

**DES PLAINES COMMUNITY CONSOLIDATED
SCHOOL DISTRICT NO. 62**

AND

**DES PLAINES EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION**

July 1, 2021 - June 30, 2026

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ARTICLE I

RECOGNITION

The Board of Education of District #62 Des Plaines, Cook County, Illinois, (hereinafter the "Board") hereby recognizes the Des Plaines Educational Support Personnel Association, Illinois Education Association-NEA, (hereinafter "DPESPA" or the "Association") as the sole and exclusive bargaining representative for all full-time educational support staff and all office support staff that work at least 600 hours per year.

Such representation shall exclude all computer technicians, technology facilitators, technology aides, webmaster, data management and internet positions, administrative assistant in the technology department, administrative assistant in the human resources department, administrative assistant to the Superintendent and all supervisors, managerial and confidential employees as defined under the Illinois Educational Labor Relations Act. "Bargaining unit member", "employee", "secretarial/clerical employee," "full-time para-educators," or "ELL tutors," when used hereinafter in this Agreement shall refer to all employees represented by the DPESPA, IEA-NEA, in the bargaining unit as defined above. The term "District," "Board," or "employer" when used hereinafter in this Agreement shall refer to the Board of Education of School District 62 or its administrative or supervisory personnel.

ARTICLE II

DUES DEDUCTION

A. Any member of the bargaining unit who is a member or has applied for membership in the Association may sign and deliver to the District a written authorization for dues deduction. The District shall begin dues deductions starting with the first pay period following the receipt of the signed dues authorization form. The appropriate authorization forms shall be provided by the Association. Such authorization shall remain in effect from year to year unless the employee revokes said authorization in writing between the start of the school year and October 1 of any year.

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B. The District shall remit said deduction dues to the Association within fifteen (15) days following the pay period deduction. The District shall deduct the dues authorized from those employees who are employed after the commencement of the school year in as equal installments as possible to ensure the proper dues are deducted for those employees of the current school year.

ARTICLE III

EMPLOYEE AND ASSOCIATION RIGHTS

A. Notice of Board Meetings/Agendas

The president of the Association or the president's designee shall be given written notice of all regular and special meetings of the Board together with a copy of the agenda or statement of purpose of each meeting, insofar as practicable, twenty-four (24) hours prior to the scheduled time of each meeting.

B. Copy of Board Minutes

One (1) copy of official Board minutes shall be made available to the Association in accordance with normal distribution practices.

C. Names and Addresses of Newly Hired Employees

Names and addresses of newly hired bargaining unit members shall be given to the Association President within ten (10) days after their employment. The District will create a shareable, live, editable document of all bargaining unit members, including their full name, job title, home address and date of hire, and will provide notification of updates of this list to the Association President or their designee as changes occur.

D. Association Use of School Facilities

The Association and its representatives shall have the right to hold a reasonable number of official meetings after regular school hours on District property, related to the Association's role as bargaining agent for bargaining unit employees, provided that such meetings shall have been scheduled in advance with the District office and in no way interfere with District use of

said property, and that when out-of-pocket expense is incurred by the District, the Association will reimburse the District for the cost of same.

E. Bulletin Board/Mailboxes/Use of Other District Equipment

The Association shall have the right to post notices of activities and matters of Association concern on at least one area of a designated bulletin board area in each school building. The Association may use the District mail service and employee mailboxes, e-mail, internet, and other available District technology in keeping with Board policy, for a reasonable volume of materials pertaining to the Association's representation of bargaining unit members. All material so posted or disseminated through school channels shall be distributed simultaneously to principals involved and the Superintendent, and shall clearly indicate authorship.

F. Staff Directories

The DPESPA and its president shall be listed in the Staff Directory, which is prepared annually by the District.

G. Authorized Agreement - Copies

Upon completion of negotiations, an authorized Agreement shall be signed by the Board of Education President and by the DPESPA President and bargaining team. Thirty (30) copies of this Agreement will be distributed to the Association President. The cost of providing these copies shall be borne equally by the District and DPESPA.

H. Association Leave

The District will permit employees from the bargaining unit to be absent from work without loss of pay for up to a maximum total for the bargaining unit of eight (8) days per school year for official Association business on the following conditions:

1. The Association shall reimburse the District for the cost of the substitute(s).

2. The Association President shall provide the Superintendent or designee written notification of the leave at least five (5) days in advance of the commencement of the leave.

3. No more than five (5) employees shall be on such leave at the same time.

The District reserves the right to limit the number of employees from specific job classifications for association leave based on the operational needs of the District. The District will not unreasonably deny any employee's request for Association leave under this paragraph.

I. Association President - Released Time

The Association President(s), or their designee shall be entitled to up to a total aggregate of eight (8) days per year in not less than one-half (1/2) day increments, without loss of pay, for the purpose of carrying out Association business in accordance with the procedures and conditions in Section H (1) and (2) above.

J. Protection from Suit/Legal Counsel

The Board shall agree to indemnify and protect bargaining unit members against death and bodily injury and property damages, claims and suits, including defense thereof, when damages are sought for negligent and wrongful acts allegedly committed during the scope of employment or under the direction of the Board. There shall be no deduction in salary for time lost as a result of legal or quasi-legal proceedings held pursuant to the Board's commitments for indemnification and defense in this section.

K. Complaints Against Employees

Any complaint, including student or parent complaint, deemed by any administrator or the Board to justify investigation and/or disciplinary action shall be brought to the prompt attention of the employee involved. No action shall be taken until such information has been supplied to the employee.

L. Mutually Agreed to Resignations

Where resignation is mutually agreed to by the Board and bargaining unit member because continued employment is deemed inadvisable, resignation may be submitted without prejudice to the bargaining unit member's written record. The administration shall, upon

acceptance of resignation, provide upon written request accurate copies of evaluations which exist to the bargaining unit member, and shall add no reports to the bargaining unit member's folder regarding the incident(s) leading to resignation unless criminal charges are brought and proven.

M. Labor-Management Meetings

The Superintendent, Association President, other representatives of the Administration and Association leaders will meet monthly or on mutually agreed upon dates to review the administration of the contract, consider non-contractual professional matters of mutual concern, and resolve problems that may arise. These meetings are not intended to by-pass the grievance procedure.

Should such a meeting result in a mutually acceptable amendment to the Agreement, the amendment shall be reduced to writing, ratified by the District 62 Board of Education and the Association, and signed as an appendix to this Agreement.

The ongoing meetings will in no way constitute a waiver on the part of the Association of mid-term bargaining rights which may be granted under the IELRA.

N. Fair Treatment of Employees

The parties agree that the provisions of this Agreement shall not be applied in a manner that is arbitrary, capricious or discriminatory.

O. Indemnification

Bargaining unit members who, within the scope of their employment, supervise students who self-administer medication and who provide first aid and/or emergency assistance will be indemnified in accordance with applicable law. Health Clerks will be provided CPR training, recertification, and any other training necessary to perform their jobs.

P. Safety

The Administration shall promptly review and respond to any safety concerns about the work environment, which are communicated by the bargaining unit to the Administration.

Q. Use of Personal Transportation for School Business

Bargaining unit members who are required to use personal transportation within the scope of their employment will not be held accountable/liable for loss of District assets (i.e. money or files) where such loss is a result of an event outside the employee's control and not the employee's intentional and willful conduct.

R. Welcome Packets

The Joint Administration/Association Committee referenced in Article III, Section S will be responsible for overseeing the updates to the welcome packets. The Committee will provide an electronic link for the welcome packets to all bargaining unit members as appropriate to their position within two (2) weeks of their completion. In subsequent years, every new employee will receive a link to an electronic updated packet upon hire. A link to an electronic welcome packet will also be provided to any bargaining unit member who transfers to a different position, before the transfer date. The welcome packets will also be posted on the District's Intranet.

S. Joint Administration/Association Committee

There shall be formed no later than January 1, 2022, a Joint Administration/Association Committee. The Joint Committee shall have a minimum of six (6), and a maximum of ten (10) members, three (3) to five (5) Administrators and three (3) to five (5) Association representatives. The Joint Committee is tasked with the following:

1. Update the 2021 welcome packets, as required under Article III Section R, by February 1, 2022 and thereafter, annually, by May 1.
2. Discuss the advisability of creating mentorship programs for all job categories, other than para-educator, and make a recommendation to the Superintendent regarding mentorship programs.
3. Enhancement of the safety of special education para-educators.
4. Discuss strategies to attract and retain special education para-educators.
5. Discuss the content of annual professional development and the schedule for its implementation for all job categories.

Both Administration and the Association reserve the right to bring content/area specialists to committee meetings relevant to their area of expertise.

ARTICLE IV
EMPLOYEE DISCIPLINE/DISCHARGE

A. Right of Representation

Upon request, a bargaining unit member shall be entitled to have present a representative of the Association during any meeting relative to disciplinary action.

B. Probationary Period/Just Cause

After an employee has satisfactorily completed a probationary period of one (1) calendar year from the date of initial employment, the employee shall not be issued a written reprimand, be suspended, or be discharged without just cause.

ARTICLE V
EMPLOYEE EVALUATION

A. Evaluations

1. Probationary Employees

All probationary employees shall be evaluated during the one-year probationary period as set forth in Article IV, Section B; the one calendar year to commence from the employee's date of employment with the District. New employees who start after October 1 shall be notified within two weeks of the date of employment that they shall be evaluated during the probationary year. All new employees shall receive a copy of the evaluation instrument within two weeks of the date of employment with the District.

2. Non-Probationary Employees

Employees who have completed their one (1) calendar year probationary period, as stated in Article IV, Section B, may be evaluated each academic year, and shall be evaluated at least every other year. Each employee's evaluation shall include an optional conference with their principal or other administrator and a written evaluation of their job performance using the educational support personnel appraisal form and following the procedures established by the joint committee as stated in Part C of this section. Employees will be provided with annual notice of whether they will be evaluated in the current school year by October 1.

3. Probationary and Non-Probationary Employees

Every reasonable effort will be made to complete the formal evaluation by May 1 of any year in which an employee is formally evaluated by the principal or other administrator. Each employee shall have the opportunity to respond in writing to the evaluation within ten (10) school days after receipt. Each evaluation and any response, if applicable, shall be attached to the evaluation form and will become a part of the employee's personnel file.

B. Multiple Assigned Employees

All bargaining unit members who have multiple building locations shall be assigned a primary evaluator.

C. Association Input

The District will provide the Association with a copy of any evaluation instrument related to bargaining unit members prior to the adoption of such an instrument and will consider comments of the Association concerning such instrument.

At the beginning of a new contract, a joint committee consisting of DPESPA personnel and appropriate administration will convene to review job descriptions and evaluation process for DPESPA members. The committee shall consist of six (6) members, three (3) from the Association including the President and two (2) appointed by the President and three (3) from Administration.

D. Notice of Non-Reemployment

No non-probationary bargaining unit member will be dismissed without first having been formally evaluated in the school year of the dismissal.

ARTICLE VI

PERSONNEL FILES

There shall be only one official personnel file. All materials that pertain to a bargaining unit member's work performance shall be signed and dated by the bargaining unit member. The bargaining unit member's signature will serve only as an acknowledgment of receipt and will not be considered as the bargaining unit member's agreement with the content of such material. In

the event a bargaining unit member refuses to sign a work performance document, the supervisor will notate refusal to sign and the document will be placed in the personnel file.

Written comments shall not be placed in a bargaining unit member's personnel file without said bargaining unit member first seeing and reading them. The bargaining unit member shall have the right to examine their personnel file upon request during regular business hours. Each bargaining unit member has the right to respond to any materials placed in their personnel file and have the response attached to the materials.

The Superintendent or their designee shall notify, in writing, any bargaining unit member if a request for information is made under the Freedom of Information Act at least one (1) work day prior to releasing information to the requestor, to the extent such notice is possible. The notification shall include the name of the individual making the request and the documents that have been requested. The District shall not disclose any documents, which are expressly considered exempt from disclosure under the Freedom of Information Act.

ARTICLE VII

GRIEVANCE PROCEDURE

A. Definitions

1. Any claim by the Association or any bargaining unit member that there has been a violation, misinterpretation or misapplication of the terms of this Agreement, shall be a grievance.
2. The failure of a bargaining unit member or the Association to act on any grievance within the prescribed time limits will act as a bar to any further appeal. An administrator's failure to give a decision within the prescribed time limits shall permit the grievance to automatically proceed to the next step. These time limits may be extended by mutual written agreement.
3. All time limits consist of school days, except when the grievance procedure extends beyond the last day of the regular school term, time limits shall consist of all weekdays.

B. Procedures

The parties hereby acknowledge that it is usually most desirable for a bargaining unit member and the bargaining unit member's immediately involved supervisor to resolve problems through free and informal communications. When requested by the bargaining unit member, an Association representative may accompany the bargaining unit member to assist in the informal resolution of the grievance. If the informal process does not resolve the matter, a grievance may be processed as follows:

1. STEP I – Within twenty (20) days following the occurrence of the event giving rise to the grievance, the bargaining unit member or the Association may present the grievance in writing to the immediate supervisor, who will arrange for a meeting to take place within ten (10) days after receipt of the grievance. The Association's representative, if desired by the grievant, the grievant, and the immediate supervisor shall be present for the meeting. If the grievance cannot be resolved at this meeting, then within fifteen (15) days of the meeting, the grievant and the Association shall be provided with the immediate supervisor's written response, including the reasons for the decision.

2. STEP II – If the grievance is not resolved at STEP I, then the Association or bargaining unit member may refer the grievance to the Superintendent or to the Superintendent's official designee within ten (10) days after the receipt of STEP I answer. The Superintendent or designee shall arrange with the Association representatives for a meeting to take place within ten (10) days of the Superintendent's receipt of that appeal. Each party shall have the right to include in its representation such witnesses and Association representatives as it deems necessary. If the grievance cannot be resolved at this meeting, then within fifteen (15) days of the meeting, the Association shall be provided with the Superintendent's or designee's written response including the reasons for the decision.

3. STEP III - Arbitration – If the Association is not satisfied with the disposition of the grievance at STEP II, the Association may submit the grievance to final and binding arbitration. The American Arbitration Association (AAA) shall act as the administrator of the proceedings. If a demand for arbitration is not filed within twenty (20) days of the date for the STEP II answer, the grievance shall be deemed withdrawn. The arbitrator shall follow the standard rules of the AAA, and shall have no authority or jurisdiction to add to, subtract from, alter or modify the terms of this Agreement. The fees and the

expense of the arbitrator shall be shared equally by the parties. If the parties agree, the arbitrator may follow AAA's expedited rules.

C. Bypass to STEP II

If the Association and the immediate supervisor agree, STEP I of the grievance procedure may be bypassed and the grievance brought directly to STEP II.

D. Bypass to Arbitration

If the Superintendent or designee and the Association agree, STEP II of the grievance procedure may be bypassed and a grievance may be submitted directly to arbitration.

E. Association Participation -- Employee Representation

The grievant is allowed Association representation at any step of the process. When an employee is not represented by the Association, a representative of the Association may be present as an observer at all formal steps of the grievance procedure. No employee shall be required to discuss their grievance if the Association's representative is not present, but every employee shall be permitted to voluntarily proceed with the grievance process.

F. Released Time

Should the investigation or processing of any grievance not be able to be handled outside normal work hours and instead require that employees be released from their regular assignment, such employee shall be released without loss of pay or benefits.

G. Grievance Withdrawal

A grievance may be withdrawn at any level without establishing precedent.

H. Grievance Documents

Grievances and documents pertaining solely to the processing of grievances shall be kept separate from employee personnel files.

ARTICLE VIII

LEAVES

A. Sick Leave

At the beginning of each school year, each ten (10) and eleven (11) month full-time bargaining unit member shall be credited sick leave days, without loss of pay. Sick leave shall be allocated as follows:

0-2 years	10 sick days
3-5 years	12 sick days
6 or more years	15 sick days

All twelve (12) month bargaining unit members shall be entitled, annually, to fifteen (15) days sick leave from date of hire.

Sick leave days will be prorated for bargaining unit members who are hired or separate service during the school year. For less than a full term of employment, sick leave days will be adjusted on a prorated basis by dividing the bargaining unit member's sick leave days by the number of days by classification, then multiplied by the actual number of days worked.

Sick leave shall be interpreted to mean personal illness, quarantine at home, serious illness or death in the immediate family or household, or birth, adoption, placement for adoption, and the acceptance of a child in need of foster care. The immediate family, for the purpose of this article, shall include: parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians. Sick leave will accumulate without limitation.

B. Personal Business Leave

At the beginning of each school year, each bargaining unit member shall be credited with three (3) days to be used for personal business. Personal business is hereby defined as actual business that cannot be accomplished other than during regular working hours. A bargaining unit member planning to use a personal business leave day or days shall notify their supervisor at least three (3) days in advance, except in cases of emergency. Personal business leave days shall be available for the practice of individual religious preferences regardless of the day of the week. Such leave shall be noncumulative, but will be added to the accumulated sick leave days under

the terms of Section A above. The day immediately preceding or immediately following a legal holiday or school recess shall not be recognized as a personal leave day except upon approval of the appropriate District administrator. Request for such exceptions must be submitted in writing to the Superintendent or designee. For less than a full term of employment, personal business days will be adjusted on a prorated basis by dividing the bargaining unit member's personal business days by the number of days by classification, then multiplied by the actual number of days worked.

C. Leave of Absence Without Pay

A leave of absence without pay may be granted by the Superintendent or designee for reasons consistent with Board policy. Special leave of absence without pay, loss of seniority, status, appointment, or accrued benefits, may be approved and granted by the Superintendent or designee provided that such a request for leave is substantiated by good cause. Any employee who is on the leave status provided for in Article VIII, Section C shall be allowed to participate in the District's group health insurance program provided the employee reimburses the District in advance for the cost of the quarterly premiums. No bargaining unit member, however, will be granted a leave of absence to seek employment elsewhere.

D. Jury Duty

Any bargaining unit member called for jury duty during working hours shall be paid their full salary for such time and suffer no loss of benefits or contractual advantage.

E. Family and Medical Leave Act of 1993

The Family and Medical Leave Act ("FMLA") applies to the District. The District will administer FMLA leave in accordance with Federal law. The Association recognizes the District's right to adopt and enforce an FMLA policy, related rules, and procedures consistent with the FMLA.

ARTICLE IX
MANAGEMENT RIGHTS

The Board reserves its complete authority to take action with respect to the policies and administration of the school system, which authority it exercises under the School Code;

provided, however, that such action will not be contrary to the terms and conditions of this Agreement or any state rules and regulations. The Association recognizes the Board's right to employ, discharge, discipline, assign, transfer, and promote all bargaining unit members subject to the Illinois Educational Labor Relations Act, other applicable laws including the Illinois School Code or other pertinent statutes of the United States or of the State of Illinois, and the terms and conditions of this Agreement.

ARTICLE X

NO STRIKE OR WORK STOPPAGE

During the term of this Agreement there shall be no strike, sympathy strike, work stoppage, picketing, or any other form of concerted activity by the Association, its members, or any employees covered by this Agreement which causes any District employees to render less than full and complete services to the District. This prohibition applies whether or not the conduct is subject to the grievance procedure hereunder.

ARTICLE XI

VACANCIES, PROMOTIONS AND TRANSFERS

A. Posting of Vacancies

When a vacancy for a bargaining unit member occurs, notice of such vacancy shall be posted on the District 62 website and e-mailed to all staff. On-line applications will be accepted from all employees within the District. No vacancy shall be permanently filled until such notice has been posted at least five (5) workdays.

B. Request for Transfer/Intra-Building Reassignment

A bargaining unit member may at any time notify the Human Resources Department in writing if interested in a transfer or change in assignment within the District to an existing vacancy. The bargaining unit member shall receive written acknowledgement, in a timely manner, that a request for transfer was received.

C. Promotional Opportunities

The District shall give consideration to all qualified District 62 bargaining unit members who apply when any position or promotional opportunities are available prior to any external candidates.

D. Involuntary Transfer

The District may transfer bargaining unit members based on the needs of the District, students and/or academic programs. The District shall provide the affected bargaining unit member with advance notice of any such transfer. An involuntary transfer shall not have an adverse impact on the bargaining unit member's compensation or fringe benefits. Should an involuntary transfer of a bargaining unit member be necessary, the involved bargaining unit member shall be notified as soon as practicable and shall promptly have an opportunity to meet with the Associate Superintendent for Human Resources or other appropriate Administrator regarding the transfer.

ARTICLE XII

SENIORITY, REDUCTION IN FORCE, AND RECALL

A. Seniority

The District shall furnish the Association with an annual classified seniority list by classification on or before February 1 each year and such list shall show the names of bargaining unit employee in order of their District seniority.

Seniority shall be defined as the length of continuous full-time service within the District with the first day of paid employment. Said service shall accrue within the job classification and shall not be transferable should the bargaining unit member transfer to another position, however, accrued seniority in any job will be maintained. Seniority will not accrue during any leave of absence without pay in excess of thirty (30) working days. In the event two or more bargaining unit members have the same seniority date, the following items will be used to determine the order of seniority. If after reviewing the first item, a tie still exists, the second item on the list will be considered, and so on until the tie is broken.

1. District experience within the job classification.

2. District experience in any job classification from date of hire.
3. Lottery.

B. Reduction-in-Force

If the Board determines that a reduction in force is necessary, the Association will be provided an opportunity to participate in discussion related to those reductions. Notification of the layoff shall be by certified mail (return receipt requested) at least thirty (30) days prior to the effective date of the layoff.

1. Para-Educators

Para-educators shall be laid off in the reverse order of their service in the District (seniority) within each of the following classifications:

- i. Preschool through eighth grade general education program para-educators
- ii. Preschool through eighth grade special education program para-educators
- iii. Preschool through eighth grade English Language Learners (ELL) program para-educators
- iv. Preschool through eighth grade single student assignment para-educators

The para-educator with the least seniority in the affected category shall be laid off first.

2. Classified Non-Para-Educators

Classified non-para-educators shall be laid off in the reverse order of their job classification seniority. The employee with the least seniority in the affected job classification shall be laid off first. During a reduction-in-force situation only, employees who have previously accrued seniority in another classification may exercise their seniority for employment in such other classification in accordance with Article XII Section C.

C. Recall

1. Para-Educators

Seniority recall rank will be granted to employees who have the ability and qualifications to perform jobs in the classifications set forth in Section B.1, Reduction-in-Force, and who have been employed in the bargaining unit for at least one full year. Qualified employees are eligible for seniority recall rank only to vacant positions in the job classification from which they were laid off, except that qualified employees in classifications i and ii who have had at least one (1) full school year of consecutive experience in the other classification from which they were laid off may exercise their seniority for employment in such other classification. Qualified employees who are laid off from classifications iii and iv may exercise their seniority, subject to the requirement of at least one (1) full school year of consecutive experience, for employment in classifications i and ii. At the Board's sole discretion, the experience requirement may be waived in any particular case, provided that the Association President is notified of the exception. For purposes of recall hereunder, employees will retain their seniority for a period of two (2) years following the date of layoff.

2. Classified Non-Para-Educators

Recall shall be in inverse order of layoff by job classification. Seniority recall rank will be granted to classified non-para-educators who have been employed by the District for at least one (1) full year. For purposes of recall hereunder, employees will retain their seniority for a period of two (2) years following the date of layoff.

ARTICLE XIII
WORKING CONDITIONS

A. DPESPA Work Year Calendar

POSITION	DAYS WORKED	HOURS WORKED PER DAY	TOTAL WEEKLY HOURS	LUNCH DUTY FREE	BREAKS
12 Month	245	7.5 hours	37.5 hours	1/2 hour	(2) 15 minutes
11 Month Secretary/ Admin. Asst.	200	7.5 hours	37.5 hours	1/2 hour	(2) 15 minutes
Health Clerk	180	6.5 hours Elementary 7 hours Middle School 6.75 hours Iroquois	32.5 hours 35 hours 33.75 hours	1/2 hour	(1) 15 minutes
Media Asst.	185	7.5 hours	37.5 hours	1/2 hour	(2) 15 minutes
Stockroom Asst.	260	8 hours	40 hours	1/2 hour	(2) 15 minutes
Family Support Coordinator	185	7 hours	35 hours	1/2 hour	(2) 15 minutes
Office Support Staff	200	7.5 hours	37.5 hours	1/2 hour	(2) 15 minutes
Para Educator	180	6.5 hours	32.5 hours	1/2 hour	

By June 1st, the Association will be given a work calendar establishing the on-site attendance days for the following school year.

Bargaining unit members will work the hours and days as determined and assigned by the District and stated on the employee's annual assignment letter. The parties agree to abide by the work calendar chart.

The District will provide tentative building assignments to para-educators on or before the last day of their contracted calendar year. These assignments are subject to change by the District.

B. Starting and Ending Times

Starting and ending times may vary from building to building or by job classification. Any changes in starting and ending times must first be discussed with the Association. Notification of such times will be provided to each bargaining unit member by their building administrator as promptly as possible.

C. E-Learning/Emergency School Closing Days

1. If the District buildings are open on an emergency and/or e-learning day, then bargaining unit members will report to work in person, unless otherwise directed by the Administration.

In the event a bargaining unit member is instructed to report to work in person and the bargaining unit member chooses not to report to work, then the member shall have one of the following options:

- i. add an additional day at the end of the school year (12-month employees not eligible);
- ii. add an additional day during the school year when Administration is present (12-month employees only);
- iii. take a personal day;
- iv. take a vacation day (12-month employees only);
- v. take a pay dock when no other option is available.

2. If the building is closed due to inclement weather or an emergency, then all bargaining unit members must report to work remotely or shall have one of the following options:

- i. add an additional day at the end of the school year (12-month employees not eligible);
- ii. add an additional day during the school year when Administration is present (12-month employees only);
- iii. take a personal day;
- iv. take a vacation day (12-month employees only);
- v. take a pay dock when no other option is available.

3. If for any reason, the District is unable to conduct an instructional day remotely and the buildings are closed, then bargaining unit members will not report to work in person or remotely and will receive compensation for an emergency day. In alignment with student attendance days, this day will then be made up at the end of the school year by 10 and 11-month members only.

D. Overtime

Full-time employees who work more than forty (40) hours in a work week will be compensated at time and a half. Work requiring overtime in the regular job assignment will be compensated at 1 ½ times the employee's regular hourly rate. Overtime earned while doing an assigned extra duty will be compensated at 1 ½ times the extra duty rate of \$24 per hour unless there is a higher hourly non-instructional rate in the DPEA contract for performing the extra duty, and then the hourly rate shall be 1 ½ times the non-instructional rate stated in the DPEA contract.

ARTICLE XIV
COMPENSATION AND FRINGE BENEFITS

A. Starting Compensation

1. No new non-para-educator will be hired at an hourly rate that exceeds the highest hourly rate of a bargaining unit member with five (5) years' experience within that same job classification.

2. The starting hourly rate of pay for new full-time para-educators hired shall be:

i. For School Year 2021-2022:

- Highly Qualified: \$ 15.21
- Bachelors: \$ 16.56

ii. The starting hourly rate of pay for para-educators hired after the 2021-2022 school year will increase annually by 2.5% as follows:

School Year	Highly Qualified	Bachelors
2022-2023	\$15.59	\$16.97
2023-2024	\$15.98	\$17.40
2024-2025	\$16.38	\$17.83
2025-2026	\$16.79	\$18.28

3. The minimum starting hourly rate for all 10 and 11 month non-para-educators shall be set at the chart above.

4. The minimum starting hourly rate for all full-time 12 month employees shall be \$18.00 per hour.

B. Compensation Rate Increase and Adjustments

For the 2021/2022 School Year only, all full time bargaining unit members will receive a one time adjustment onto the 2021/2022 School Year base salary before annual percentage increases are applied, as follows:

- Full time bargaining unit members 3-4 years of experience will receive a one time base salary adjustment of \$250.
- Full time bargaining unit members 5-7 years of experience will receive a one time base salary adjustment of \$500
- Full time bargaining unit members 8-11 years of experience will receive a one time base salary adjustment of \$750
- Full time bargaining unit members with 12-14 years of experience will receive a one time base salary adjustment of \$1,000 if the employee is not eligible and does not receive a Longevity payment or the employee's Longevity payment is less than \$1,100.
- Bargaining unit members who are eligible and currently receive Longevity payments of \$1,100 or more will receive a one time base salary adjustment equal to the Longevity payment at the rate they are eligible for in SY 2021/22 under the terms of the 2017-2021 CBA.

Annual increases shall be as follows:

- School Year 2021-2022: 4.25%
- School Year 2022-2023: 4.0%
- School Year 2023-2024: 4.0%
- School Year 2024-2025: 4.0%
- School Year 2025-2026: CPI% increase based upon CPI in calendar year 2024 impacting the district's tax levy (the increase not to be below 4.0% and not to exceed 5.0%)

A bargaining unit member's hourly rate of pay will be provided annually by October 1st each year.

Employees paid at \$35.00 an hour or greater shall receive an annual increase of 50% of the annual increases as provided in the above chart during the term of this agreement.

In the event bargaining unit members new to the District are hired at a salary greater than current employees with the same or more experience in the same/similar positions, the salaries of such current employees shall be equalized to that paid to the new employees.

C. Continuing Education

Para-educators who earn an Associate's Degree/60 hours in education, will receive an additional lump sum payment of \$450.00, which will be calculated into the hourly rate.

Para-educators who earn a Bachelor's Degree in education will receive an additional lump sum payment of \$750.00, which will be calculated into the hourly rate.

Para-educators must provide notice to the District by the first day of student attendance of the ten-month school year calendar in the year for which the degree towards education is sought. The District will provide para-educators with a form for this purpose prior to the commencement of the school year.

D. Pay Periods/Deductions

Bargaining unit members will be paid on the fifteenth (15th) and thirtieth (30th) of each month. Bargaining unit members will have their insurance, withholding tax, credit union, etc., deducted in equal proportions. Ten (10) and eleven (11) month bargaining unit members will be paid twenty-two (22) pays over eleven (11) months. Twelve (12) month and Iroquois Community School bargaining unit members will be paid twenty-four (24) pays over twelve (12) months.

E. Paid Vacations and Paid Holidays

1. 12 Month Full-Time Employees Only:

- 1-5 Years: 10 days
- 6 Years: 11 days
- 7 Years: 12 days
- 8 Years: 13 days
- 9 Years: 14 days
- 10+ Years: 15 days

Any employee who received 20 vacation days under the terms of a previous collective bargaining agreement shall retain their vacation day allotment. Any employee who received 20 vacation days in error and were the subject of any agreement between the District and Association, will be allocated vacation days based on the chart above.

Twelve month employees shall receive all Board approved holidays that do not fall within winter or spring break as paid days.

F. Substitute Teaching

Upon prior approval from the Human Resources Department, bargaining unit members who hold valid Illinois teaching/substitute certificates and who serve as substitute teachers shall receive the teacher substitute salary for said services (provided such pay is higher than the amount of pay that otherwise would be paid to the bargaining unit member).

G. Health Insurance Waiver

Full-time employees of the District may elect to waive all (medical, dental and vision) insurance coverage. Those employees who decline all coverage are entitled to receive an extra \$1,000.00 per year. This amount will be added to paychecks in equal increments after January 1 as determined by the Administration and extending through the June 30th paycheck.

H. Term Life Insurance

The Board of Education will provide a term life insurance policy in the amount of \$50,000 for all full-time DPESPA members.

I. Mileage Allowance

DPESPA members who use their own automobile for approved school business shall be reimbursed for mileage in accordance with the District 62 rules and regulations.

J. Health Insurance

All bargaining unit members who work the minimum weekly hours as mandated by State or Federal law will be covered for health care under the District's insurance plans as follows:

Medical:

1. One hundred percent (100%) of the individual coverage cost.
2. Family coverage will be provided in accordance with the District Insurance Committee's recommendations.
3. The Association shall have two members as representatives on the District Insurance Committee.

4. The parties agree to continue an Insurance Committee. The Committee shall meet annually or as otherwise necessary to review and assess insurance benefits and premium rates, including cost containment measures, and may make recommendations to the Board and the Association. Nothing precludes the Board from changing insurance carriers or insurance coverage provided benefit levels remain substantially the same or better than the coverage in place on the effective date of this Agreement.

5. The Board shall offer, at its own expense, an annual wellness screening for all employees. Notwithstanding 1. and 2., those employees who do not elect to obtain a wellness screening or do not otherwise provide evidence of obtaining a wellness screening from their own physician shall contribute an additional \$100 per month toward the cost of insurance coverage.

Vision: See District plan.

Dental:

1. One hundred percent (100%) of the individual coverage cost.
2. Option to buy in on family coverage.
3. Orthodontia coverage shall be according to the plan document in effect for each year of the contract.

K. Extra Duty

1. When extra pay duties are authorized by the Board of Education, certified staff members of the Des Plaines Education Association have the right of first refusal for extra duties, except for language interpretation/translation services during parent-teacher conferences which are available exclusively to non-certified bargaining unit members. In the event that no certified staff has applied for, or have not been assigned to the extra duties, other non-certified bargaining unit members may apply to perform extra duties during the school year for an additional payment. Bargaining unit members must receive written approval from the building principal prior to performing extra pay duties.

2. Non-Certified bargaining unit members are eligible to perform extra duties that do not interfere with their normal workdays. Bargaining unit members may not modify their workday normal hours (the number of hours, or start and ending times) to accommodate the performance of extra duties. Bargaining unit members assigned an extra duty during

the normal workday will arrange an alternative time to work with the principal of that building.

3. Extra duties performed by bargaining unit members that are not set forth in the list in Paragraph 5 and 6 of extra duties in this Agreement will be subject to the terms of this Agreement. This work will be performed at the direction of the Principal or other building administrator. Performing these duties is entirely voluntary and the District must not at any time instruct or compel, directly or indirectly, any bargaining unit member to perform these duties. Bargaining unit members will not be directed or requested to perform, and will not perform any other bargaining unit work while they are performing these extra duties. The building principal will regularly evaluate the performance of each extra duty. Unsatisfactory performance may result in the forfeiture of the duty at any time during the school year.

4. These duties shall be held on a yearly basis unless otherwise designated at the time of assignment, or unless the bargaining unit member leaves employment in the District or is dismissed from the duty assignment through the principal's evaluation procedure. In the event that duties are held for less than a full year, payment for such duties shall be prorated. In the event that no single bargaining unit member applies for an extra duty assignment, a number of bargaining unit members may apply for this same duty and may divide the responsibilities.

Bargaining unit members who are eligible to perform extra duties according to the restrictions stated above, shall receive \$24 per hour unless there is a higher hourly non-instructional rate in the DPEA contract for performing the extra duty and then the hourly rate shall be the non-instructional rate stated in the DPEA contract. No extra duty shall be paid at an increment of less than 15 minutes. Eligible bargaining unit members may not accept extra duty assignments that result in them working more than 40 hours in a standard work week without prior administrative approval.

5. Among bargaining unit members handling a single duty, payment will be divided equally. Each bargaining unit member shall receive their share in their regular monthly check. The recognized extra duties are:

- Outside lunch duty (30 min./day)
- Inside lunch duty (30 min./day)

- Intramurals
- Athletic Scorekeeper
- Athletic Supervisor
- Tech Liaison
- Bus Duty

Para-educators have the ability to perform Extra Duties for Title Grant and instructional programs, if qualified.

6. Bargaining unit members of the Des Plaines Educational Support Personnel Association have the right of first refusal for the following extra duties:

- Staff COVID testing stations
- Bus Riding Duty
- Temperature Screening
- Food Distribution

L. Early Retirement

1. Option 1 – Pre-Retirement Creditable Earnings Increase

- i. Retirement benefit and limitations - Eligible bargaining unit members shall be removed from the salary limitation thresholds and be paid a salary increase equal to 5.16% of the employee's base salary for a maximum of five (5) years.
- ii. Eligibility - In order to be eligible to participate in the retirement benefits noted in Option 2, the bargaining unit member must meet all of the criteria noted below:
 - a. The bargaining unit member shall have served for a minimum of ten (10) years in the District immediately prior to their retirement.
 - b. The bargaining unit member shall be eligible to retire under the Illinois Municipal Retirement Fund (IMRF) by June 30th of their retirement year, but not eligible to receive Medicare benefits by June 30th of their retirement year.
- iii. Notice – Based upon their eligibility, as set forth in 1.b.i-ii, the bargaining unit member shall provide written notice to the Superintendent of their

intention to retire and participate in the program. Notice of the years for the benefit, either five years, four years, three years, two years, or one year shall be provided prior to the 1st day of March of the year prior to the retirement benefit. For 2021-2022, bargaining unit members that want to access this retirement benefit option must submit their written notice to the Superintendent of their intention to retire no later than January 31, 2022.

- iv. For example, bargaining unit members eligible to retire in 2026 shall be entitled to a (5.16%) increase for the 2022, 2023, 2024, 2025 and 2026 contract years if notice is provided by January 31, 2022. The deadline for resignation and retirement under this section and receipt of pre-retirement creditable earnings increase is the expiration date of June 30, 2026.
- v. In the event bargaining unit members would receive an increase in salary, longevity, or stipend work in reportable IMRF earnings for any given year that would exceed a total increase of 6%, the increase in total compensation for each year shall not exceed a maximum of 6%.
- vi. Bargaining unit members that provide notice of retirement with fewer than five (5) years before they are eligible to receive Medicare benefits shall only receive the salary increase up to and through the school year in which they become eligible to receive Medicare benefits.
- vii. The bargaining unit member's notice to the Board and the Board's subsequent action on the request shall constitute an irrevocable commitment by both parties. Bargaining unit members that receive the retirement salary increase benefit must separate service from the District at the end of the last year they receive the benefit. As determined by the Board, such irrevocable notification may be modified only under emergency circumstances (e.g., catastrophic illness incurred by spouse, death of spouse, or calamitous event incurred by employee or spouse). As a condition for granting any such modification, the bargaining unit member shall reimburse the Board for the full cost of the retirement benefit.

2. Option 2 - Service Recognition Lump Sum Payment

Bargaining unit members who resign for retirement purposes under IMRF and have at least 10 years of full-time consecutive service in the District immediately prior to their retirement shall receive a retirement benefit as a post-retirement lump sum payment in the amount of \$300 per year of full-time consecutive service with the District. Irrevocable notice of the intent to retire must be submitted on or before January 31st of the retirement year. Payout of the service recognition lump sum will begin no later than 45 days following the bargaining unit member's last day of employment.

3. Option 3 – One Time Retirement Incentive

For those bargaining unit members ineligible for Options 1 and 2, the District will provide a one-time salary adjustment equal to 5.16% of the bargaining unit member's base salary if the bargaining unit member provides written notice to the Superintendent that they will retire at the end of the 2021-2022 school year. The bargaining unit member must provide such notice on or before January 31, 2022. The salary adjustment will be applied on a prospective basis from the date the Superintendent receives such notice.

The bargaining unit member's notice and the Board's subsequent action on the request shall constitute an irrevocable commitment by both parties. As determined by the Board, such irrevocable notification may be modified only under emergency circumstances (e.g., catastrophic illness incurred by spouse, death of spouse, or calamitous event incurred by employee or spouse). As a condition for granting any such modification, the employee shall reimburse the Board for the full cost of the retirement benefit.

4. Limitations on Participation

The Board reserves the right to limit the number of bargaining unit members who shall be approved for these plans each year for reasons which are in the best interests of the District.

5. Continuation of Plan

The Board reserves the right to review and modify or terminate the foregoing retirement benefits upon the expiration of this Agreement subject to the requirement of the Illinois Education Labor Relations Act.

6. New Legislation

If, during the term of this contract, any law is enacted that results in a greater cost to the Board for a bargaining unit member's retirement (including costs imposed by a legislatively-enacted retirement program) than the cost in effect as of the date this contract is entered into, this Article shall become null and void.

7. Continuation of Insurance

Bargaining unit members who retire shall be allowed to continue participation in the District's group major medical program, provided the bargaining unit member remits their own premium to the Business Office per whatever payment procedure exists.

M. Professional Growth

If the District requires a bargaining unit member to participate in professional development outside of their normal work hours, the bargaining unit member shall be compensated at their hourly rate of pay. Professional growth will not be paid in any increment less than fifteen (15) minutes.

N. Personal Care Attendant

Para-educators who are assigned to the pre-school structured autism classrooms, pre-school instructional special education classrooms, preschool blended classrooms, special needs kindergarten classrooms and educational life skills classrooms shall be paid an \$800.00 annual stipend. This annual stipend shall also be paid to para-educators who are assigned to serve students in grades pre-school through eighth that have toileting and personal care needs identified in their Individualized Education Program (IEP), their 504 plan, or who have been otherwise identified by the District as needing daily personal care.

Para-educators who are assigned to such classrooms for a portion of the day shall be paid the stipend on a prorated basis, based on the actual hours worked. Para-educators who are directed to perform personal care duties as needed shall be paid an amount for the day on which the duties are performed that is equal to the annual stipend prorated based on the number of student attendance days.

"Personal care duties" are defined as diapering, toileting, oral feeding, dressing, performing personal hygiene care, and meeting other self-care needs. Para-educators who are

assigned to perform daily personal care duties shall be notified of their assignment upon hire, transfer, or prior to the beginning of each school year.

Training shall be provided for each para-educator who is assigned or directed to perform any type of personal care task in order to help protect both the student and para-educator from injury. Additional training shall be provided for each para-educator who is assigned personal care duties that require specific knowledge.

O. Extended School Day – Para-Educator

Para-educators voluntarily supervising extended day/overnight school events will fill out a timesheet and be paid at an hourly rate of \$24 per hour unless there is a higher hourly non-instructional rate in the DPEA contract for performing the extra duty and then the non-instructional hourly rate shall be the rate stated in the DPEA contract. Para-educators will not be paid for defined sleep hours during any overnight programs, unless they are required to do work duties during the defined sleep times. In this case, they will be paid \$24 per hour unless there is a higher hourly non-instructional rate in the DPEA contract for performing the extra duty and then the non-instructional hourly rate shall be the rate stated in the DPEA contract. Should a para-educator provide assistance or first aid to students within the scope of their employment in this situation, they will be indemnified as provided in Article III, Section J of this agreement.

P. Para-Educator Mentor Program

The District has established a para-educator mentor program. Mentors in this program shall be paid an extra-duty stipend of \$24 per hour for a required commitment of 60 hours.

Q. Sick Day Buy-Back

Employees who resign for retirement purposes under IMRF on or before June 30, 2026, with at least ten (10) years of full-time service in the District shall be paid fifty (\$50) for each day of accumulated and unused sick leave which an employee has at the time of retirement under IMRF, up to a maximum of one hundred (100) days. No such payment shall be made for any day of unused sick leave that is used for additional service credit under IMRF. Said payment shall be made as a post-retirement severance benefit and is not intended to be added to compensation in the employee's final year of service. Payout of the sick day buy-back payment will begin no later than 45 days following the bargaining unit member's last day of employment.

ARTICLE XV
IN-SERVICE AND DEPARTMENT MEETINGS

A. Mandated In-Service

The Board continues to support the concept of professional growth. Any District mandated in-service or training that occurs outside the regular work day/hours will be paid for by the District. Further, bargaining unit members attending District mandated in-services or training, outside the regular work day, will be compensated at their current hourly rate. At the Board's discretion, a full or partial day in-service may be established, which will coincide with a teacher in-service day. This will be a release-time in-service and attendance will be mandatory.

B. Department Meetings

The Administration shall schedule department meetings, which include bargaining unit members, to be held at least annually and scheduled during an Institute Day. The Administration shall provide opportunities for bargaining unit members in each department to suggest department meeting agenda items that facilitate the planning and execution of work in the different departments.

ARTICLE XVI
NEGOTIATION PROCEDURES

A. General

The parties agree that their duly designated representatives shall negotiate in good faith with respect to terms and conditions of employment. Each party shall select its own representatives. Negotiations shall begin no later than March 1st of the year in which this Agreement terminates.

B. Mediation and Impasse

After a reasonable period of negotiation and within 90 days of the scheduled start of the school year, either party may petition the Illinois Education Labor Relations Board to initiate mediation. After mediation has commenced and continued for at least 15 days, either party may

declare an impasse in accordance with the provisions of Section 12(a-5) of the Illinois Educational Labor Relations Act (115 ILCS 5/12(a-5)).

ARTICLE XVII

SCOPE AND EFFECT OF AGREEMENT

A. Complete Understanding

This Agreement constitutes the entire and complete understanding between the parties concerning wages and terms and conditions of employment for the duration of this Agreement. The parties hereby agree that this Agreement is in full settlement of all outstanding issues between the parties, and that this Agreement may be altered, changed, added to, deleted from, or modified only through the mutual consent of the parties in a written, executed amendment of this Agreement.

B. Savings Clause

If any provision of this Agreement is declared by the proper judicial or legislative authority to be unlawful, unenforceable or unconstitutional, all other provisions of this Agreement shall remain in full force and effect for the duration hereof.

C. Terms of Agreement

This Agreement shall be effective as of July 1, 2021 and shall continue to June 30, 2026.

CHAIR

CHAIR

Mary A. Van Wees
Negotiations Committee
Des Plaines Educational Support
Personnel Association

Michael Amador
Personnel Committee
District 62 Board of Education

This Agreement is signed this fifteenth day of November, 2021.

In Witness Whereof:

For the Des Plaines Educational Support
Personnel Association

For the Board of Education,
District 62

Becky Q
President

Ronald J. Burt
Board President

Leanne Picard
Secretary

Elizabeth A. Puleo
Board Vice President

Margaret Goodwin
Board Secretary

