

**MEMORANDUM OF UNDERSTANDING**  
**PARAPROFESSIONAL SHORTAGE REVIEW COMMITTEE**

This Memorandum of Understanding is between the Board of Education (the “Board”) of Des Plaines Community Consolidated School District 62, Cook County, Illinois (the “School District”), and the Des Plaines Educational Support Personnel Association, IEA-NEA (the “Association”). The Board and the Association agree as follows:

1. In August, 2019, the District entered into three contracts with The Stepping Stones Group (the “Contractor”), under which the Contractor committed to provide the District with three special education paraprofessionals for the entire 2019-2020 school term to facilitate meeting the District’s pressing need for such employees. The District actually engaged paraprofessionals under two of the three contracts with the result that two of the Contractor’s employees began working, and continue to work, as special education paraprofessionals in the School District since the start of the 20192020 school term. The contracts were entered into, and the two paraprofessionals have been working in the District, without notice to the Association from the District and without negotiations and agreement between the District and the Association, contrary to the District’s obligation to give notice and negotiate under the Illinois Educational Labor Relations Act (“IELRA”). The District recognizes that the Association could have brought what likely would have been a successful unfair labor practice charge before the Illinois Educational Labor Relations Board (“IELRB”). Instead, the Board and the Association have agreed to enter into this Memorandum of Understanding.

2. The District and the Association hereby create the Special Education Paraprofessional Shortage Committee (the “Committee”), which shall be formed and operate as follows:

A. The Committee shall be composed of six members, three of which shall be appointed by the Superintendent and three of which shall be appointed by the Association President. The three Committee members appointed by the Superintendent shall be the Assistant Superintendent for Student Services, the Assistant Superintendent for Human Resources and a building principal. Among the three members appointed by the Association President shall be an elementary school special education paraprofessional and a middle school special education paraprofessional. The Committee shall be led by co-chairs (the “Co-Chairs”), one appointed from the Committee membership by the Association and the other appointed from the Committee membership by the Superintendent.

B. The Committee shall meet at the call of the Co-Chairs at least three times beginning November 19, 2019 and ending no later than January 19, 2020 unless otherwise agreed by the Co-Chairs. The Committee meetings shall be held during regular work hours, and the Association’s Committee members shall be released from their regular work duties without loss of pay. The District shall arrange coverage for the released members at its own cost.

C. Within ten (10) school days after its last meeting, the Co-Chairs shall submit a report of the Committee's work and recommendations to the Superintendent and the Association President. After discussion of the report and recommendations with the Co-Chairs, the Superintendent shall present the report and recommendations to the Board for its consideration. The Board shall respond in writing to the Association within thirty (30) calendar days after receipt of the report from the Superintendent.

D. The Committee shall examine, and address in its report and recommendations, the following:

- 1) Enhancing the safety of special education paraprofessionals.
- 2) Increasing the ability of the District to attract and retain special education paraprofessionals.

E. The Board shall provide to the Committee the services of one of its attorneys who concentrates in special education law to assist the Committee in gaining an understanding of special education issues relevant to the topics identified in paragraph D. above. The Association may have an IEA representative present at any meeting at which the special education attorney is present.

F. During Committee meetings, either Co-Chair may recess the meeting to seek advice from their respective representatives and/or adjourn and reconvene, at a mutually acceptable time and place, a meeting if additional time is needed to consult with their representatives. Except as provided for in E. above or unless the Co-Chairs agree, the representatives of the parties shall not attend Committee meetings.

3. The District may fulfill its contractual obligations to the Contractor for the special education paraprofessionals for the remainder of the 2019-2020 school term; but it shall not thereafter contract out for special education paraprofessionals without satisfying its obligations under the IELRA. The Association will not file an unfair labor practice charge with the IELRB, or bring a grievance, arising out of the District contracting out for the special education paraprofessionals. The Association fully retains its rights to do so in the future should the Board fail to comply with its obligations under this MOU or under the IELRA with respect to contracting out of bargaining unit work.

4. This Memorandum of Understanding shall become effective and be deemed dated when the last of the parties signs as set forth below and shall remain in effect until the expiration of the 2017-2021 Collective Bargaining Agreement between the Board and the Association unless earlier terminated by mutual agreement of the parties.

BOARD OF EDUCATION  
DES PLAINES COMMUNITY  
CONSOLIDATED SCHOOL DISTRICT 62,  
Cook County, Illinois

DES PLAINES EDUCATIONAL  
SUPPORT PERSONNEL ASSOCIATION,  
IEA-NEA

By: Stephanie Ducharme  
President

By: Becky J  
President

Attest:  
Margaret Goodclute  
Secretary

Attest:  
\_\_\_\_\_

Dated: 11/18/19

Dated: 11/6/19

Ronald J. Buntin  
Vice President