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**OLYMPIA  
COMMUNITY UNIT  
SCHOOL DISTRICT  
NO. 16**



**CONTRACT AGREEMENT**

**Between**

**Olympia Education Support Personnel Association “OESP”  
an IEA/NEA Affiliate  
and  
Board of Education**

**2025-2026**

**2026-2027**

**2027-2028**

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## **ARTICLE 1 RECOGNITION**

### **1.1 Recognition**

The Board recognizes the Olympia Education Support Personnel Association (“OESP”), an IEA/NEA Affiliate, as the sole and exclusive bargaining agent for all regularly employed full-time and part-time school building secretaries working more than four (4) hours per day, all regularly employed full-time and part-time custodial staff, all regularly employed library media technicians, and paraprofessionals or aides (hereinafter “Employees”) employed by the Board, excluding supervisory, managerial, confidential, and short-term Employees as defined by the Illinois Educational Labor Relations Act. The term “school building secretaries” does not include Central Office personnel.

### **1.2 Definitions**

#### **A. School-Year Employee**

An Employee hired to work full-time a minimum of thirty (30) hours per week during a normal work week during the school year. Such Employee shall receive fringe benefits as specifically provided herein, but not paid vacation.

#### **B. Twelve Month Employee**

An Employee hired to work full-time a minimum of thirty (30) hours per week during a normal work week, twelve (12) months per year. Such Employee shall receive fringe benefits as specifically provided herein, including paid vacation.

#### **C. Part-Time Employee**

An Employee hired to work less than thirty (30) hours per week, or less than six (6) hours consecutively each day, or fewer than one hundred seventy-six (176) pupil attendance days. Such Employee shall receive sick and personal leave benefits on a prorated basis.

#### **D. Probationary Employee**

1. Each new Employee covered by this Agreement will have a six-month calendar day probationary period.
2. The Association and the Board may mutually agree to extend the probationary period when warranted by individual circumstances.
3. A probationary Employee is not entitled to the protections of Article 11 of this Agreement.

## **ARTICLE 2 NEGOTIATIONS**

### **2.1 Procedures**

Each party shall have control over the selection of the negotiation representatives of their respective bargaining teams. It is recognized that no final agreement between the parties may be executed without ratification by a simple majority of the Board and a simple majority of the membership of the OESP. The parties confer upon their respective representatives the necessary power and authority to make proposals, consider proposals, and make counter proposals in the course of negotiations and to reach tentative written agreements which shall be presented to the OESP for ratification and to the Board for adoption.

- A. Every effort shall be made to begin negotiations not later than April 15 of the negotiating year. Any extension of this date shall be mutually agreed to prior to April 15.
- B. From time to time during negotiations the parties may agree to negotiate during the regular workday. The chief negotiation spokespersons of each party shall mutually notify the immediate supervisor of the OESP bargaining unit representative. Notification by electronic mail is acceptable.
- C. In the event an impasse is reached and one (1) or both parties declare impasse, the parties will mutually request the mediation services of the Federal Mediation and Conciliation Service. Furthermore, the parties may mutually agree to mediation at any time during negotiations.

## **ARTICLE 3 FACILITIES, COMMUNICATION SYSTEMS AND BULLETIN BOARDS**

### **3.1 OESP Meetings**

The OESP may use school facilities for meetings for the purpose of conducting OESP business. All meetings shall be conducted outside Employee work hours unless said meetings are scheduled otherwise by mutual agreement of the parties. Facilities shall be obtained by completing a facilities request form.

### **3.2 OESP Business**

Duly authorized representatives of the OESP and its affiliate will be permitted to transact official OESP business on school property provided it does not interfere with or interrupt school operations. Furthermore, the OESP will be permitted to use the school mail system and other forms of communication such as fax, copier, electronic mail, telephone, or voice mail, provided it does not interfere with or interrupt school operations.

### 3.3 OESP Literature

The OESP shall be able to post OESP association literature on bulletin boards within usual employee areas at each building.

## **ARTICLE 4 MEMBER INFORMATION**

- 4.1 The OESP President shall be furnished the following information concerning any newly hired Employee of the bargaining unit within fourteen (14) days after the Board approves said Employee's employment:
- A. Name
  - B. Assignment
  - C. Rate of Pay, including any recognized experience and supporting evidence, and
  - D. Date of Employment

In addition, once per school year, by the date of the first Teacher Institute Day, the District shall furnish or make available electronically to the OESP President, a listing of OESP staff by building.

## **ARTICLE 5 BOARD RIGHTS**

- 5.1 It is agreed that all functions, rights, powers and authority of the Board which are not specifically limited by the express language of this Agreement are retained by the Board, provided, however, that no such functions, rights, powers, or authority shall be exercised so as to violate any of the specific provisions of this Agreement. Nothing herein shall be construed as a waiver by the OESP to negotiate mandatory subjects of bargaining which were not previously fully bargained or to impact bargain certain Board decisions.

## **ARTICLE 6 NON-DISCRIMINATION**

- 6.1 The Board will not discriminate against any Bargaining Unit Employee because of membership or non-membership in the OESP or because the Bargaining Unit Employee is acting as a representative of the OESP pursuant to the provisions of this Agreement.

## **ARTICLE 7**

### **HEALTH/SAFETY/COMMUNICATION COMMITTEE**

- 7.1 A committee composed of the Superintendent and/or his/her designees and the OESP President and/or his/her designees may meet for the purposes of maintaining harmonious relations/communications and discussing safe and healthful work practices and conditions. There will be a minimum of two (2) meetings per year, and more if mutually agreed to by the parties. If there are no items for discussion, the OESP and Administration can mutually agree to cancel these meetings. All approved and published policies, regulations, and rules of the Board will be made available for inspection to help facilitate discussions.

Any proposed modifications, alterations, and changes to such policies, regulations, and rules which would impact wages, hours, terms, and conditions of employment shall be negotiated prior to implementation.

All unsafe workplace conditions shall be reported to the Building Principal or other pertinent supervisor. All injuries suffered by an Employee as a result of performing work-related duties must be reported to the Building Principal or other pertinent supervisor in a timely manner.

## **ARTICLE 8**

### **EVALUATION**

#### **8.1 Purpose**

The purpose of staff evaluation is to promote growth in an Employee's job performance and align performance expectations to goals and the educational mission of the District. The evaluation process will be viewed as a continuing process of improvement and will emphasize outcomes beneficial to the Employee and the District. Furthermore, sufficient resources will be made available to support the evaluation process.

#### **8.2 Definition of Terms for Employee Evaluation**

##### **A. Evaluator**

The evaluator is the Administrator or supervisor designated to evaluate an Employee's job performance.

##### **B. Goal Setting**

Goal setting is the process where the Employee and the evaluator establish and review common goals.



**C. Observations**

Observations are the day-to-day interactions between the Employee and evaluator while the Employee is performing his/her job. Job performance deficiencies noted during observations will be reduced to writing and provided to the Employee.

**D. Evaluation**

Evaluation is the written documentation of cumulative observation information gathered during observations of the Employee's job performance.

**8.3 Evaluation Procedures**

**A. Frequency**

All Employees, during the first year of employment, shall be evaluated at least once. After the first year of employment, employees shall be evaluated at least once every three (3) years. In the event an Employee, through voluntary or involuntary manner, transfers to a different building site, the Employee may request an evaluation from the current Administrator.

**B. Instrument**

The evaluator shall use the mutually agreed to form as found in Appendix B for all evaluations.

**C. Evaluation Conference and Employee Comments**

The Employee and evaluator shall agree to a date for an evaluation conference to review the completed evaluation form. In the event an Employee disagrees with any part of the evaluation, the Employee may attach a written response to the evaluation.

**D. Timelines**

Evaluations shall be completed by May 15 of the evaluating year.

**8.4 Evaluation Instrument Review**

Beginning during the 2027-2028 school term, and at least every five (5) years thereafter, the evaluation instrument shall be reviewed by a committee consisting of four (4) ESP's, appointed by the Association, and four representatives appointed by the District.

Any changes agreed upon by the committee shall be recommended to the Board of Education and to the Association for adoption in the following contract. Changes may be implemented sooner by mutual agreement between the District and the Association.

## **ARTICLE 9 GRIEVANCE PROCEDURE**

### **9.1 Grievance Procedure**

The Board and the OESP acknowledge the grievance procedure is to implement the process outlined in this Article so that every attempt is made to resolve grievances equitably and at the lowest possible Level. Any Employee who has a concern, as defined herein, is encouraged to discuss the concern informally with his/her immediate supervisor in an attempt to resolve the concern, provided the resolution of the concern is not inconsistent with the terms of this Agreement.

### **9.2 Definitions**

- A. A concern is an informal complaint that may or may not ripen into a grievance.
- B. A grievance is a written assertion of an alleged misapplication, misinterpretation, or violation of this Agreement.
- C. A grievant is defined as any Employee of the Bargaining Unit and/or the OESP.

### **9.3 Conditions**

- A. Employee and/or OESP representatives who participate in these grievance procedures will not be subject to discipline or reprisal because of such participation. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- B. Since it is important that grievances be processed in a timely manner, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. The term "days" as used in this procedure shall mean days the Unit Office is open for business.
- C. Every effort shall be made to process grievances outside the work hours of the grievant. Should the investigation or processing occur during regular work hours, the Employee/OESP will work with the immediate supervisor to secure approval to be released from work.
- D. When requested by an Employee, an OESP representative may accompany the Employee to assist at any of the following levels. The OESP maintains the right to attend and participate in any and all grievance meetings. Levels One and Two of the procedure may be by-passed by agreement of the Superintendent and OESP representative.

### **9.4 Grievance Prevention Step**

It is agreed that concerns arising between the Employee and the Administration/Board (which may or may not develop into a grievance) be resolved through free and informal communications between the parties concerned. When informal discussions fail to satisfy the concern, a formal grievance may be

processed according to the following:

**A. Level One: File Grievance/Building Meeting**

If the concern cannot be resolved informally, the aggrieved Employee or the OESP shall file the grievance in writing with the Principal or Supervisor. The written grievance will state the nature of the grievance, specific clause or clauses of the Agreement allegedly violated, and the remedy requested provided, however, the failure to do so correctly will not invalidate the grievance. The filing of the grievance at Level One must be within ninety (90) days from the date of the event giving rise to the concern. Within fifteen (15) days after such written grievance is filed, the Employee, the OESP representative, and the Principal or supervisor shall meet to resolve the grievance. The Principal or supervisor shall make a decision on the grievance and communicate it in writing to the Employee, the OESP and the Superintendent within fifteen (15) days.

**B. Level Two: Unit Office Meeting**

In the event a grievance has not been satisfactorily resolved at Level One, the aggrieved Employee or the OESP shall file, within fifteen (15) days of the receipt of the Principal's or supervisor's written decision at Level One, a copy of the grievance with the Superintendent. Within fifteen (15) days after such written grievance is filed, the Employee, the OESP representative, the Principal or supervisor, and the Superintendent or his/her designee, shall meet to resolve the grievance. The Superintendent, or his/her designee, shall make a decision on the grievance and communicate it in writing to the Principal or supervisor, the Employee, and the OESP within fifteen (15) days.

**C. Level Three: Board Meeting**

If a satisfactory resolution is not reached at Level Two, the OESP shall file a copy of the grievance with the Board within fifteen (15) days of the Superintendent's written decision at Level Two. The Employee, the OESP representative, the Superintendent or his/her designee, and the Board shall meet at the next regularly scheduled Board meeting to resolve the grievance, provided the grievance was filed seven (7) days prior to the Board meeting. Otherwise, the grievance will be heard at the next regularly scheduled Board meeting. The Board shall make a decision on the grievance and communicate it in writing within fifteen (15) days to the Employee, the OESP, the Principal or supervisor, and the Superintendent.

**D. Level Four: Arbitration**

If a satisfactory resolution is not reached at Level Three, the OESP may submit the grievance to final and binding arbitration to either the American Arbitration Association (AAA) or the Federal Mediation and Conciliation Service (FMCS), which shall act as the Administrator of the proceedings. If a demand for arbitration is not filed within fifteen (15) days of the date of the Board's written decision, then the grievance shall be deemed withdrawn.

1. The arbitrator shall have no power to alter, amend, modify, nullify, ignore, or add to the terms of this Agreement.
2. Each party shall bear the full costs for its representation in the arbitration. The cost of the arbitrator and the AAA, or FMCS, shall be divided equally between the grievant and the Board.
3. If either party requests a transcript of the proceedings, that party shall bear the full costs for that transcript. If both parties order a transcript, the cost of the two (2) transcripts shall be divided equally between the parties.

## **ARTICLE 10 DISCIPLINARY ACTION**

10.1 Disciplinary action shall be administered pursuant to the following:

**A. Representation**

In the event an Employee is required to attend a meeting, the outcome of which can be anticipated to result in some disciplinary action being taken against the Employee, the Employee shall be informed of his/her right to Association representation.

When an Employee requests representation, the Employee shall be afforded reasonable time as the circumstances dictate to secure such representation.

**B. Disciplinary Procedures**

Discipline is intended to correct misconduct and will be administered in a timely manner and as not to cause unnecessary embarrassment to the Employee. In most cases, progressive discipline shall be used. However, there may be situations involving misconduct where more severe and immediate disciplinary action is required and appropriate.

Steps of progressive discipline are:

1. Verbal warning;
2. Written warning;
3. Suspension without pay; and
4. Dismissal.

**C. Suspension Without Pay and Dismissal**

Prior to a suspension without pay or dismissal of an Employee, the Employee shall have a right to a conference with the Superintendent. At the Employee's request, an Association representative will be present. The specific grounds forming the basis for the suspension or dismissal shall be made available to the Employee and the Association in writing at least

forty-eight (48) hours in advance of such conference. Only the Board, after a due process hearing, can dismiss an Employee.

**D. Just Cause**

An Employee shall not be suspended without pay or dismissed without just cause. The components of just cause are:

1. The Employee has been forewarned, either orally or in writing, of the possible consequences of the Employee's conduct. In circumstances where the Employee's misconduct is so serious that an Employee could be expected to know the conduct is improper, no warning is required;
2. The Board's work rule or the administrative directive is related to the orderly, efficient, and safe operation of the District;
3. The Board/Administration has made an effort to discover whether the Employee violated a work rule or administrative directive;
4. The Board/Administration's investigation has been conducted fairly and objectively;
5. The Board/Administration's investigation has established sufficient evidence that the Employee violated a work rule or administrative directive;
6. The Board/Administration has applied its work rules or administrative directives evenhandedly and without discrimination to all Employees similarly situated to the disciplined Employee; and
7. The degree of discipline administered to the Employee is reasonably related to the seriousness of the Employee's misconduct and the Employee's service to the District.

**ARTICLE 11  
REDUCTION IN FORCE**

**11.1 Pre-Reduction in Force Procedures**

When the Board determines the need for a possible reduction in force (RIF), the Administration shall meet with the OESP prior to the proposed RIF to discuss the following:

- A. The nature of the RIF;
- B. The reasons for the RIF;
- C. A review of the seniority list; and

D. The impact of the RIF.

## 11.2 **Category of Position**

For the purpose of this Article, the categories of position are: School Secretaries, Custodians, Library Media Technicians, and Paraprofessionals/Aides.

Employees affected by a reduction in force may replace an Employee in another non-bargaining unit category of position if the Employee affected by the layoff has more seniority than the Employee in the category of position who could be displaced and the Employee was previously in the other non-bargaining unit category of position.

## 11.3 **Reduction in Force**

- A. Employees shall be laid off in the inverse order of their seniority within the category of position established herein.
- B. If, between two (2) or more Employees, the length of service (i.e. seniority) within the affected category of position is the same, the tie will be broken by whichever Employee has the higher average evaluation score from the most recent evaluation.
- C. Reduction in Force shall be effective at the end of the Employee's contract year.

## 11.4 **Recall**

Employees on layoff shall retain their rights to recall for twelve (12) months from the beginning of the school term following the year they were laid off.

If the Board has any vacancies for the following school term or within one (1) calendar year from the beginning of the following school term, the positions thereby becoming available within the category of position shall be tendered on the basis of seniority in writing to the Employee(s) honorably dismissed from the category of position. The offer shall be sent by certified mail, return receipt requested, to the Employee's address on file with the Board.

## 11.5 **Recall Pool/Substitution**

An Employee in the recall pool shall, upon application and at his/her option, be granted priority status on the school secretary/custodian/library media technician substitute list according to his/her seniority with the District.

## **ARTICLE 12 SENIORITY**

### **12.1 Definition**

Seniority shall be defined as the length of continuous service in the District from the Employee's date of hire in a position covered by this Agreement. Seniority shall accrue on an annual basis, beginning with the date of hire. Part-time Employees shall accumulate seniority on a pro-rata basis determined by the number of hours worked per day. An Employee's seniority earned prior to the time this Agreement is signed shall be fully vested.

### **12.2 Purpose of Seniority**

The District will use seniority as the criteria for the purpose of Employee layoff and recall.

### **12.3 Breaking of Seniority**

Seniority shall be broken by discharge, resignation, retirement, layoff, or movement into a different category of position. If a reduction in force is in effect, the Employee shall retain seniority for recall purposes. However, seniority shall not accrue while an Employee is not working as a result of a reduction in force. When an Employee moves into a different category of position, she/he will not carry her/his seniority to the new category of positions, however, she/he will retain but not accrue seniority in the previous category of position.

### **12.4 Seniority List**

An updated seniority list shall be provided annually to the OESP President prior to February 1 of each year and posted in each building. Each Employee shall have thirty (30) days after such posting to file a written objection to his/her placement (i.e., years of seniority) on the seniority list.

## **ARTICLE 13 VACANCIES**

### **13.1 Vacancies**

#### **A. Definition**

For the purpose of this Agreement, a vacancy is an open bargaining unit position the Board intends to fill as a result of resignation, termination, death, or transfer. In addition, a vacancy can result from the creation of an additional bargaining unit position at a school site. In some cases, a vacancy can occur when an Employee is on an indefinite leave.

**B. Procedures**

The following procedures will be used to fill vacancies:

1. The position shall be posted electronically at least five (5) days prior to the Board of Education hiring an applicant. The electronic posting will be via email to all OESP Employees at each student attendance center, as well as being posted electronically on the district employment website. Positions posted shall have an anticipated start date listed. The posting period may be waived by mutual agreement of the Administration and Association.
2. Employees of the bargaining unit, who have applied for the vacancy in writing during the period indicated above, may be interviewed and, if interviewed, shall be interviewed prior to external candidates. Upon completion of the probationary period, an Employee may apply for any vacancy.
3. Employees of the bargaining unit who are interviewed, but are not selected for a vacancy, may request in writing and shall receive a written list/description of what he or she can do to improve his/her candidacy.
4. Bargaining unit members may apply for vacant positions on Appendix B of the Negotiated Contract between the Board and Olympia Education Association ("OEA"). If hired for one of these vacant positions, bargaining unit members will be paid at the rate listed in the OEA collective bargaining agreement, including the longevity provisions outlined in Article 8.6, when applicable.

**ARTICLE 14  
TRAVEL REIMBURSEMENT**

- 14.1 An Employee who uses his/her own personal automobile when on school business as approved by the immediate supervisor, shall be reimbursed by the Board of Education at a rate equivalent to the IRS mileage allowance in effect. This rate shall be adjusted at such time the IRS adjusts the rate.

**ARTICLE 15  
EMPLOYMENT**

**15.1 Administration of Medication**

While nothing in this section shall prohibit an Employee from providing emergency medical assistance to students, an Employee will not be required to administer medication to a student. In addition, an Employee shall not be required to conduct head lice inspections of students. However, an Employee may be required to contact parents or guardians when a student has head lice infestation.



## 15.2 Workweek/Overtime

### A. School Year Employees (Secretaries)

1. The full-time normal workweek is forty (40) hours, consisting of five (5) working days of eight (8) hours each. The regular daily hours will be set at the building site by the immediate supervisor. During the Employee workday, Employees may be allowed to flex time, typically fifteen (15) minutes after the student day, provided that the request has been made at least one day in advance and approved by the building supervisor. Each Employee will have a one-half (1/2) hour duty-free lunch period. The workweek will run from 12:01 a.m. Sunday through 12:00 midnight Saturday. In no case, shall an employee be given a “split shift,” additional breaks, or an extended break to prevent them from incurring overtime or additional regular hours.
2. Employees shall work two evenings during Parent-Teacher Conferences in the fall and spring, but will not work one (1) day when the compensation day is taken for teachers and students.
3. The Employee work day may end with the completion of duties and departure of buses the day before Thanksgiving, winter vacation and Spring Break.
4. Employees who are assigned to substitute for a different position that does not require an additional license shall be compensated an additional \$20 for a half day (four hours or less) or \$40 for a full day (more than four hours). Employees who are assigned to substitute for a different position that requires a substitute teaching license shall be compensated an additional \$30 for a half day (four hours or less) or \$60 for a full day (more than four hours).
5. Employees that sub in a TRS eligible position must put in for an unpaid day of work if they are going to sub for a full day or for an unpaid half day of work if they are going to sub for a half day. They will then be compensated at the daily substitute rate, plus the additional compensation outlined in number 4 above. If the Employee’s daily rate of pay exceeds the substitute daily rate, they will be paid their daily rate plus the additional compensation outlined above in number 4.
6. All overtime must be approved by building administration prior to any hours worked that would result in overtime. Staff members should not work any overtime unless those hours have received prior approval. If immediate approval is not possible, the staff member must inform the supervisor as soon as reasonably feasible.

### B. School Year Employees (Library Media Technicians)

1. The full-time normal workweek is forty (40) hours, consisting of five (5) working days of eight (8) hours each. The regular daily hours will be set at the building site by the immediate supervisor. During the Employee workday, Employees may be allowed to flex time, typically fifteen (15) minutes after the student day, provided that the request has been made at least one day in advance and approved by the building supervisor. Each Employee will have a one-half (1/2) hour duty-free lunch period. The workweek will run from 12:01 a.m. Sunday through

12:00 midnight Saturday. In no case, shall an employee be given a “split shift,” additional breaks, or an extended break to prevent them from incurring overtime or additional regular hours.

2. Library Media Technicians shall work a total of eight (8) hours of additional work during each semester, which may include a portion of Parent-Teacher Conference days, but Library Media Technicians will not be required to work the day students are not in attendance after Parent-Teacher Conferences. These hours shall be exempted from the overtime provisions below, but will be worked at the direction of the Building Administrator.
3. The Employee work day may end with the completion of duties and departure of buses the day before Thanksgiving, winter vacation and Spring Break.
4. Employees shall be assigned other necessary duties for the success and safety of the school, including, but not limited to, supervising before and after school or other necessary duties. Such duties shall not exceed a total of thirty (30) minutes per day.
5. Employees who are assigned to substitute for a different position that does not require an additional license shall be compensated an additional \$20 for a half day (four hours or less) or \$40 for a full day (more than four hours). Employees who are assigned to substitute for a different position that requires a substitute teaching license shall be compensated an additional \$30 for a half day (four hours or less) or \$60 for a full day (more than four hours).
6. Employees that sub in a TRS eligible position must put in for an unpaid day of work if they are going to sub for a full day or for an unpaid half day of work if they are going to sub for a half day. They will then be compensated at the daily substitute rate, plus the additional compensation outlined in number 5 above. If the Employee’s daily rate of pay exceeds the substitute daily rate, they will be paid their daily rate plus the additional compensation outlined above.
7. All overtime must be approved by building administration prior to any hours worked that would result in overtime. Staff members should not work any overtime unless those hours have received prior approval. If immediate approval is not possible, the staff member must inform the supervisor as soon as reasonably feasible.

### **C. School Year Employees (Paraprofessionals/Aides)**

1. The full-time normal workweek is forty (40) hours, consisting of five (5) working days of eight (8) hours each. The regular daily hours will be set at the building site by the immediate supervisor. During the Employee workday, Employees may be allowed to flex time, typically fifteen (15) minutes after the student day, provided that the request has been made at least one day in advance and approved by the building supervisor. Each Employee will have a one-half (1/2) hour duty-free lunch period. The workweek will run from 12:01 a.m. Sunday through 12:00 midnight Saturday. In no case, shall an employee be given a “split shift,” additional breaks, or an extended break to prevent them from incurring overtime or additional regular hours.
2. The Employee work day may end with the completion of duties and departure of buses the day

before Thanksgiving, winter vacation and Spring Break.

3. Employees who are assigned to substitute for a different position that requires a substitute teaching license shall be compensated an additional \$30 for a half day (four hours or less) or \$60 for a full day (more than four hours).
4. Employees that sub in a TRS eligible position must put in for an unpaid day of work if they are going to sub for a full day or for an unpaid half day of work if they are going to sub for a half day. They will then be compensated at the daily substitute rate, plus the additional compensation outlined in number 3 above. If the Employee's daily rate of pay exceeds the substitute daily rate, they will be paid their daily rate plus the additional compensation outlined above.
5. Intervention aides who must independently prepare materials for the purposes of providing interventions, shall be given at least one hundred twenty-five (125) minutes each week to organize, prepare, and properly store materials. This time will be calculated as part of their normal workday. School weeks that are fewer than five (5) days will result in a proportional amount of time per week. For example, a week with four (4) days will result in one hundred (100) minutes each week to organize, prepare, and properly store materials. All Intervention aides will receive 3 full days of planning time following the Fall and Winter Data Days.
6. All overtime must be approved by building administration prior to any hours worked that would result in overtime. Staff members should not work any overtime unless those hours have received prior approval. If immediate approval is not possible, the staff member must inform the supervisor as soon as reasonably feasible.

#### **D. Twelve Month Employees (Custodians)**

The full time normal workweek is forty (40) hours consisting of five (5) working days of eight (8) hours each period. The regular daily hours will be set at the building site by the immediate supervisor. Prior to the first day of school, the administration shall provide each custodian with his/her daily schedule, which shall include two (2) fifteen (15) minute breaks and a one-half (1/2) hour duty free lunch period. Each custodian shall follow his/her daily schedule unless directed otherwise by his/her immediate supervisor. The workweek will run from 12:01 am Sunday through 12:00 midnight Saturday. In no case, shall an employee be given a "split shift," additional breaks, or an extended break to prevent them from incurring overtime or additional regular hours.

#### **E. Overtime**

Employees will receive additional compensation for pre-scheduled and pre-approved overtime work. Overtime is calculated on hours worked in excess of forty (40) in one (1) workweek. Hours worked include paid holidays, but exclude vacations, sick leave or other approved leaves. An Employee authorized to work overtime (over 40 hours in a 1-workweek period) will be compensated at the rate of one and one-half (1 1/2) times his/her regular rate of pay.

If the need for overtime to take care of routine building cleaning and maintenance is approved, the Administration shall offer the overtime first to bargaining unit members in the building where the overtime is needed. If those Employees are not able to fulfill the overtime, the Administration will offer the overtime to bargaining unit members in other buildings.

Overtime for pre-scheduled activities shall be posted and sent via email at least one calendar week in advance of the overtime activity. Bargaining unit members may volunteer for such activities, beginning with the most senior employee and moving down to the least senior employee. Once an employee volunteers, they will move to the bottom of the volunteer list. If an overtime opportunity has not been filled three (3) days prior to the event, the District reserves the right to ask a substitute custodian to work the hours that are available for the event. If no substitute custodian volunteers for the event, then the District shall assign the overtime to employees, beginning with the least senior employee and moving to the most senior. Once an employee has been assigned an overtime opportunity, they will move to the end of the assigned overtime list. These lists shall be maintained electronically and shall be shared with employees and the association president.

If a volunteer is unable to fulfill the work for an opportunity, they shall seek to find a replacement worker from within the bargaining unit. If they are unable to find a replacement, they will notify the District as soon as possible, but no later than three (3) days prior to the event, so the District can implement the procedures above.

The district will keep two overtime lists- one for volunteer opportunities and one for forced overtime. If an event is added to the facilities calendar under one week before the date of the event, the District reserves the right to follow the procedures above as soon as possible.

Substitute or temporary Employees shall not be hired solely for the purpose of avoiding overtime for regularly employed bargaining unit members.

- F. The Administration reserves the right to establish and modify the daily work schedule for employees, including, but not limited to, setting the start time, duty-free lunch break time, and end time for each employee's day. Employees shall adhere to the designated work hours as determined by the Administration, and any changes to these hours will be communicated in advance.

The Administration retains the authority to adjust the schedule as needed based on operational requirements, staffing needs, or other considerations, provided that such changes are consistent with applicable laws and regulations.

### 15.3 **Contract Period**

- A. School Year Employee Contract Period

School Year Employees work on days when school is in session and on additional days as scheduled

according to the chart below:

<b>Months Worked</b>	<b>District School Year (days)</b>	<b>Additional Days Worked</b>	<b>Work Days Per Year</b>	<b>Paid Holidays</b>	<b>Days Paid Per Year</b>
10 (Sec.)	180	15 *	195	7	202
9.5 (LMT)	180	7 *	187	7	194
9 (Aide)	176	0	176	7	183

\*The additional days worked will typically consist of eleven (11) days before the start of the school year and four (4) consecutive days after the end of the school year for School Secretaries. For Library Media Technicians, the additional days shall consist of five (5) days before the start of school and two (2) days after the end of the school year.

Employees who are responsible for closing the books for the previous fiscal year, will work three (3) consecutive days after the end of the school year and will work the remaining days between July 1 and July 30 to close said books.

Employees do not report to work when an emergency school closing day is used. If the District declares a Remote Learning for students, Secretaries and Library Media Technicians, will not be required to report to their assigned building, but shall be available for remote work to the extent that it is possible to perform those duties while away from their worksite. Appropriate technology for performing this work shall be requested by the employee prior to a Remote Learning Day. In no case, shall an Employee have their pay reduced due to any inability to perform their regular duties on a Remote Learning Day.

In addition to the days aforementioned, Employees may request or be asked to work additional days. In the event that a member of the bargaining unit works additional days, the parties shall follow all terms and conditions of the negotiated agreement and contract language.

#### **B. Twelve Month Employee Contract Period**

Full time twelve month Employees will work a regular schedule consisting of five (5) days of eight (8) hours each with the exception of holidays as listed in this agreement and other approved leaves.

In the event of an emergency school closing, Employees are not required to report to work. If an Employee can safely report to work, he/she is allowed to do so. Twelve month Employees who do not report to work for an emergency school closing may choose to use vacation or personal days to avoid a loss of pay for an emergency school closing day. Twelve month Employees who do not choose to use vacation or personal days will work the additional hours directly following the emergency day at a non-overtime rate. If the Employee is unable to provide the work directly after the emergency day, with pre-approval from the Administration, he/she will be allowed to provide the non-overtime work on other regular work days during the course of the next six (6) months after there has been a school emergency day in order to maintain his/her normal hours worked.

## 15.4 Holidays

### A. School Year Employee Holidays

The Board of Education will pay for the following holidays.

Labor Day	New Year's Day
Thanksgiving Day	President's Day
Day after Thanksgiving	Memorial Day
Christmas Day	

### B. Twelve Month Employee Holidays

The Board of Education will pay for the following holidays for Twelve Month Employees.

New Year's Eve	Martin Luther King Jr.'s Birthday
New Year's Day	Memorial Day
Day commonly designated as Good Friday	Labor Day
Independence Day	President's Day
Columbus Day	Christmas Eve
Thanksgiving Day	Christmas Day
Day after Thanksgiving	Day after Christmas
Juneteenth	

If one of the holidays set forth above in 15.4.A or 15.4.B falls on a Saturday or Sunday, or if the Board of Education chooses to hold school on one of the above holidays, the Administration will specify a non-student attendance day as a replacement day off with pay.

## 15.5 Sick Leave

- A. New Employees shall be granted sick leave at the rate of fifteen (15) working days per year commensurate with their position, with total accumulation of unused sick days not to exceed two hundred forty-five (245) days. All other Employees shall be credited with the following sick leave days on the first day of their contractual year, provided the district does not incur a penalty from IMRF:

Zero (0) to five (5) years of completed service in the District:	15 days
Six (6) to twelve (12) years of completed service in the District:	18 days
Thirteen (13) to eighteen (18) years of completed service in the District:	20 days
Nineteen (19) to twenty-four (24) years of completed service in the District:	23 days
Twenty-five (25) years of completed service in the District and beyond:	26 days

In the event that a staff member resigns their position before the end of the school year, their sick day allotment for that year will be prorated based on the number of days that the staff member worked for that current year.

- B. The Board of Education may require a physicians' certificate, or if treatment is by prayer or spiritual means, that of a spiritual advisor or practitioner of such teacher or Employees' faith, to substantiate the validity of a claim for sick leave of three (3) or more consecutive days for reasons of personal illness, or as the Board may deem necessary in other cases.
- C. The Board of Education, at its expense, may require Employees to be examined by a physician of its choice to verify personal illness.
- D. Employees may use sick leave for personal illness or injury, quarantine at home, or serious illness or death in the household or immediate family. The immediate family for the purpose of this provision shall include: parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, step-children, step-parents, step-brothers/sisters, step-grandchildren, foster children, and legal guardians.

#### 15.6 **Bereavement Leave**

Employees may use up to three (3) days, per incident, for leave connected with the death of an immediate family member or of an aunt, uncle, niece or nephew for such reasons as executing an estate, arranging burial and funeral rites, funeral attendance, travel, selling a decedent's property, etc. These days are not deducted from the Employee's sick leave or personal leave and do not accumulate. The building Administrator may approve the use of up to two (2) bereavement days of leave for non-family members.

#### 15.7 **Personal Leave**

Personal leave means authorized absence with pay for assigned, regular or usual duties which are to be performed in the course of one's employment in and for the District. Two (2) days of personal leave will be granted each year. Personal leave must be requested in advance and is approved by the Building Principal or immediate supervisor. Except in special circumstances, personal leave shall not be granted during the first or last week of the school term and specifically prohibited during any form of work stoppage. The Business Manager must approve this special circumstance.

Unused personal leave days will accumulate and carry over to the following year. At no time will an Employee have more than four (4) personal days. Unused personal days in excess of four (4) roll over into sick days.

#### 15.8 **Emergency Leave**

The purpose of an emergency leave day is to provide staff members with the opportunity to take emergency leave in the event of an unforeseen personal or family emergency that requires immediate attention. Taking a day under this leave category will be coded as an emergency day.

Emergency leave refers to time off granted to staff members due to an unexpected and urgent situation, such as a flooded basement, a pet emergency, or any other unforeseen emergency that requires the immediate attention of the staff member.

One (1) day of emergency leave may be granted each year. Unused emergency days shall not accumulate.

Staff members requesting emergency leave must notify their immediate supervisor as soon as possible, preferably before the start of their workday or as soon as they are aware of the emergency. If immediate notification is not possible, the staff member must inform the supervisor as soon as reasonably feasible.

**15.9 Use of Sick and Personal Leave for Less Than a Half Day**

Employees may request sick and personal leave in .25 increments and record such requests on-line for approval by the Building Principal or immediate supervisor. Custodians who use sick leave for less than one-half day as provided herein shall endeavor to complete their regular duties for that day during their actual working hours.

**15.10 Jury Duty**

Employees serving on a jury during his/her scheduled working hours shall receive his/her full salary for a time served on the jury upon surrendering to the school district all payments received for serving as a juror, less any mileage allowance, meal allowance, and parking fees.

If such jury duty is less than the normal workday, the Employee shall return to his/her assigned job.

If such jury duty occurs during the Employee's scheduled time off, he/she shall retain pay for such jury duty.

**15.11 Vacation Days (12 Month Employees Only)**

Twelve Month Employees shall be granted vacation on the basis of two and one-half (2 ½) days per fiscal quarter years worked.

Employees who would normally be granted ten (10) total days of vacation after the end of their eleventh year will be granted one (1) additional day each year as follows:

11 years of service – 11 days of vacation

12 years of service – 12 days of vacation

13 years of service – 13 days of vacation

14 years of service – 14 days of vacation



15 years of service – 15 days of vacation

16 years of service or more – 16 days of vacation

Employees who work year round (12 months) shall have vacation during the summer months of June, July and August, unless otherwise approved by the Superintendent or designee. When an Employee reaches the end of a fiscal year, he/she shall receive credit for the vacation earned from the time of employment to the end of the fiscal year in which employment began, at the proper number of days for each complete quarter worked. After an Employee has worked one (1) full year, he/she shall receive credit for vacation due at the end of each quarter (October 1, January 1, April 1, and July 1). Vacation time earned in one (1) fiscal year shall be used by the end of the following fiscal year or the Employee shall lose it. Employees terminating their employment shall be entitled to remuneration for the amount of vacation earned to the date of termination, provided they have been an Employee of the school district for one (1) year and the termination has been caused by either Board of Education action or by a two (2) weeks' notice in writing by the employee.

#### 15.12 Sick Leave Bank

The Sick Leave Bank is a voluntary bank of Employees' sick leave days administered by the district, which may be used for serious illness only by participating Employees. The information will be shared between parties and the official copy will be housed in the district office. Members of the bargaining unit will only be eligible to access days in this sick bank.

15.12.1 Each newly hired Employee is automatically a member of the Bank for his/her first year. After the first year, to remain a member of the Bank, the Employee must donate one day. Any Employee may donate one day to the Bank and become a member.

15.12.2 Upon request by the Association to the Superintendent, the number of unused days in the Sick Leave Bank will be reported to the Association.

15.12.3 In the event that the Sick Leave Bank falls below 75 days during the school year, the Association President will be informed by the Superintendent. All Employees will be given the opportunity to donate one or more days to the Bank.

15.12.4 In the event that the Sick Leave Bank falls below 75 days before the school year, all Employees, to remain a member, will donate one or more sick leave days to the Bank.

15.12.5 Days in the Sick Leave Bank shall be for serious illness on the part of the Employee, spouse, or dependent member of the household. It does not cover elective surgery. Employees who draw benefits under the Illinois Municipal Retirement Fund will cease to draw from the Sick Leave Bank. It is understood serious illness due to pregnancy is to be treated as any other serious illness which otherwise would qualify a teacher for sick leave use from the Bank. Doctor's verification required.

15.12.6 For participating Employees to withdraw from the bank, a period of two work days must pass following the exhaustion of one's sick leave.

15.12.7 Days from the Sick Bank may be used non-consecutively pending approval by the Superintendent and Sick Leave Bank committee.

15.12.8 All participants in the sick leave bank may withdraw, upon approval of the Sick Leave Bank Committee, days from the Sick Leave Bank for serious personal illness, based upon the following schedule:

Number of Years	Days of Sick Leave (Per Year)
1-4	10
5-10	25
11 or more	40

Sick Leave Bank days used for serious illness of a spouse or dependent member of the household shall be limited to a cumulative total of ten (10) days per year.

15.12.9 A committee of the Superintendent and two (2) Association members will review each request and determine if the request qualifies for Sick Leave Bank usage.

15.12.10 A retiring Employee may donate up to ten (10) sick days to the Sick Leave Bank.

### 15.13 **Sick Leave Donation**

Any eligible Employee who has exhausted his or her sick leave, has withdrawn the maximum allowable number of days from the sick leave bank as provided in Section 15.11 of the Agreement, and suffers from a serious illness, or whose spouse or dependent member of the household suffers from a serious illness, as defined in Section 15 of the Agreement, may request a donation of sick days.

The request must be accompanied by a statement from a licensed physician verifying the medical necessity of the additional leave days. Only full-time Employees who have been employed by the District for at least one full academic year shall be eligible to request a donation of sick days.

A request for donation of sick days shall be made jointly to the Association and to the Superintendent. If both the Association President and the Superintendent agree that the request meets the criteria set forth, the Superintendent shall notify other members of the bargaining unit (whether or not members of the Association) of the request, starting with the building in which the request originated, without identifying the requesting Employee by name.

If the building in which the request originates does not donate enough days to meet the approved number of days, the remaining members of the bargaining unit will receive the request. Only full-time Employees who have been employed by the District for at least one full academic year shall be eligible to donate days.

Employees who receive a request for donation may donate up to two (2) days of their accumulated sick leave days. Participation is voluntary, and no Employee shall be required to donate any days. No more

than a total of fifty (50) days may be granted to any Employee in one fiscal year. Any days received by an Employee must be used for the purposes of the serious illness and may not be carried over to a subsequent school year.

Any days donated by an Employee shall be deducted from that Employee's sick leave allotment and shall not be available to that Employee again. Days shall be used in the order they are donated. Any unused days left at the end of the work year shall be returned to the donating Employees.

#### **15.14 Staff Absences**

On days that 20% of the support staff has already requested a day off, no additional pre-arranged absences will be approved, excluding unforeseen illnesses and emergencies that arise on the day. Bereavement leave is also exempt from this policy.

#### **15.15 Mandatory Trainings**

Employees shall be required to complete state required mandatory training (i.e., Bloodborne Pathogens, Fire Safety, etc.) according to information provided by the District via the Education Leaders Network (ELN) system, or any other similar system the district may choose to employ.

Employees shall be given necessary time to complete their trainings during one of the full day teacher institutes each year. During school years that there are fewer than 2 e Learning days, staff would be invited to a Full Day School Improvement Day that they were not previously scheduled to attend to complete the mandatory trainings. Staff can complete a timecard/True Time entry to be compensated for that additional time.

#### **15.16 Progress Conference for Own Children**

A bargaining unit member with a child or children attending District schools shall, if the scheduling allows, have the opportunity to meet with the child's or children's teacher on the conference day designated on the District calendar. Bargaining unit members should work with their building administrator or immediate supervisor to attempt to find a mutually agreeable time to be absent to attend progress conferences.

## **ARTICLE 16 UNPAID LEAVES**

#### **16.1 Unpaid Leave**

Leaves of absence without pay may be granted to non-probationary Employees for a period of time not to exceed six (6) months, and who desire to return to employment in a similar capacity at a time mutually consistent with the needs of the District. Each approved leave of absence shall be of the shortest possible duration required to meet the purpose for the leave and the needs of the District, but

in no case shall the leave of absence exceed one (1) calendar year. Leaves of absence without pay may be granted 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.
- 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 nor three (3) months' notice.
- D. Leaves may be granted for:
  - 1. military service;
  - 2. adoption;
  - 3. extended illness;
  - 4. other reasons acceptable to the Board or Administration; or
  - 5. maternity/paternity (Sick Leave may be used for maternity-based disability).
- E. Employees on such leave may continue insurance benefits subject to the insurance carrier's approval if they reimburse the District for any costs of premiums for which they apply.
- F. Leaves of absence shall not be granted immediately prior to or immediately following holidays or vacation except in an extreme emergency.
- G. An employee shall not be eligible for sick leave pay during the period of leave of absence.

#### **16.1.1. Days without Pay / Unpaid Days**

Leave without pay for individual days may be granted for reasons and under conditions determined and approved by the Superintendent. Prior to requesting any unpaid days, all personal days must be expended / used. At least 72 hours in advance, Employees should submit a written request for unpaid days to the Superintendent or designee. The request should include the reason for the leave and the proposed number of days. In the event of an emergency, a verbal request can be made initially with a written request to follow at the earliest possible date.

#### **16.2 Family Medical Leave**

The District shall provide family leave pursuant to the Family and Medical Leave Policy (5:185). Use of the support staff sick leave bank is not a requirement for receiving Family and Medical Leave.

Employees who are on an approved leave of absence may not engage in any form of self-employment or perform work for any other employer during that leave, except when the leave is for military or public service or with the prior written approval of the Superintendent. Employees who take employment with another employer may be subject to discipline, up to and including termination from their position.

## **ARTICLE 17 BENEFITS**

### **17.1 Health and Accident Insurance**

All full-time Employees working at least six (6) hours per day each day in the normal course of their work are eligible for the School District's Group Health and Accident Major Medical Insurance Plan which includes term life insurance.

The employer shall pay 100% of the cost of the "employee only" medical/dental/vision insurance through the District group health insurance plan. The employee, at their cost for the additional premium based on the rates that the insurance provider provides to the Insurance Committee minus what the district is contributing for "employee only", may add eligible spouse or dependents to the plan, consistent with the laws, rules, and regulations for such eligibility and addition. Dual-employed spouses will be required to pay premiums for their dependents.

If an Employee elects not to be in the District Group Health Insurance Plan, that Employee shall be granted an amount equal to the maximum allowable by IRS rules annually as an allocated sum to be applied to other health care costs as defined in the District's Flexible Benefit Plan.

The Association shall designate two (2) representatives as members of the Olympia Health Insurance Committee to meet as needed. This committee shall also act as a review committee to review complaints concerning coverage alleged to have not been provided in accordance with the insurance plan.

The committee shall not engage in collective bargaining but rather consensus-building. The work of the committee is to be collaborative in order to promote a wide range of views and opinions on the subjects to be dealt with. The recommendations, if any, reported out by the committee will be provided to both the Board and the Association. The Board and Association will be free to use the recommendations in the formulation of their respective collective bargaining proposals for negotiations of amendments to the existing Collective Bargaining Agreement or successor agreement as the case may be.

The committee shall have access to all master policies, documents describing benefit coverage or claim procedures and experience, and other documents generated by the Plan Administrator which have been customarily provided to the Board. The district Business Manager will supply these materials to the committee as they become available from the Plan Administrator. However, the Business Manager shall take whatever steps are necessary to protect the confidentiality of the individual Plan participants as required by the Americans With Disabilities Act and HIPAA.

The committee may utilize the services of consultants who may attend meetings and who shall inform the committee as to recommendations in modification of the Plan design, interpret data generated from the various reports and bidding carriers, and provide projections of future Plan performance.

The committee shall consider all options which are in the best interests of the Plan, taking into account, without limitation, benefit designs and options, cost savings, cost containment options, managed care,

and preventative and wellness programs. The committee shall consider, but not by way of limitation, the following:

- additions to and modifications of the benefits currently in effect;
- selection of insurance and stop-loss reinsurance carriers;
- selection of third party Administrators;
- selection of managed care networks and brokers;
- management of accumulated reserves;
- selection of the funding mechanism for coverage (i.e. fully funded conventional, self-funded, etc.); and
- establishment of premium levels for single and family coverage.

## **17.2 Retirement Incentive**

Employees who have worked a minimum of fifteen (15) years up to twenty (20) years as IMRF qualified Employees in the Olympia School District who are eligible to retire as per the provisions of IMRF and elect to retire as evidenced by the submission of the irrevocable letter of resignation to the Board of Education by the August Board meeting before their final year of employment, shall have Two Thousand and 00/100 Dollars (\$2,000.00) added as a post-retirement benefit. Employees who have worked a minimum of twenty (20) years or more as IMRF qualified Employees who are eligible to retire as per the provisions of IMRF and elect to retire as evidenced by the submission of their irrevocable letter of resignation to the Board of Education by the August Board meeting before their final year of employment, shall have Three Thousand and 00/100 Dollars (\$3,000.00) added as a post-retirement benefit. Employees who have worked a minimum of twenty-five (25) years or more as IMRF qualified Employees who are eligible to retire as per the provisions of IMRF and elect to retire as evidenced by the submission of their irrevocable letter of resignation to the Board of Education by the August Board meeting before their final year of employment, shall have Four Thousand and 00/100 Dollars (\$4,000.00) added as a post-retirement benefit. If an Employee retires before the end of the school year, the Employee will only receive the proportion of the incentive that is prorated by the length of the school year that they work.

## **17.3 Longevity Bonus**

All employees shall qualify for the longevity bonus described below.

- For an Employee in their 10<sup>th</sup> through 15<sup>th</sup> year, a \$500 longevity bonus will be paid each fiscal year;
- For an Employee in their 16<sup>th</sup> through 19<sup>th</sup> year, a \$750 longevity bonus will be paid each fiscal year;
- For an Employee in their 20<sup>th</sup> through 24<sup>th</sup> year, a \$1000 longevity bonus will be paid each fiscal year;
- For an Employee in their 25<sup>th</sup> year or more, a \$1500 longevity bonus will be paid each fiscal year.

The years of experience must be continuous employment in District #16 without interruption. For any Employee returning from a one (1) year board-approved leave of absence, said leave will not be included in total years of experience for longevity bonus, but will not be considered as a break in employment.

An Employee will be eligible for the bonus if he/she has the years required to qualify for the bonus at any time during the fiscal year. The bonus will be paid each year in two pays, 50% paid on the 1<sup>st</sup> payroll in December and 50% on the 1<sup>st</sup> payroll in June, if an active employee.

An Employee is only eligible for one bonus in a fiscal year.

Employees are eligible for only one bonus or retirement incentive, whichever is greater, in the year prior to retirement.

**17.4 Waiver of Student Fees**

For all members of the bargaining unit who enroll students at an Olympia school, all student registration and activity fees shall be discounted by 50%. This shall only apply to employees who are residents of the Olympia School District. If the bargaining unit member qualifies for reduced status, their fees will be discounted by 50% of the actual amount due for registration.

**17.5 Pay Rate for Additional Work**

Members of the bargaining unit who provide additional supervision or perform additional duties outside the normal workday, shall be compensated at a rate equal to their regular hourly rate plus an additional premium of twenty dollars (\$20) per additional day or session of duty that they work, as listed below.

Such supervision and additional duty activities include, but are not limited to:

- Homework Club
- Success Club
- After School Student Supervision
- SWAG Lab
- Detention
- Saturday School/Detention
- After School Interventions

## **ARTICLE 18 SURVEILLANCE CAMERAS**

- 18.1** The primary purpose of the use of surveillance cameras is to secure the buildings and not to evaluate the performance of Employees or to monitor their behavior or conduct. Should an incident involving

Employee misconduct be observed during the review of security camera video, discipline resulting from the incident shall be consistent with any applicable provision of this agreement.

## **ARTICLE 19 PERSONNEL FILE**

- 19.1 Members of the bargaining unit shall have the right, upon request and at a time mutually convenient to the parties but not to be unreasonably delayed, to review the contents of their own personnel file as maintained by the District. A representative of the Association may, at the Employee's request, accompany the Employee in this review. Privileged information, such as letters of reference, shall be specifically exempted from such a review. A staff member may write a response to any material contained in his/her personnel file, and this response will also be placed in the member's personnel file. The Administration shall provide the Employee with a copy of any disciplinary or evaluative material placed in the personnel file within five (5) school days of the date such material is placed in the file. Upon reasonable request, the employer shall reproduce any materials in the Employee's personnel file.

## **ARTICLE 20 EFFECT OF AGREEMENT**

### **20.1 Complete Agreement**

The parties acknowledge that during the negotiations which resulted in this agreement and its appendices, each had the unlimited right and opportunity to make demands and proposals, and that the understandings and agreements arrived at by the parties after the exercise of that right are fully and completely set forth in this agreement. The terms and conditions may be altered, changed, added to, deleted from, or modified only through the mutual consent of the parties in a written amendment.

Should any Article, Section, or clause of this agreement be declared illegal by a court of competent jurisdiction, said Article, Section or clause, as the case may be, shall automatically be deleted from this agreement to the extent that it violates the law but the remaining Articles, Sections, and clauses shall remain in full force and effect for the duration of this agreement, if not affected by the deleted Article, Section, or clause.

This agreement shall continue in full force and effect from July 1, 2025 through June 30, 2028. Either party may notify the other in writing no less than sixty (60) days prior to the expiration date of its desire to modify, amend, or terminate this agreement.



For OESP:

Stacey Boots  
Stacey Boots

June 23, 2025  
Date

For the Board:

Laura O'Donnell  
Dr. Laura O'Donnell

June 23, 2025  
Date

## **APPENDIX A SALARY COMPENSATION**

The starting rate of pay for new OESP members will be as follows:

### **Secretary:**

2025-2026 School Year: \$18.95 per hour

2026-2027 School Year: \$19.95 per hour

2027-2028 School Year: \$21.00 per hour

### **Custodian:**

2025-2026 School Year: \$18.20 per hour

2026-2027 School Year: \$19.00 per hour

2027-2028 School Year: \$20.00 per hour.

*\*please note that 2<sup>nd</sup> shift custodians receive a .30 cent per hour rate increase*

*\*please note that 3<sup>rd</sup> shift custodians receive a .45 cent per hour rate increase*

These shift differentials shall remain in place in the event the District allows the consolidation of shifts during breaks in student attendance. In addition, the differentials will remain in place in the case of involuntary transfers or temporary assignments.

### **Library Media Tech:**

2025-2026 School Year: \$16.60 per hour

2026-2027 School Year: \$17.40 per hour

2027-2028 School Year: \$18.30 per hour

### **Paraprofessional/Aide:**

2025-2026 School Year: \$16.50 per hour

2026-2027 School Year: \$17.50 per hour

2027-2028 School year: \$18.50 per hour

Intervention Aide: Those serving as Intervention Aides shall be paid a premium of one dollar (\$1.00) per hour in addition to their regular wage.

Special Circumstance Premium: Those Paraprofessionals and Aides serving as in the RISE, ECE and ED rooms, as well as those who, as a part of their regular duties, regularly have to diaper or toilet students, shall be paid a premium of one dollar (\$1.00) per hour in addition to their regular wage.

Any new secretary, custodian, library media tech, or paraprofessional/aide that starts with previous experience may be started at a higher rate, by mutual agreement between the Administration and OESP President. The starting wage will be determined by using the hiring chart for the appropriate year attached hereto as Appendix C. In no case shall a new employee start at a wage that is higher than a current employee with equivalent experience.

Any existing bargaining unit member who transfers to a different position within the bargaining unit shall have their experience credit move with them to the newly acquired position. For example, if a bargaining unit member works for three years as a paraprofessional and then applies for and is hired as a custodian, they would be paid a wage commensurate with that of a custodian in their fourth year. In no case shall this language be utilized to lower the wages of an existing bargaining unit member upon transfer.

All current employees of the 2024-2025 school year that return to work for the 2025-2026 school year will receive a one-time stipend of \$900, payable on the September 5th, 2025 payroll, provided they are still employed by the District at that time.

All current employees of the 2025-2026 school year that return to work for the 2026-2027 school year will receive a one-time stipend of \$1000, payable on the September 5th, 2026 payroll, provided they are still employed by the District at that time.

All current employees of the 2026-2027 school year that return to work for the 2027-2028 school year will receive a one-time stipend of \$1200, payable on the September 5th, 2027 payroll, provided they are still employed by the District at that time.

For each year of the contract, each employee shall be given a six percent (6%) increase over their previous year's hourly wage.

## Appendix B - Education Support Personnel Evaluation Rubric

# Domain 1: Job Functions

COMPONENT	INEFFECTIVE Unsatisfactory: 1 - Red	DEVELOPING Needs Improvement: 2 - Yellow	EFFECTIVE Proficient: 3 - Green	ACCOMPLISHED Excellent: 4 - Blue	Score (1-4)
<b>Quality of Work</b> - Performance of your assigned duties and responsibilities to support the team. Follow through with things communicated. Continuously improves quality of work with experience.	The employee's work is unclear, inaccurate, and generally incomplete. The employee's work does not improve even after the supervisor's requests.	The employee's work is clear and generally complete but the employee may need reminders from their supervisor regarding the overall quality of their work.	The employee's work is done clearly, accurately, and completely. The employee requires minimal guidance from the supervisor to complete tasks.	The employee's work is done clearly, accurately, and complete without any assistance from their supervisor.	<b>Score (1-4)</b>
<b>Quantity of Work</b> - Fulfills job responsibilities. Produces an acceptable amount of work to meet needs.	The employee fails to complete required expectations of their assigned job duties.	The employee completes most of their required job duties but needs consistent encouragement from their supervisor.	The employee completes all of their required job duties assigned by their supervisor.	The employee completes all of their required job duties and takes on additional tasks that benefit students and staff.	<b>Score (1-4)</b>
<b>Initiative and Professional Growth</b> - Ability to assess and initiate things independently. Having a desire to grow professionally through district-provided opportunities.	The employee shows little to no self-motivation, and does not seek out any opportunities to complete job duties on their own. Does not participate in professional development opportunities provided.	The employee shows some motivation but needs encouragement from their supervisor to get their job duties completed. Inconsistently participates in professional development opportunities provided.	The employee is self-motivated to complete tasks required in their job description. Consistently participates in professional development opportunities provided.	The employee is self-motivated and consistently looks for opportunities to complete tasks associated with their job description. Consistently participates in professional development opportunities provided and when able shares ideas with others that may help them grow.	<b>Score (1-4)</b>
<b>Job Knowledge</b> - Knowledge of methods, materials, objectives, and other fundamental information and skills needed to fulfill responsibilities.	The employee has minimal knowledge of the skills needed to complete their required job duties.	The employee has some knowledge of the skills needed to complete the required job duties, but the employee need's reminders from their supervisor.	The employee has the knowledge and the skills that are needed to complete their required job duties.	The employee has the knowledge and the skills that are needed to complete their required job duties and is able to share their knowledge with relevant stakeholders.	<b>Score (1-4)</b>
<b>Follow-through</b> - Reliable to fulfill job responsibilities and commitments. Meets deadlines and follows instructions.	The employee does not complete required job duties on time and rarely seeks out opportunities to assist beyond the scope of their job duties.	The employee completes some of their required job duties on time and will only assist further when they are prompted by their supervisor.	The employee finishes job duties on time with minimal guidance from their supervisor	The employee almost always completes their assigned duties on time as well as seeks out opportunities to assist others in their work environment.	<b>Score (1-4)</b>
<b>Attendance and Absence Planning</b> - Reporting to work, promptly following assigned schedule, and communicating about and planning for absences.	The employee does not report to work on time, excessive absences, going beyond the time off allowed, and fails to communicate absences. Does not have plans prepared. Employee is rarely on time to assigned duties.	The employee inconsistently reports to work on time. Inconsistent attendance patterns. Sometimes communicates and enters absences. Inconsistently has sub plans prepared. Employee in inconsistent with arriving on time to assigned duties.	The employee consistently reports to work on time; Demonstrates consistency with attendance. Communicates about absences properly and enters time off accordingly. Consistently has sub plans prepared and keeps them updated regularly. Employee arrives to assigned duties consistently.	The employee reports to work on time. Demonstrates consistency with attendance and limited absences. Communicates absences in a timely manner with a proactive approach and sub plans provided with updates maintained as needed. Employee almost always arrives on time to assigned duties.	<b>Score (1-4)</b>
<b>Domain 1 Evidence/Goals</b>					

## Domain 2: Safety & Security

COMPONENT	INEFFECTIVE Unsatisfactory: 1 - Red	DEVELOPING Needs Improvement: 2 - Yellow	EFFECTIVE Proficient: 3 - Green	ACCOMPLISHED Excellent: 4 - Blue	Score (1-4)
<b>Maintains Confidentiality</b> - Maintains and shares information regarding students only when relevant to the situation or role. Appropriately communicates following district policies and protocols.	The employee has difficulty maintaining confidentiality. They are responsible for private or confidential information being shared when it should not be.	The employee generally maintains confidentiality, but may have occasional lapse in judgment about private or confidential information.	The employee maintains privacy and confidentiality very well.	The employee has a high level of awareness of situations that require confidentiality and can be trusted with information regarding students relevant to the situation or role. Displays a clear understanding of district policies and protocols related to confidentiality and follows them consistently.	<b>Score (1-4)</b>
<b>Clean and Safe Working Environment</b> - Performs tasks to avoid potential hazards, risks, or threats to maintain a comfortable working environment. Appropriately maintains a clean learning environment.	The employee does not maintain a clean and safe working environment. Due to the employee's decisions, there are safety hazards in the work environment.	The employee typically maintains a clean and safe working environment, but occasionally has to be reminded by a supervisor to maintain their work environment.	The employee maintains a clean and safe working environment.	The employee maintains a clean and safe working environment and is able to spot and rectify potential safety hazards before they become problematic.	<b>Score (1-4)</b>
<b>Job Duties</b> - fulfills the components of the job description	The employee is not able to perform normal job duties.	The employee is able to complete some of their job duties, but struggles to complete some essential duties.	The employee is able to complete the majority of their job duties. Fulfills job duties.	The employee is able to complete all of their job duties. Fulfills job duties and is actively willing to assist others as needed.	<b>Score (1-4)</b>
<b>Completes Required Paperwork, Forms, and Reports</b> - Completes requirements by the deadline. Keeps data or uses a record keeping system when needed or required. Keeps teachers/staff informed of necessary information.	The employee rarely completes the required paperwork, forms, and reports when expected. The supervisor has to consistently remind the employee to complete the required paperwork, forms, and reports, yet they remain incomplete.	Supervisor reminders are necessary for completion of required paperwork, forms, and reports and they are completed.	The employee completes the required paperwork, forms, and reports when expected, with minimal reminder from supervisors.	The employee always completes the required paperwork, forms, and reports when expected, and the supervisor never has to remind the employee to do so.	<b>Score (1-4)</b>
<b>Supervision of Students</b> - Continuous observation and guidance of students and clear communication with relevant stakeholders regarding supervision. Maintains control over responsibilities. Follows up on all relevant issues.	The employee rarely provides appropriate supervision of students, thus resulting in the potential for an accident to occur. Rarely communicates with stakeholders regarding supervision.	The employee generally provides appropriate supervision of students, but has to be reminded by their supervisor about their supervisory duties to maintain student safety. Sometimes communicates with stakeholders regarding supervision.	The employee appropriately performs their supervisory tasks to maintain student safety. Consistently communicates with stakeholders regarding supervision.	The employee supervises students appropriately and, when possible, involves student advocacy or stakeholders in the supervisory process. Almost always communicates with stakeholders regarding supervision.	<b>Score (1-4)</b>
<b>Follows District, State, and Federal Regulations</b> - Possesses the necessary knowledge to maintain compliance in professional responsibilities. Acquires new knowledge/skills/abilities through mandated trainings and applies them to practice. Completes required mandated trainings on time.	The employee rarely follows district, state, and federal regulations. Rarely completes mandated trainings on time.	The employee mostly follows district, state, and federal regulations. Completes some mandated trainings on time.	The employee consistently follows district, state, and federal regulations. Completes most mandated trainings on time.	The employee almost always follows district, state, and federal regulations, without reminder from the supervisor. Completes all mandated trainings on time.	<b>Score (1-4)</b>

**Domain 2 Evidence/Goals:**

## Domain 3: Relationships

COMPONENT	INEFFECTIVE Unsatisfactory: 1 - Red	DEVELOPING Needs Improvement: 2 - Yellow	EFFECTIVE Proficient: 3 - Green	ACCOMPLISHED Excellent: 4 - Blue	Score (1-4)
<b>Attitude</b> - Maintains a kind demeanor that contributes to the trust and comfort within the work environment.	The employee's attitude creates a negative work environment.	The employee inconsistently displays a kind demeanor.	The employee maintains a kind demeanor that contributes to the trust and comfort within the work environment.	The employee maintains a kind demeanor that contributes to the trust and comfort within the work environment. Models and encourages others to exhibit these traits.	<b>Score (1-4)</b>
<b>Accepts Instruction, Coaching, and Change</b> - Ability to learn and perform job responsibilities in an ever changing educational environment.	The employee has consistently failed to accept instruction, coaching, and recommendations for change from their supervisor.	The employee shows some resistance to instructions, coaching, and change, but they generally follow through with their supervisor's recommendations.	The employee responds positively to instructions, coaching, and recommendations for change, and consistently follows through with their supervisor's instructions.	The employee consistently responds positively to instructions, coaching, and change, and constantly seeks out ways to better their performance.	<b>Score (1-4)</b>
<b>Professionalism</b> - Assumes responsibility for work, communication, problem solving, time management, and following appropriate chain of command.	The employee rarely acts professionally in regards to their assigned job duties. The employee also ignores proper chain of command to address situations.	There are instances where the employee needs to be reminded about professional interactions with others within their assigned job duties. The employee has also had to be reminded about appropriate chain of command when necessary.	There are minimal reminders necessary for the employee to act professionally. The employee follows the appropriate chain of command when necessary.	The employee acts professionally at all times and almost always follows the appropriate chain of command. Demonstrates understanding of work beyond specific job requirements.	<b>Score (1-4)</b>
<b>Collaboration</b> - Ability to interact positively with stakeholders. Ability to work cooperatively and as a team to promote an inclusive and equitable environment.	The employee rarely collaborates in a positive manner with stakeholders and does not promote an inclusive and equitable environment.	The employee sometimes collaborates in a positive manner with stakeholders, but requires occasional prompting from the supervisor to promote an inclusive and equitable environment.	The employee consistently collaborates positively with stakeholders and contributes to an inclusive and equitable environment.	The employee almost always collaborates positively with stakeholders and helps to facilitate positive relationships among other stakeholders. Serves as an advocate for an inclusive and equitable environment.	<b>Score (1-4)</b>
<b>Communication Strategies</b> - Presents accurate information to stakeholders. Asks meaningful questions. Actively listens, processes what is said, and determines response. Remains objective and not emotional. Aware of tone, volume, cadence, and proximity.	The employee fails to communicate clearly with relevant stakeholders. Uses inappropriate communication strategies.	The employee uses a variety of strategies to communicate with all relevant stakeholders, but these approaches may not always be appropriate for a particular situation or achieve the intended outcome. Generally uses appropriate communication strategies.	The employee uses effective communication strategies with all relevant stakeholders and is professional in their communication. Regularly uses appropriate communication strategies.	The employee communicates clearly and effectively with all relevant stakeholders, and is professional and proactive in their communication. Almost always uses appropriate communication strategies.	<b>Score (1-4)</b>
<b>Remains Calm Under Adverse Conditions</b> - Responds to situations based on the knowledge of the situation at hand. Able to work effectively even with the most challenging situations/people. Maintains emotional regulation. Attempts to deescalate situations.	The employee rarely remains calm in adverse conditions, and can add to the problems that have caused the adverse conditions.	The employee generally remains calm under adverse conditions but occasionally has to be reminded about how to interact with others during adverse conditions.	The employee remains calm in adverse conditions. Employee utilizes appropriate and effective responsive strategies.	The employee remains calm in adverse conditions, and helps to maintain a calm presence with others during adverse conditions. Incorporates appropriate and effective responsive strategies consistently.	<b>Score (1-4)</b>

**Domain 3 Evidence/Goals:**

<b><i>Domain 1: Job Functions</i></b>			<b>SUMMATIVE RATING</b>	
Quality of Work	Score (1-4)			
Quantity of Work	Score (1-4)			
Initiative and Professional Growth	Score (1-4)		<b>Excellent= 3.75 and above</b> <b>Proficient= 2.75-3.74</b> <b>Needs Improvement= 1.75-2.74</b> <b>Unsatisfactory= 1.74 and below</b>	
Job Knowledge	Score (1-4)			
Follow-Through	Score (1-4)			
Attendance and Absence Planning	Score (1-4)			
<b>Score for Domain 1</b>	<b>0</b>			
<b><i>Domain 2: Safety and Security</i></b>			<b>RECOMMENDATION</b>	
Maintains Confidentiality	Score (1-4)			
Clean and Safe Working Environment	Score (1-4)			
Job Duties	Score (1-4)			
Completes Required Paperwork, Forms, and Reports	Score (1-4)		<b>Continued Employment</b>	
Supervision of Students			<b>Improvement Plan</b>	
Follows District, State, and Federal Regulations	Score (1-4)		<div>-----</div> <b>Staff Member's Signature-Date</b>	
<b>Score for Domain 2</b>	<b>0</b>			
<b><i>Domain 3: Relationships</i></b>				
Attitude	Score (1-4)			
Accepts Instruction, Coaching, and Change	Score (1-4)			
Professionalism	Score (1-4)			
Collaboration	Score (1-4)		<div>-----</div> <b>Evaluator's Signature-Date</b>	
Communication	Score (1-4)			
Remains Calm Under Adverse Conditions	Score (1-4)			
<b>Score for Domain 3</b>	<b>0</b>			
<b>OVERALL AVERAGE- ALL DOMAINS</b>				
<b>0</b>				

Appendix C - OESP Hiring Schedules

2025-2026								
Step	\$0.15	Aide		Secretary		LMT		Custodian
1		\$16.50		\$18.95		\$16.60		\$18.20
2		\$16.65		\$19.10		\$16.75		\$18.35
3		\$16.80		\$19.25		\$16.90		\$18.50
4		\$16.95		\$19.40		\$17.05		\$18.65
5		\$17.10		\$19.55		\$17.20		\$18.80
6		\$17.25		\$19.70		\$17.35		\$18.95
7		\$17.40		\$19.85		\$17.50		\$19.10
8		\$17.55		\$20.00		\$17.65		\$19.25
9		\$17.70		\$20.15		\$17.80		\$19.40
10		\$17.85		\$20.30		\$17.95		\$19.55
11		\$18.00		\$20.45		\$18.10		\$19.70
12		\$18.15		\$20.60		\$18.25		\$19.85
13		\$18.30		\$20.75		\$18.40		\$20.00
14		\$18.45		\$20.90		\$18.55		\$20.15
15		\$18.60		\$21.05		\$18.70		\$20.30
16		\$18.75		\$21.20		\$18.85		\$20.45
17		\$18.90		\$21.35		\$19.00		\$20.60
18		\$19.05		\$21.50		\$19.15		\$20.75
19		\$19.20		\$21.65		\$19.30		\$20.90
20		\$19.35		\$21.80		\$19.45		\$21.05
21		\$19.50		\$21.95		\$19.60		\$21.20
22		\$19.65		\$22.10		\$19.75		\$21.35
23		\$19.80		\$22.25		\$19.90		\$21.50
24		\$19.95		\$22.40		\$20.05		\$21.65
25		\$20.10		\$22.55		\$20.20		\$21.80
26		\$20.25		\$22.70		\$20.35		\$21.95
27		\$20.40		\$22.85		\$20.50		\$22.10
28		\$20.55		\$23.00		\$20.65		\$22.25
29		\$20.70		\$23.15		\$20.80		\$22.40
30		\$20.85		\$23.30		\$20.95		\$22.55



2026-2027								
Step	\$0.15	Aide		Secretary		LMT		Custodian
1		\$17.50		\$19.95		\$17.40		\$19.00
2		\$17.65		\$20.10		\$17.55		\$19.15
3		\$17.80		\$20.25		\$17.70		\$19.30
4		\$17.95		\$20.40		\$17.85		\$19.45
5		\$18.10		\$20.55		\$18.00		\$19.60
6		\$18.25		\$20.70		\$18.15		\$19.75
7		\$18.40		\$20.85		\$18.30		\$19.90
8		\$18.55		\$21.00		\$18.45		\$20.05
9		\$18.70		\$21.15		\$18.60		\$20.20
10		\$18.85		\$21.30		\$18.75		\$20.35
11		\$19.00		\$21.45		\$18.90		\$20.50
12		\$19.15		\$21.60		\$19.05		\$20.65
13		\$19.30		\$21.75		\$19.20		\$20.80
14		\$19.45		\$21.90		\$19.35		\$20.95
15		\$19.60		\$22.05		\$19.50		\$21.10
16		\$19.75		\$22.20		\$19.65		\$21.25
17		\$19.90		\$22.35		\$19.80		\$21.40
18		\$20.05		\$22.50		\$19.95		\$21.55
19		\$20.20		\$22.65		\$20.10		\$21.70
20		\$20.35		\$22.80		\$20.25		\$21.85
21		\$20.50		\$22.95		\$20.40		\$22.00
22		\$20.65		\$23.10		\$20.55		\$22.15
23		\$20.80		\$23.25		\$20.70		\$22.30
24		\$20.95		\$23.40		\$20.85		\$22.45
25		\$21.10		\$23.55		\$21.00		\$22.60
26		\$21.25		\$23.70		\$21.15		\$22.75
27		\$21.40		\$23.85		\$21.30		\$22.90
28		\$21.55		\$24.00		\$21.45		\$23.05
29		\$21.70		\$24.15		\$21.60		\$23.20
30		\$21.85		\$24.30		\$21.75		\$23.35

2027-2028								
Step	\$0.15	Aide		Secretary		LMT		Custodian
1		\$18.50		\$21.00		\$18.30		\$20.00
2		\$18.65		\$21.15		\$18.45		\$20.15
3		\$18.80		\$21.30		\$18.60		\$20.30
4		\$18.95		\$21.45		\$18.75		\$20.45
5		\$19.10		\$21.60		\$18.90		\$20.60
6		\$19.25		\$21.75		\$19.05		\$20.75
7		\$19.40		\$21.90		\$19.20		\$20.90
8		\$19.55		\$22.05		\$19.35		\$21.05
9		\$19.70		\$22.20		\$19.50		\$21.20
10		\$19.85		\$22.35		\$19.65		\$21.35
11		\$20.00		\$22.50		\$19.80		\$21.50
12		\$20.15		\$22.65		\$19.95		\$21.65
13		\$20.30		\$22.80		\$20.10		\$21.80
14		\$20.45		\$22.95		\$20.25		\$21.95
15		\$20.60		\$23.10		\$20.40		\$22.10
16		\$20.75		\$23.25		\$20.55		\$22.25
17		\$20.90		\$23.40		\$20.70		\$22.40
18		\$21.05		\$23.55		\$20.85		\$22.55
19		\$21.20		\$23.70		\$21.00		\$22.70
20		\$21.35		\$23.85		\$21.15		\$22.85
21		\$21.50		\$24.00		\$21.30		\$23.00
22		\$21.65		\$24.15		\$21.45		\$23.15
23		\$21.80		\$24.30		\$21.60		\$23.30
24		\$21.95		\$24.45		\$21.75		\$23.45
25		\$22.10		\$24.60		\$21.90		\$23.60
26		\$22.25		\$24.75		\$22.05		\$23.75
27		\$22.40		\$24.90		\$22.20		\$23.90
28		\$22.55		\$25.05		\$22.35		\$24.05
29		\$22.70		\$25.20		\$22.50		\$24.20
30		\$22.85		\$25.35		\$22.65		\$24.35