successor Agreement shall give the other party a written notice not later than sixty (60) days before the expiration date of the current Agreement. This notification will serve as a demand to bargain pursuant to the Illinois Educational Labor Relations Act. If the Association provides written notice, it shall be addressed to the President of the Board of Education. If the Board provides written notice, it shall be addressed to the President of the Oswego Transportation Association.

**2.3 RELEASE TIME FOR BARGAINING**

When negotiations are scheduled on working school days and during the Employee's work hours, release time shall be provided for up to four members of the Association's negotiating team at the Employee's regular hourly rate of pay. The OTA President will inform the Director of Transportation which four negotiating team members are to receive compensation.

**2.4 DISTRIBUTION OF CONTRACT**

Within 30 days after this Agreement is signed, all bargaining unit members shall have the ability to obtain a Contract online via the District Website.