

CONTRACT BETWEEN

THE

DUNLAP SUPPORT PERSONNEL ASSOCIATION

AND THE

BOARD OF EDUCATION OF

DUNLAP SCHOOL DISTRICT #323

2024-2027

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ARTICLE I

RECOGNITION

The Dunlap Support Personnel Association represents all full-time and part-time Aides, Paraprofessionals, and Library Aides, hereinafter called Employees, under contract with the Board engaged in positions which are not administrative or supervisory in nature (i.e., superintendents, assistant superintendents, principals, director of student affairs, assistant principals, and Central Office personnel). The Board of Education of Dunlap Community Unit District No. 323 hereby recognizes the Dunlap Support Personnel Association, hereinafter called the Association, (affiliated with the IEA and NEA) as the exclusive and sole representative of all full-time and part-time Aides, Paraprofessionals, and Library Aides for the purpose of professional benefits, working conditions, policy matters directly affecting wages, hours, and terms and conditions of employment, as well as the impact thereon, upon request by employee representatives.

ARTICLE II

EMPLOYEE AND ASSOCIATION RIGHTS

2.1 Non-Discrimination

The Board shall not discriminate against any employee in respect to hours, wages, terms, and conditions of employment for reasons of membership in the Association, participation in negotiations with the Board, or the institution of any grievance, complaint or proceeding under this Agreement. To the extent not otherwise provided in this Agreement or by Law, all decisions regarding employment, assignment, and discharge shall be made by the Board in the exercise of its sole discretion and in accordance with its determination of policy and standards of service; provided, however, the Board shall not discriminate against any employee in respect to hours, wages, terms, and conditions of employment for reason of not maintaining membership in the Association, not participating in negotiations with the Board, or refusing to cooperate in the institution of any grievance, complaint, or proceeding under this Agreement.

2.2 Right to Organize

Employees shall have the right to organize, join, and assist the Association and to participate in professional negotiations with the Board, consistent with other provisions of the Agreement. Furthermore, employees shall have the right to refuse to organize, join, and assist in the Association and to refuse to participate in professional negotiations with the Board.

2.3 Meetings, Notices and General Information

- (a) Upon administrative approval for building usage, duly authorized representatives of the Association shall have the right to transact official Association business on school property at reasonable and agreed upon times, provided that this shall not interrupt or interfere with normal school operations.
- (b) Authorized representatives of the Association shall be permitted to transact union business on school property during lunch and before or after the normal employee workday, providing that such activities shall not interfere with or interrupt normal school operations.
- (c) The Association shall have the right to use District Inter-office mail service for communication to Association members.
- (d) The Association shall have the right to use school equipment, e.g., computers and copy machines. Printing for Association business shall be the cost of the Association at ten cents per page for black and white and twenty-five cents per page for color.

- (e) The Association shall have the right to post official notices of its activities or services on designated bulletin boards.
- (f) The Association President shall be provided the name, mailing address, telephone number, personal email address and work site of every new employee as soon as available (unless the employee requests confidentiality of address and telephone number) within five (5) days of official hire date.

2.4 Communications

The Board agrees to make available to the President of the Association, or his/her designee, written notice of any regular or special meeting of the Board of Education together with a copy of the proposed agenda or statement of purpose of such meeting at least forty-eight (48) hours prior to the scheduled time of such meeting. Minutes of board meetings shall be posted on the District website following approval.

ARTICLE III

PERFORMANCE EVALUATIONS

3.1 Evaluations and Procedures

- (a) The existing evaluation tool shall be used until such time that a new evaluation tool is developed for the 2025-2026 school year.
- (b) The District and the Association will jointly develop the evaluation tool before the 2025-2026 school year. Any subsequent change to the evaluation tool shall occur only after consultation with the Association.
- (c) Evaluations shall be conducted by administration with input from other appropriate personnel including any directing teacher(s).
- (d) The district shall endeavor to provide appropriate feedback to probationary employees during the probationary period.
- (e) Association employees shall be evaluated at least once every third year.
- (f) Evaluations are to be made in writing with one (1) copy to be given to the employee. Both the employee and the evaluator shall date and sign all copies of the evaluation. The signature of the employee shall not indicate agreement with the evaluation, but rather indicate that the employee is in receipt of a copy of the evaluation.
- (g) If an employee feels his/her evaluation is incomplete, inaccurate, or unjust, the employee may put objections in writing. Both the employee and the evaluator shall date and sign all copies of the written objection/s. The signature of the evaluator does not indicate agreement with the written objection, but rather indicates that the evaluator is in receipt of a copy of the written objection/s. A copy of the written objection/s shall be attached to the original evaluation form to which it applies. A copy of all evaluations and any attached written objection/s shall be placed in the employee's official personnel file.

ARTICLE IV

WORKING CONDITIONS

4.1 Working Hours

Working hours shall be determined by the Superintendent. The Board shall set the usual and customary working hours as a guide but such hours may be increased or reduced pursuant to Article V, unless specifically restricted by terms found herein.

4.2 Professional Development and Workshops

The District shall offer professional development training from time to time. Employees may request to attend educational workshops related to the employee's work duties. Such requests are subject to approval from the building principal. For any required training, the District will pay for any registration fees and costs and the hourly rate of the employee.

4.3 Physicals and Certification

Cost of recertification of employees by the state shall be paid for by the District. Additionally, the District shall pay for the cost of drug testing, physicals, exams and any inoculations as required by law, regulation, or the District.

4.4 Student Teaching Leave

Each employee pursuing a teaching certificate shall be permitted to take unpaid leave for the purposes of student teaching. Pay level, sick days, personal days, and seniority accumulated before the period of leave shall resume upon return from leave.

4.5 Dock Days

Each employee shall have access to dock days with pre-approval from the principal. If an employee is absent for five days or more for a reason approved by the District after exhausting all paid leave benefits, if an employee requests, the District will recalculate the remaining salary payments in order to avoid a harsh consequence of multiple dock days in the paycheck(s) immediately following the absence.

4.6 Resignation

An employee may resign with a minimum of two (2) weeks written notice.

4.7 Property Damage

If an employee's personal property is damaged by a student during working times, the employee may file a written request for reimbursement from the District to his or her

immediate supervisor. Any such request shall include the facts and circumstances of the alleged incident. The supervisor shall review the request and consult with district level administration and/or the Board of Education as necessary and shall advise the employee if the request is approved or denied.

4.8 Meal Time

For each employee working five and three quarter (5.75) consecutive hours or more in a work day, a thirty (30) minute, duty-free, unpaid, uninterrupted meal period shall be included in the employee's work day. If a particular work day requires the employee to work during periods of time customarily devoted to meals, such time shall be compensable.

4.9 Probation Period

Employees shall be classified as probationary until they have actually worked for at least one full school year in their classification.

4.10 Disciplinary Action

- (a) The District shall not take disciplinary action against an employee without just cause. Discipline includes, but is not limited to, written reprimands, suspensions, and discharge. At the time such action is taken, written notice of the specific grounds forming the basis of disciplinary action will be delivered to the employee. This provision shall not apply to reductions in force, the dismissal of probationary employees, evaluation comments or ratings, non-renewal of coaching and extra-duty positions, or non-reprimand directives provided to employees.
- (b) Employees may request a representative during any disciplinary conference or other meetings in which discipline may be imposed.
- (c) In the event of such a request, the administrator will arrange for an Association representative to be present or allow no less than thirty (30) minutes for an Association representative to attend the meeting. This provision shall not apply to investigatory meetings where discipline will not be imposed.
- (d) Disciplinary meetings will generally not be held during student contact time, unless the Administration determines that circumstances warrant immediate action due to the employee being a danger to self or others.
- (e) An Association representative shall be released with pay for any disciplinary conference of an employee, if conducted during work hours.
- (f) The District generally adheres to the principles of progressive discipline but, subject to the just cause provision set forth in subsection (a) above, reserves the right to determine the parameters of any disciplinary sanction.

- (g) All disciplinary documents shall be placed in the employee's personnel file.

4.11 Personnel Files

Each employee shall have the right, upon request, to review and make copies of the contents of his/her personnel file as provided in the Illinois Personnel Record Review Act. At the employee's request, a representative of the Association may accompany the employee in the review. The employee may place written responses to any material into his/her file.

4.12 New Employee Training Program

The District and the Association will jointly develop the specifics of a New Employee Training Program before the 2025-2026 school year. The Program shall utilize a mentor for new employees. The mentor shall be paid a stipend jointly determined by the District and Association. Any change in the training program shall occur only after consultation with the Association.

4.13 Designated Evaluator

The district shall designate an evaluator for each employee who, absent unusual circumstances, shall complete the performance evaluation of the employee. The district reserves the right to change the evaluator by providing written notice to the employee. Work assignments may be provided by any administrator in the employee's chain of command or the employee's directing teacher.

4.14 Vacancies

Except for positions tendered to employees with recall rights, all vacancies and newly created jobs shall be posted on the district website and emailed to existing staff. The posting and email shall occur at least five (5) work days prior to filling the vacancy except for the week prior to the beginning of semester or in the event of an emergency.

4.15 Early Dismissal/Late Start/Emergency Schedule

On days when school is started late or dismissed early due to inclement weather/disaster/emergency or on early dismissal days established by the District prior to holidays, employees shall suffer no loss of pay. When students are dismissed early for these conditions, the District shall set an early dismissal time. Employees will be allowed to leave work at the early dismissal time established by the District which will be no later than ten (10) minutes after the scheduled departure of the last district bus, provided students are not left unattended.

4.16 School Closing

Employees shall receive their regular pay for all eLearning days or school closures that are not made up. In the event of an eLearning day, Employees may be required to work in person or remotely depending upon the circumstances.

4.17 Trainings

- (a) Employees required to complete standard employee compliance training shall be paid at their hourly rate for their hours worked as directed by administration.
- (b) Employees, depending upon assigned program, may be required to attend Dunlap's CPI training annually. Employees not required to attend CPI training may submit a request to do so.
- (c) The District may also provide additional training for employees to stay up to date such as: CPR, Panic Attacks, Trauma, Seizure care, PECS, BIST, SEL, and any other training the district deems necessary.
- (d) Employees shall be paid at their regular rate for all required trainings.

4.18 Tuition Reimbursement

The District shall reimburse employees the actual tuition cost for classes approved in advance by the Superintendent, not to exceed the current ISU graduate tuition rate for graduate courses and the ISU undergraduate rate for undergraduate courses, provided the employee completes the course with a grade of "C" or better.

4.19 Restricted Duties

- (a) No employee shall be required to dispense medication or perform medical procedures on students.
- (b) No employee shall be required to perform work inconsistent with duties performed by other paraprofessionals in the District.
- (c) No employee shall be expected to complete any assigned work outside of their scheduled work day. However, if employees are asked to attend any meetings or activities outside of the work day including but not limited to open house, curriculum night, IEP meetings and parent-teacher conferences, they will be paid their regular rate.
- (d) Employees shall not be responsible for developing written lesson plans, nor shall they be responsible for introducing new material to students in lieu of a certified staff member. However, employees may be directed to follow lesson plans written by a certified staff member for the purpose of reinforcing concepts previously introduced by the certified staff member.

Modification of assignments or other material for students shall not be considered development of lesson plans.

- (e) Employees may be asked to supervise a classroom in the teacher's absence. Employees shall assist substitute teachers with the location of classroom materials, seating charts, lesson plans, and school routines.
- (f) Employees shall not be used as a substitute teacher unless they are legally qualified to be a substitute teacher. In such cases, the employee shall be paid his/her regular rate of pay for the day plus \$25 for up to three hours of substitute teacher work or \$50 for three or more hours of substitute teacher work.

4.20 Involuntary Transfers

- (a) Should the District need to involuntarily transfer employees to a different position, or from building to building, the District shall seek volunteers first. If there are no volunteers, the district shall consider the following criteria: (1) qualifications, (2) ability, (3) district seniority.
- (b) Appeal Procedure: Should an employee disagree with his/her involuntary transfer, he/she may appeal the District's decision within ten (10) days after the decision to the employee's respective building principal. The building principal shall hear the appeal within ten (10) days from the employee's written appeal, and shall render his/her final decision within ten (10) days.

4.21 One-on-One Assignments

- (a) Should an employee's one-on-one student be absent, the District will provide work in his/her job category for the employee.
- (b) Should an employee's one-on-one student leave the District or become ineligible for one-on-one services, efforts will be made by the District to keep said employee at his/her current school.

4.22 Assignments

- (a) Employees shall be notified of their tentative assignments for the forthcoming year prior to July 15th of the school year. If said assignment is less than their current assignment (i.e. 5.75 hours per day instead of 7), then said employee will be given the opportunity to choose and be placed into a vacant position.
- (b) If a change in assignment is made after July 15th, the employee will be promptly notified. This change would be classified as involuntary, and would be subject to the same appeal procedure outlined in Section 4.20 above, or the employee will be permitted to be released from his/her contract upon the employee's request.

- (c) If changes in job assignment are made between semesters, efforts will be made to notify the employee of the change in assignment no less than one (1) week before the change in assignment is to begin.

4.23 Interventionists

- (a) The parties understand the importance of maintaining an established Multi-Tiered System of Support (MTSS) that follows research-proven methods and provides guidance on student groupings and other related issues. The District will collaborate with Interventionists to create and manage caseloads and schedules as necessary from time to time. Interventionists with concerns about the MTSS plan or its implementation may raise such concerns through the chain of command.
- (b) The District will collaborate with Elementary Interventionists to provide clerical days at the beginning and end of each year as well as periodic preparation time throughout the year. Consultation about the dates and allotted preparation time for the next school year will occur before the last day of each school year.
- (c) Each elementary interventionist will receive a minimum of one hundred (100) minutes of preparation time per five-day work week.

4.24 Elementary Library Aides Clerical Time

Library aides will not have contact with students during the first eight (8) and the last ten (10) student attendance days to prepare the libraries for the school year.

ARTICLE V

SENIORITY AND REDUCTION IN FORCE

5.1 Seniority List, Notice and Categories

Prior to action to reduce bargaining unit positions, the affected employee(s) shall be given written notice at least thirty (30) days prior to the effective date of the reduction. Layoffs or reduction in hours, if necessary, shall be in order of seniority, least senior first, in each category of position. Employees will initially be grouped in a single category for purposes of the seniority list. However, the district reserves the right to add categories or separate employees into categories based on job position, provided that no change to the categories on the seniority list shall occur prior to providing the union with notice and an opportunity to bargain.

5.2 Seniority List

- (a) Seniority shall be defined as the length of an employee's continuous employment with the Employer within each category of position. Service shall be computed from the first day of uninterrupted employment. Service shall not be interrupted due to utilization of approved leaves of absence, vacations, time on recall, or normal breaks in the contractual year for that category of position. A full year of service shall be earned if an employee actually works at least 120 days. In the event that the seniority list results in ties, ties will be broken by (1) qualifications and (2) ability.
- (b) A seniority list for the employees shall be developed and posted each year prior to February 1 reflecting the length of service of each employee in each category of position, including those on layoff. A copy of the seniority list shall be given to the Association President at the time of posting.

5.3 Recall, Notice and Rejection

The recall period shall be one calendar year from the last day of work prior to the layoff. If within the employee's recall period a vacancy occurs, the most senior employee in that category of position shall be offered the position. A laid off employee who does not respond within 10 days of notice to their last known address or rejects an offer that is similar in job description, hours worked, and work year loses all recall rights. Recalled employees shall suffer no loss of pay or benefits in effect at the time of recall unless altered through collective negotiations between the District and the Association.

5.4 Recall to Lesser Position

A laid off employee may accept or reject an offer of a position of lesser terms and still retain recall rights to that category of position and terms from which he/she was reduced.

5.5 No Benefits During Layoff; Reinstatement of Benefits Upon Recall

Vacation, sick leave, personal leave, seniority and other benefits shall not be earned while on layoff. However, such benefits shall be reinstated at the level the employee enjoyed at the time of the layoff upon recall unless paid out or reported to IMRF for credible service purposes.

ARTICLE VI

LEAVES

6.1 Absence Due to Illness or Injury

Employees shall receive the following amount of paid sick leave on the first day of the school year. The length of the sick leave day shall be the same as the hours normally worked.

Scheduled to work:

Less than 600 hours / year	0 days
600+ hours per year but less than 30 hours / week	12 days
30 hours per week	15 days

- (a) Sick leave is defined as paid absence from working which is caused by personal illness, quarantine at home, or illness or death in the household or immediate family of the employee. For contract purposes, we define "immediate family" for employee's sick leave purposes as: parents, guardian or caregiver, spouse, domestic partner, children, foster children, stepchildren, brothers, sisters, grandparents, grandchildren, aunts, uncles, nieces, nephews, fiancées, all in-laws, children under primary care and any household members.
- (b) Sick leave shall be taken in hourly increments.
- (c) Sick leave shall not be debited for legal holidays or vacations.
- (d) All rights and benefits shall continue while on sick leave.
- (e) Additional leave beyond that as defined in the contract may be granted at the Superintendent's discretion.
- (f) Sick leave can be accumulated up to 255 days or according to the current IMRF maximum allowable accumulation, whichever is greater.

6.2 Personal Leave

Employees shall receive two (2) personal days per year, calculated as the length of said employee's work day. Personal leaves are subject to the following conditions:

- (a) Twenty-four (24) hour notification of absence will be given, if possible, by entering the request into AESOP or by notifying the building principal.
- (b) No reason for absence needs to be given.

- (c) Leave shall be used in hourly increments.
- (d) Unused personal leave shall be converted to sick leave.

6.3 Birth and Adoption

Employees may utilize up to twelve (12) weeks unpaid leave in the twelve (12) month period following the birth, adoption, placement for adoption, or acceptance of a child in foster care in accordance with the Family Medical Leave Act. Up to sixty (60) consecutive days of accrued sick leave may be used for the well-baby care in the twelve (12) month period following the birth, adoption, or acceptance of a child in foster care without medical basis. Should a scheduled break or holiday occur after commencement of the leave, those days will not count toward the sixty (60) limitation, nor constitute an end to the consecutive use of leave days. In the case of adoption, employees may use a portion of the leave days prior to placement if used during the formal adoption process. FMLA leave shall run concurrently with the use of any sick leave under this Section and shall not act to extend leave beyond sixty (60) work days.

6.4 Armed Services

Leaves for the service in the U.S. Armed Services, or any of its reserve components, and the National Guard, as well as reemployment rights, will be granted in accordance with State and Federal laws. An employee hired to replace one in military service does not acquire seniority.

6.5 Miscellaneous Leaves

Employees may, at the discretion of the Employer, be granted unpaid leaves of absence for the duration of this Agreement as agreed between the employee and the Employer. Accrued benefits earned at the time the leave begins shall be retained, but no additional benefits shall be earned during the period of the leave.

6.6 Leave Benefits

Except as provided in Section 6.7 below and any applicable rules of the health insurance plan, an employee eligible for group insurance or on a Board-approved leave, shall have the right to participate in the group hospital and medical insurance described under Article VII in like manner as if such employee were not on leave, provided, however, one hundred percent (100%) of the financial expenses of such benefits shall rest entirely with the employee.

6.7 Family and Medical Leave

The District shall comply with the provisions of the Family and Medical Leave Act as amended.

6.8 Bereavement

- (a) An employee may utilize up to five (5) paid days of bereavement leave per event for the death of a spouse, child, parent (natural or foster), brother or sister, grandparent, grandchild, relative of the spouse of identical degree or person residing with the employee, whose major support is derived from the employee and who is related to the employee or spouse by a kinship of first cousin or closer. Bereavement leave granted pursuant to the foregoing sentence shall not be deducted from the employee's sick or personal days.
- (b) Leave for bereavement, not to exceed three (3) days, shall be granted in the event of death of an aunt, uncle, niece, nephew, or cousin who does not fall within the scope of the first sentence of this section. Bereavement leave granted pursuant to the foregoing sentence shall be deducted from the employee's sick leave.
- (c) Leave for bereavement for other family members including in-laws, who aren't included in 6.8(a), may be taken, not to exceed two (2) days, and shall be deducted from the employee's sick leave.

6.9 Association Leave

The President of the Association or their designees will be granted a total of sixteen (16) hours per year release time, to conduct Association business. The release time may be arranged in various configurations upon mutual agreement of the Association and District Superintendent or designee. Meetings scheduled during the school day between the President of the Association or their designees and District representatives will not count toward this limitation.

6.10 Compulsory Appearances

Employees shall not suffer loss of pay or leave benefits for absences occasioned by jury duty, court appearances on behalf of the District, court appearances as a victim of a crime, or as a result of subpoenas issued by third parties related to the employee's District employment. Any remuneration provided to the Employee for such appearances shall be remitted to the District.

6.11 Religious Holidays

The Principal shall grant an employee's request for time off to observe a religious holiday if the employee gives at least five (5) days prior notice. Employees may use earned vacation, personal days, accrued compensatory time or unpaid time for the absence.

ARTICLE VII

EMPLOYEE COMPENSATION AND FRINGE BENEFITS

7.1 Initial Placement on Wage Schedule and Minimum Guarantee

- (a) Employees shall be initially placed on the wage schedule in FY25 on the first step which represents at least a 3.1% increase in wage rate. For the purpose of this provision, the paraprofessional stipend shall be calculated as part of the employee's wage rate. Employees whose minimum guaranteed wage exceeds the last step on the wage schedule shall receive a 3.1% increase each year of the 2024-2027 contract.
- (b) For school years 2025-2026 and 2026-2027, employees shall be guaranteed a wage increase of at least 3.1%, provided, however, such guarantee shall not apply to employees who reach the bottom step of the wage schedule.

7.2 Group Hospital and Medical Insurance

- (a) The benefits and coverage in effect at the beginning of the contract term shall not be substantially altered during the duration of the contract without prior notice to the Association. It is accepted that the insurance program is a part of a co-op program of ten or more school districts and as such, changes in the benefits and coverage is dependent upon adjustments made by a majority vote of the member districts.
- (b) For employees working 30 hours per week or more, the District will pay 90% of the current cost of the single health insurance plan premium as set by the co-op. The employee will pay 10% of the current premium cost. For other categories such as family, employee plus spouse, and employee plus children, the District will pay 70% of the current premium cost as set by the co-op. The employee will pay 30% of the current premium cost.
- (c) If an employee and spouse both work for the District and work 30 hours per week or more, a dependent coverage plan will be selected with the insurance provider.
 - (1) Employees with no children can choose from the following two options:
 - The joint employee premium shall be equal to two times the single employee premium, and the employees shall not have the right to select the annuity option;

or

- The joint employee premium shall be equal to the total amount an employee would pay for employee plus spouse coverage, and one employee shall have the right to select the annuity option.

(2) Employees with children can choose from the following two options:

- The joint employee premium shall be equal to the single employee premium plus the total premium an employee would pay for the employee plus child coverage, and the employees shall not have the right to select the annuity option;

or

- The joint employee premium shall equal the total amount an employee would pay for employee plus spouse coverage, and one employee shall have the right to select the annuity option.

- (d) For employees working 30 hours per week or more, the District will pay 30% of the dental insurance premium, single coverage, for a dental insurance policy/carrier.
- (e) For employees working over 30 hours per week or more who choose not to be covered under the District Health Plan, the Board of Education will place in a tax-sheltered annuity with a TSA carrier the amount of seventy dollars (\$70.00) per month or \$840 annually. If an employee changes from insurance to annuity, the change must be completed through insurance before the annuity will be deposited. After meeting with a Human Resources representative to review all options, it is the employee's responsibility to sign up for the TSA and failure to sign up for the TSA will not result in back payments. Payments to the TSA will begin the first pay period after insurance is canceled, or the first pay period following the date completed paperwork is turned into the District Office, whichever is later.
- (f) The Association will have two members, appointed by the Association President, participate on the currently established standing insurance committee. This committee shall annually review the performance of the present insurance plan, and the district's representative to the co-op will report findings at the meeting of the co-op. The District and/or Association shall have the right to explore other insurance options for its health insurance plan. The committee shall review the options and reports and make a recommendation to the Board of Education.

7.3 Life Insurance

For employees working 30 or more hours per week, the District shall pay the premium for

any full-time employee who elects to receive Forty Thousand Dollars (\$40,000.00) in term life insurance from the group life insurance plan offered to the District's staff. To the extent permitted by the insurance plan, employees working less than full-time may elect to receive Forty Thousand Dollars (\$40,000.00) in term life insurance, but the employee must pay the premium.

7.4 Flexible Benefit Plan

The District shall establish, maintain, and operate a flexible benefit plan pursuant to Section 125 of the Internal Revenue Code for all Association employees.

7.5 Payroll Procedures

- (a) Association employees shall receive 24 pays per year.
- (b) Payment for extra duty assignments, i.e., substitute pay, ticket takers, etc., will be paid in the second paycheck of each month pending the submission of appropriate time sheets.
- (c) Method of payment shall be by direct electronic deposit to the depository of the staff member's choice.
- (d) Union Dues Deduction and Remittance:
 - (1) At least thirty (30) days prior to the first payroll, the Association shall notify the District indicating the annual amount of dues for each employee category and certify a list of current employees it believes have consented to dues withholding for the upcoming year. If the persons for whom the District have on file a signed deduction form differ from the certified list provided by the Association, the District will notify the Association of the differences within seven (7) days.
 - (2) The District shall deduct union dues from any Employee for whom the District has on file a current signed deduction authorization and shall remit the same to the Association within ten (10) business days of each payroll.
 - (3) Dues will be deducted over eighteen (18) paychecks beginning in September and ending in May.
 - (4) If an employee submits a signed document to the Association indicating that he or she no longer wishes to have union dues deducted, the Association shall notify the district and provide a copy of the same within ten (10) business days.

7.6 IMRF Shelter and Contributions

According to the authority granted by the Pension Reform Act of 1974, Section 414 (h)(2) of the Internal Revenue Code and Public Act 81-5136, Ill. Rev. Stat. 1981, Chapter 108 1/2, Par. 7-173.2, the Board of Education agrees to deduct from each employee's wages the required member contributions and remit the same to the Illinois Municipal Retirement Fund on behalf of each qualified employee as a tax- sheltered, direct contribution. The District will also contribute a percentage set by IMRF each year. Should any of the above be declared improper by an IRS ruling or opinion or by a court of competent jurisdiction, that clause or portion thereof shall be deleted to the extent that it violates the ruling or opinion.

7.7 Overtime

In the event employees are required to work more than forty (40) hours in a work week, such employee shall be paid one and one-half (1-1/2) times the hourly rate for each hour exceeding forty (40) hours in the work week.

7.8 Reimbursement for Expenses

The Board of Education shall reimburse employees for expenses necessary for the performance of their duties which have been pre-approved by the Superintendent (or designee), after proper submittal of receipts to the Superintendent (or designee) in accordance with Board policy.

7.9 Personal Auto

Use of a personal auto for employer business, including required travel between buildings during the work day, shall be reimbursed at the prevailing rate reimbursable by the IRS.

7.10 Paraprofessional Stipend

A paraprofessional stipend of one thousand eight hundred dollars (\$1,800.00) will be paid to certain employees based on job duties and in accordance with the following provisions:

- (a) Particulars of stipend:
 - Stipend paid in 24 installments
 - Stipend will be pro-rated for paraprofessionals working less than full year
 - Stipend will be pro-rated based on seven hour work day for paraprofessionals working less than seven hours per day.
- (b) Qualification for stipend will be determined by administration based on the following factors:

- Provides immediate and direct support to the classroom teacher and students within resource programs, ED/BD programs, and Life Skills programs.
- Supports and assists the physical and personal needs of more severe and profound students.
- Competently assists with medical procedures and physical/personal health needs when required.
- Provides hygiene assistance as outlined in the student's IEP such as changing diapers, completing bathroom needs, transitioning students from wheelchairs or other equipment, and other extra lifting throughout the day.

ARTICLE VIII

GRIEVANCE PROCEDURE

(a) Definitions.

- (1) A grievance is a claim by the union that the employer has violated the contract. This claim of contract violation may include interpretation or application of the contract.
- (2) All time limits consist of school days, except that when a grievance is submitted less than fifteen (15) days before the close of the current school term, time limits shall consist of all weekdays in order that the matters may be resolved before the close of the school term or as soon thereafter as possible. School days for purposes of the grievance procedure shall mean employee employment days.
- (3) Upon selection and certification of a grievance representative in each building by the Association, and written notification of the designated representative to the Board, the Board shall recognize such representatives in each building and further recognize all individual building representatives as the Association Grievance Committee. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with his/her building principal and having the grievance adjusted without intervention of the Association, provided the adjustment is consistent with the terms of this agreement.

(b) The parties acknowledge that it is usually most desirable for an employee and his/her building principal to resolve problems through free and informal communications. When requested by the employee, the building representative may accompany the aggrieved employee to assist in the informal resolution of the grievance. If, however, such informal processes fail to satisfy the employee or the Association, a grievance may be processed as follows:

- (1) The Association must present the grievance in writing to the building principal within twenty (20) days of the grieved action. The building principal will arrange a meeting to take place within fifteen (15) days after receipt of the written grievance. The Association's representative, the aggrieved employee, and the building principal shall be present for the meeting. The building principal shall provide a written answer of the grievance to the aggrieved employee and the Association within fifteen (15) days after the meeting. This answer shall include the reasons for the decision. At this point, if the grievance has not been resolved, the Association will determine whether the Association will pursue the matter further.

- (2) If the Association determines to pursue the matter further, then the Association shall refer the grievance to the Superintendent within twenty (20) days after receipt of the Step 1 answer. The Superintendent shall arrange for a combined meeting of the Association representative appealing the decision, the employee and himself/herself to take place within fifteen (15) days of this receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counsel as it deems necessary to develop facts pertinent to the grievance. Upon conclusion of the meeting, the Superintendent shall have fifteen (15) days in which to provide a written decision with reasons to the aggrieved and Association.
- (3) If the Association is not satisfied with the disposition of the grievance at Step 2, the Association may refer to the grievance in writing along with any other written documents, arguments, or testimony in support of the grievance to the Board within twenty (20) days after receipt of the Step 2 answer. The Board will review the grievance at its next regularly scheduled meeting unless such meeting is less than five days from the date of the appeal in which case the review shall occur at the following regularly scheduled meeting. The Board shall provide a written response to the employee and Association within twenty (20) days of the meeting.
- (4) If the Association is not satisfied with the disposition of the grievance at Step 3, the Federal Mediation and Conciliation Services will act as the administrator of the proceedings. If a written demand for arbitration is not filed within twenty (20) days of the date for the Step 3 response, then the grievance will be deemed withdrawn. The arbitrator will base his decision solely upon his/her interpretation of the meaning or application of the specific terms of this Agreement to the facts of the grievance presented. The arbitrator will have no power to alter, amend, modify, or add to the terms of this Agreement.
- (c) The grievant shall have the right to be represented by the Association at any step, and no employee shall be required to discuss any grievance if the Association's representative is not present.
- (d) All parties shall cooperate in its investigation of any written grievance, and further, shall furnish all parties with such relevant information required for the orderly processing of any grievance.
- (e) No discriminating action shall be taken by the Board or the Administration against an employee because of his participation in this grievance procedure.

- (f) All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- (g) A grievance may be withdrawn at any level by the aggrieved or his representative without establishing precedent.
- (h) All time references in these procedures may be extended by mutual agreement of the Board and the Association or its authorized representatives.
- (i) Each party will bear the full costs of its representation. The cost of the arbitrator and the Federal Mediation and Conciliation Services will be divided equally between the parties. If either party requests a transcript of the proceedings, that party will bear full costs for that transcript. If both parties order a transcript, the cost of the transcript will be divided equally between the Board and the Association.
- (j) The failure of the employee or Association to act within the time limits set forth will preclude further appeal of the grievance. Upon failure of the Board to meet the time limits prescribed in this Article, the grievance will be advanced to the next highest level. Time limits specified may be extended by mutual written agreement.
- (k) By mutual agreement, any step of the grievance procedure may be bypassed.
- (l) Grievances involving one or more supervisors and grievances involving an administrator above building level may be initially filed by the Association at Step 2.

ARTICLE IX

EFFECT OF AGREEMENT

- (a) The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties hereto. The terms and conditions of this Agreement may be modified by alteration, change, addition to, or deletion only through the voluntary, mutual consent of the parties in a written amendment executed in accordance with the negotiations process outlined in this Agreement.
- (b) 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 violated the law. The remaining articles, sections, and clauses shall remain in full force and effect for the duration of the Agreement if not affected by the deleted article, section, or clause.

ARTICLE X

NO STRIKE PROVISION

The Association agrees not to strike during the term of this Agreement.

ARTICLE XI

REVISION AND DISTRIBUTION

- (a) Copies of the current contract, signed and ratified by representatives of the Association and Administration, shall be distributed to all staff covered by the agreement per the following:
 - (1) New Employee: A current contract shall be provided to all new employees at the time new hire paperwork is tendered to the new employee.
 - (2) Existing Employee: A current contract shall be emailed to all existing employees and posted on the website no later than opening day institute if the contract has been ratified for at least thirty (30) days. If not available due to a lack of ratification, the contracts shall be distributed within thirty (30) days following ratification.

ARTICLE XII

DURATION OF AGREEMENT

This agreement shall become effective on July 1, 2024 and shall terminate on June 30, 2027.

Entered into this _____ day of _____, 2024.

FOR THE DUNLAP SUPPORT
PERSONNEL ASSOCIATION

FOR THE BOARD OF EDUCATION OF
DUNLAP DISTRICT #323

By _____
DSPA President

By _____
Board President

By _____
DSPA Vice President

By _____
Board Secretary

APPENDIX – WAGE SCHEDULE

		FY25		FY26		FY27
Step		Hourly Wage		Hourly Wage		Hourly Wage
Starting		\$16.80		\$17.30		\$17.80
1		\$17.10		\$17.60		\$18.10
2		\$17.40		\$17.90		\$18.40
3		\$17.70		\$18.20		\$18.70
4		\$18.00		\$18.50		\$19.00
5		\$18.30		\$18.80		\$19.30
6		\$18.60		\$19.10		\$19.60
7		\$18.90		\$19.40		\$19.90
8		\$19.20		\$19.70		\$20.20
9		\$19.50		\$20.00		\$20.50
10		\$19.80		\$20.30		\$20.80
11		\$20.10		\$20.60		\$21.10
12		\$20.40		\$20.90		\$21.40
13		\$20.70		\$21.20		\$21.70
14		\$21.00		\$21.50		\$22.00
15		\$21.30		\$21.80		\$22.30
16		\$21.60		\$22.10		\$22.60
17		\$21.90		\$22.40		\$22.90
18		\$22.20		\$22.70		\$23.20
19		\$22.50		\$23.00		\$23.50
20		\$22.80		\$23.30		\$23.80
21		\$23.10		\$23.60		\$24.10
22		\$23.40		\$23.90		\$24.40
23		\$23.70		\$24.20		\$24.70
24		\$24.00		\$24.50		\$25.00
25		\$24.30		\$24.80		\$25.30
* Following FY25, Aides will move to the next step if their start date was on or before November 1						
** Following FY25, Aides will not be allowed to fall off the schedule						