



NEW EMPLOYEE INFORMATION

- **BOARD OF EDUCATION PERSONNEL POLICIES**
- **108/EAP CONTRACT**

**2023- 2024
SUPPORT STAFF**

2023-2024 PEKIN PUBLIC SCHOOLS-DISTRICT 108 CALENDAR

August 7 (Monday)	Registration Pre-Kindergarten through 8th Grade (Wilson Intermediate School)
August 21 (Monday)	Institute Day (Staff only)
August 22 (Tuesday)	Institute Day (Staff only)
August 23 (Wednesday)	First Day of Student Attendance
September 4 (Monday)	No School-Labor Day
September 15 (Friday)	School Improvement Planning (K-8 Early Dismissal) No PM PFEC
October 6 (Friday)	School Improvement Planning (K-8 Early Dismissal) No AM PFEC
October 9 (Monday)	No Student or Staff Attendance -Columbus Day/Indigenous Peoples Day
October 26 & 27 (Thursday & Friday)	No Student Attendance due to Parent/Teacher Conferences
November 17 (Friday)	School Improvement Planning (K-8 Early Dismissal) No PM PFEC
November 22-24 (Wednesday-Friday)	Thanksgiving Break - No School
December 8 (Friday)	School Improvement Planning (K-8 Early Dismissal) No AM PFEC
December 21 (Thursday)	Early Dismissal K-3 1:40 p.m. 4-6 1:15 p.m. 7-8 1:00 p.m. No PM PFEC
Holiday Break	Students: December 22-January 8 Staff: December 22 - January 7
January 8 (Monday)	No Student Attendance - Staff Institute Day
January 9 (Tuesday)	Students Return/Classes Resume
January 12 (Friday)	School Improvement Planning (K-8 Early Dismissal) No AM PFEC
January 15 (Monday)	Martin Luther King Holiday - No School
January 26 (Friday)	School Improvement Planning (K-8 Early Dismissal) No PM PFEC
February 16 (Friday)	School Improvement Planning (K-8 Early Dismissal) No AM PFEC
February 19 (Monday)	Presidents' Day - No School
February 29 (Thursday)	School Improvement Planning (K-8 Early Dismissal) No PM PFEC
March 1 (Friday)	No Student Attendance - Parent Teacher Conferences
March 22 (Friday)	School Improvement Planning (K-8 Early Dismissal) No AM PFEC
March 28 (Thursday)	Final Attendance Day Before Spring Break - Regular School Hours
March 29 - April 5	Spring Break
April 8 (Monday)	Students & Staff Return/Classes Resume
April 19 (Friday)	School Improvement Planning (K-8 Early Dismissal) No PM PFEC
May 10 (Friday)	School Improvement Planning (K-8 Early Dismissal) No AM PFEC
May 27 (Monday)	No School - Memorial Day Holiday
May 30 (Thursday)	PFEC AM AND PM FINAL DAY OF CLASSES
May 31 (Friday)	Early Dismissal/Final Day of Classes/School Improvement Planning

Tuesday, August 22- Back to School Overview & Parent/Student/Teacher Introductions

Wednesday, August 23-First Day of Student Attendance

Friday, May 31-Final Day of School if not Emergency Days (Early Dismissal)

Friday, June 7-Last possible day for staff and students if all 5 Emergency Days are used

Arrival and Dismissal Times

PFEC AM = 8:40 a.m. to 11:25 a.m.
 PFEC PM = 12:40 p.m. to 3:25 p.m.

K-3 = 8:40 a.m. to 3:10 p.m.
 4-6 = 8:10 a.m. to 2:40 p.m.
 7-8 = 8:00 a.m. to 2:45 p.m.

Early Dismissal Times (School Improvement Days)

Grades K-3 = 11:40 a.m.
 Grades 4-6 = 11:15 a.m.
 Grades 7-8 = 11:00 a.m.

Approved by the Pekin D108 Board of Education on 3/20/23

**Pekin Public Schools District
#108**

Board of Education

BOARD POLICIES

FY 24

School Board

Uniform Grievance Procedure

A student, parent/guardian, employee, or community member should notify any District Complaint Manager if he or she believes that the School Board, its employees, or agents have violated his or her rights guaranteed by the State or federal Constitution, State or federal statute, or Board policy, or have a complaint regarding:

1. Title II of the Americans with Disabilities Act;
2. Title IX of the Education Amendments of 1972;
3. Section 504 of the Rehabilitation Act of 1973;
4. Individuals With Disabilities Education Act, 20 U.S.C. §1400 et seq.;
5. Title VI of the Civil Rights Act, 42 U.S.C. §2000d et seq.;
6. Equal Employment Opportunities Act (Title VII of the Civil Rights Act), 42 U.S.C. §2000e et seq.;
7. Sexual harassment (Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, and Title IX of the Education Amendments of 1972);
8. Misuse of funds received for services to improve educational opportunities for educationally disadvantaged or deprived children;
9. Curriculum, instructional materials, and/or programs;
10. Victims' Economic Security and Safety Act, 820 ILCS 180;
11. Illinois Equal Pay Act of 2003, 820 ILCS 112;
12. Provision of services to homeless students; or
13. Illinois Whistleblower Act, 740 ILCS 174/1 et seq.
14. Breastfeeding accommodations for students, 105 ILCS 5/10-20.60
15. Bullying, 105 ILCS 5/27-23.7

The Complaint Manager will attempt to resolve complaints without resorting to this grievance procedure and, if a complaint is filed, to address the complaint promptly and equitably. The right of a person to prompt and equitable resolution of a complaint filed hereunder shall not be impaired by the person's pursuit of other remedies. Use of this grievance procedure is not a prerequisite to the pursuit of other remedies and use of this grievance procedure does not extend any filing deadline related to the pursuit of other remedies. All deadlines may be extended by the Complaint Manager as he or she deems appropriate. As used in this policy, "school business days" means days on which the District's main office is open.

Filing a Complaint

A person (hereinafter Complainant) who wishes to avail him or herself of this grievance procedure may do so by filing a complaint with any District Complaint Manager. The Complainant shall not be required to file a complaint with a particular Complaint Manager and may request a Complaint Manager of the same gender. The Complaint Manager may request the Complainant to provide a written statement regarding the nature of the complaint or require a meeting with a student's parent(s)/guardian(s). The Complaint Manager shall assist the Complainant as needed.

Investigation

The Complaint Manager will investigate the complaint or appoint a qualified person to undertake the investigation on his or her behalf. If the Complainant is a student, the Complaint Manager will notify his or her parent(s)/guardian(s) that they may attend any investigatory meetings in which their child is involved. The complaint and identity of the Complainant will not be disclosed except: (1) as required by law, this policy, or (2) as necessary to fully investigate the complaint, or (3) as authorized by the Complainant.

The identity of any student witnesses will not be disclosed except: (1) as required by law or any collective bargaining agreement, or (2) as necessary to fully investigate the complaint, or (3) as authorized by the parent/guardian of the student witness, or by the student if the student is 18 years of age or older.

Within 30 school business days of the date the complaint was filed, the Complaint Manager shall file a written report of his or her findings with the Superintendent. The Complaint Manager may request an extension of time. If a complaint of sexual harassment contains allegations involving the Superintendent, the written report shall be filed with the Board, which will make a decision in accordance with Section 3 of this policy. The Superintendent will keep the Board informed of all complaints.

Decision and Appeal

Within 5 school business days after receiving the Complaint Manager's report, the Superintendent shall mail his or her written decision to the Complainant by U.S. mail, first class, as well as the Complaint Manager.

Within 10 school business days after receiving the Superintendent's decision, the Complainant may appeal the decision to the Board by making a written request to the Complaint Manager. The Complaint Manager shall promptly forward all materials relative to the complaint and appeal to the Board. Within 30 school business days, the Board shall affirm, reverse, or amend the Superintendent's decision or direct the Superintendent to gather additional information. Within 5 school business days of the Board's decision, the Superintendent shall inform the Complainant of the Board's action.

This grievance procedure shall not be construed to create an independent right to a Board hearing. The failure to strictly follow the timelines in this grievance procedure shall not prejudice any party.

Appointing Complaint Managers

The Superintendent shall appoint at least 2 Complaint Managers, one of each gender. The District's Nondiscrimination Coordinator, if any, may be appointed a Complaint Manager. The Superintendent shall insert into this policy the names, addresses, and telephone numbers of current Complaint Managers.

Complaint Managers:

Name – **Assistant Superintendent**

Address

Telephone

Name – **Director of Human Resources**

Address

Telephone

Name – **Business Manager**

Address

Telephone

- LEGAL REF.: Age Discrimination in Employment Act, 29 U.S.C. §621 et seq.
Americans With Disabilities Act, 42 U.S.C. §12101 et seq.
Equal Pay Act, 29 U.S.C. §206(d).
Immigration Reform and Control Act, 8 U.S.C. §1324a et seq.
Individuals With Disabilities Education Act, 20 U.S.C. §1400 et seq.
McKinney Homeless Assistance Act, 42 U.S.C. §11431 et seq.
Rehabilitation Act of 1973, 29 U.S.C. §791 et seq.
Title VI of the Civil Rights Act, 42 U.S.C. §2000d et seq.
Equal Employment Opportunities Act (Title VII of the Civil Rights Act), 42 U.S.C. §2000e et seq.
Title IX of the Education Amendments, 20 U.S.C. §1681 et seq.
105 ILCS 5/2-3.8, 5/3-10, 5/10-20.7a, 5/10-22.5, 5/22-19, 5/24-4, 5/27.1, and 45/1-15.
Illinois Whistleblower Act, 740 ILCS 174/1 et seq.
775 ILCS 5/1-101.
Victims' Economic Security and Safety Act, 820 ILCS 180, 56 Ill.Admin.Code Part 280.
Equal Pay Act of 2003, 820 ILCS 112.
23 Ill.Admin.Code §§1.240 and 200-40.
- CROSS REF.: 5:10 (Equal Employment Opportunity and Minority Recruitment), 5:20 (Sexual Harassment), 6:140 (Education of Homeless Children), 6:170 (Title I Programs), 6:260 (Complaints About Curriculum, Instructional Materials, and Programs), 7:10 (Equal Educational Opportunities), 7:20 (Harassment of Students Prohibited), 7:180 (Preventing Bullying, Intimidation, and Harassment), 8:70 (Accommodating Individuals with Disabilities), 8:110 (Public Suggestions and Complaints)

Adopted by the Board of Education September 2001
Revised and Adopted: December 2006; February 2008; June 2020

Operational Services

Accounting and Audits

The School District's accounting and audit services shall comply with the *Requirements for Accounting, Budgeting, Financial Reporting, and Auditing*, as adopted by the Illinois State Board of Education (ISBE), State and federal laws and regulations, and generally accepted accounting principles. Determination of liabilities and assets, prioritization of expenditures of governmental funds, and provisions for accounting disclosures shall be made in accordance with government accounting standards as directed by the auditor designated by the Board. The Superintendent, in addition to other assigned financial responsibilities, shall report monthly on the District's financial performance, both income and expense, in relation to the financial plan represented in the budget.

Annual Audit

At the close of each fiscal year, the Superintendent shall arrange to have an audit of the District funds, accounts, statements, and other financial matters. The audit shall be performed by an independent certified public accountant designated by the Board and be conducted in conformance with prescribed standards and legal requirements. A complete and detailed written audit report shall be provided to each Board member and to the Superintendent. The Superintendent shall annually, on or before October 15, submit an original and one copy of the audit to the Regional Superintendent of Schools.

Annual Financial Report

The Superintendent or designee shall annually prepare and submit the Annual Financial Report on a timely basis using the form adopted by ISBE. The Superintendent shall review and discuss the Annual Financial Report with the Board before it is submitted.

Inventories

The Superintendent or designee is responsible for establishing and maintaining accurate inventory records.. The inventory record of supplies and equipment shall include a description of each item, quantity, location, purchase date, and cost or estimated replacement cost, unless the supplies and equipment are acquired by the District pursuant to a federal or State grant award, in which case the inventory record shall also include the information required by 2 C.F.R. §200.313, if applicable. The Superintendent shall establish procedures for the management of property acquired by the District under grant awards that comply with federal and State law.

Capitalization Threshold

To be considered a capital asset for financial reporting purposes, a capital item must be at or above a capitalization threshold of \$5,000 and have an estimated useful life of greater than one year.

Disposition of District Property

The Superintendent or designee shall notify the Board, as necessary, of the following so that the Board may consider its disposition:

- 1) District personal property (property other than buildings and land) that is no longer needed for school purposes, and
- 2) school site, building, or other real estate that is unnecessary, unsuitable, or inconvenient. Notwithstanding the above, the Superintendent or designee may unilaterally dispose of property of a diminutive value.

The Superintendent shall establish procedures for the disposition of property acquired by the District under grant awards that comply with federal and State law.

Taxable Fringe Benefits

The Superintendent or designee shall: (1) require that all use of District property or equipment by employees is for the District's convenience and best interests unless it is a Board-approved fringe benefit, and (2) ensure compliance with the Internal Revenue Service regulations regarding when to report an employee's personal use of District property or equipment as taxable compensation.

Controls for Revolving Funds and Petty Cash

Revolving funds and the petty cash system are established in Board policy 4:50, *Payment Procedures*. The Superintendent shall: (1) designate a custodian for each revolving fund and petty cash fund, (2) obtain a bond for each fund custodian, and (3) maintain the funds in compliance with this policy, State law, and Illinois State Board of Education rules. A check for the petty cash fund may be drawn payable to the designated petty cash custodian. Bank accounts for revolving funds are limited to a maximum balance of \$10,000.00. All expenditures from these bank accounts must be directly related to the purpose for which the account was established and supported with documentation, including signed invoices or receipts. All deposits into these bank accounts must be accompanied with a clear description of their intended purpose. The Superintendent or designee shall include checks written to reimburse revolving funds on the Board's monthly listing of bills indicating the recipient and including an explanation.

Control Requirements for Checks

The Board must approve all bank accounts opened or established in the District's or a District school's name or with the District's Federal Employer Identification Number. All checks issued by the District must be signed by either the Treasurer, Board President, or other designated employee. However, any checks from an account containing student activity funds and revolving accounts may be signed by the respective account custodian.

Internal Controls

The Superintendent is primarily responsible for establishing and implementing a system of internal controls for safeguarding the District's financial condition; the Board, however, will oversee these safeguards. The control objectives are

- to ensure efficient business and financial practices, reliable financial reporting, and compliance with State law and Board policies, and
- to prevent losses from fraud, waste, and abuse, as well as employee error, misrepresentation by third parties, or other imprudent employee action.

The Superintendent or designee shall annually audit the District's financial and business operations for compliance with established internal controls and provide the results to the Board. The Board may from time-to-time engage a third-party to audit internal controls in addition to the annual audit.

LEGAL REF.: 2 C.F.R. §200 et seq.
30 ILCS 708/, Grant Accountability and Transparency Act, implemented by 44 Ill. Adm. Code 7000 et seq.
105 ILCS 5/2-3.27, 5/2-3.28, 5/3-7, 5/3-15.1, 5/5-22, 5/10-21.4, 5/10-20.19, 5/10-22.8, and 5/17-1 et seq.
23 Ill. Admin. Code Part 100.

CROSS REF.: 4:10 (Fiscal and Business Management), 4:50 (Payment Procedures), 4:55 (Use of Credit and Procurement Cards), 4:90 (Activity Funds)

Adopted by the Board of Education October 2001
Revised and Adopted: November 2008; June 2020

General Personnel

Equal Employment Opportunity and Minority Recruitment

The School District shall provide equal employment opportunities to all persons regardless of their

- race, color, creed, religion, national origin, sex, sexual orientation, age, ancestry,
- marital status,
- arrest record,
- military status,
- order of protection status, or
- unfavorable military discharge,
- citizenship status provided the individual is authorized to work in the United States,
- use of lawful products while not at work,
- being a victim of domestic or
- sexual violence,
- genetic information,
- physical or mental handicap or disability, if otherwise able to perform the essential functions of the job with reasonable accommodation, and other legally protected categories.

Persons who believe they have not received equal employment opportunities should report their claims to the Nondiscrimination Coordinator and/or a Complaint Manager for the Uniform Grievance Procedure. These individuals are listed below.

No employee or applicant will be discriminated or retaliated against because he or she:

- A. initiated a complaint
- B. was a witness
- C. supplied information or,
- D. otherwise participated in an investigation or proceeding involving an alleged violation of this policy or State or federal laws, rules or regulations, provided the employee or applicant did not make a knowingly false accusation nor provide knowingly false information.

Administrative Implementation

The Superintendent shall appoint a Nondiscrimination Coordinator for personnel who shall be responsible for coordinating the District's nondiscrimination efforts. The Nondiscrimination Coordinator may be the Superintendent or a Complaint Manager for the Uniform Grievance Procedure. The Superintendent shall insert into this policy the names, addresses, and telephone numbers of the District's current Nondiscrimination Coordinator and Complaint Managers.

Nondiscrimination Coordinator:

Director of Human Resources

Address

Telephone

Complaint Managers:

<hr/> Assistant Superintendent <hr/>	<hr/> Business Manager <hr/>
<hr/> Address <hr/>	<hr/> Address <hr/>
<hr/> <hr/>	<hr/> <hr/>
<hr/> Telephone <hr/>	<hr/> Telephone <hr/>

The Superintendent shall also use reasonable measures to inform staff members and applicants that the District is an equal opportunity employer, by posting required notices and including this policy in the appropriate handbooks.

Minority Recruitment

The District will attempt to recruit and hire minority employees.

The implementation of this policy may include advertising openings in minority publications, participating in minority job fairs, and recruiting at colleges and universities with significant minority enrollments.

This policy, however, does not require or permit the District to give preferential treatment or special rights.

- LEGAL REF.: Age Discrimination in Employment Act, 29 U.S.C. §621 et seq.
Americans With Disabilities Act, Title I, 42 U.S.C. §12111 et seq.
Civil Rights Act of 1991, 29 U.S.C. §§621 et seq., 42 U.S.C. §1981 et seq., §2000e et seq., and §12101 et seq.
Equal Employment Opportunities Act (Title VII of the Civil Rights Act of 1964), 42 U.S.C. §2000e et seq., 29 C.F.R. Part 1601.
Equal Pay Act, 29 U.S.C. §206(d).
Genetic Information Nondiscrimination Act, 42 U.S.C. §2000ff et seq.
Immigration Reform and Control Act, 8 U.S.C. §1324a et seq.
Rehabilitation Act of 1973, 29 U.S.C. §791 et seq.
Title VI of the Civil Rights Act of 1964, 42 U.S.C. §2000d et seq.
Pregnancy Discrimination Act, 42 U.S.C. §2000e(k).
Title IX of the Education Amendments, 20 U.S.C. §1681 et seq., 34 C.F.R. Part 106.
Uniformed Services Employment and Reemployment Rights Act (1994), 38 U.S.C. §§4301 et seq.
Ill. Constitution, Art. I, §§17, 18, and 19.
105 ILCS 5/10-20.7, 5/10-20.7a, 5/10-21.1, 5/10-22.4, 5/10-23.5, 5/22-19, 5/24-4, 5/24-4.1, and 5/24-7.
Genetic Information Protection Act, 410 ILCS 513/25.
Ill. Whistleblower Act, 740 ILCS 174 et seq.
Ill. Human Rights Act, 775 ILCS 5/1-103 and 5/2-102.
Religious Freedom Restoration Act, 775 ILCS 35/5.
Ill. Equal Pay Act of 2003, 820 ILCS 112/1 et seq.
Victims' Economic Security and Safety Act, 820 ILCS 180/30.
23 Ill.Admin.Code §1.230.
- CROSS REF.: 2:260 (Uniform Grievance Procedure), 5:20 (Sexual Harassment), 5:30 (Hiring Process and Criteria), 5:40 (Communicable and Chronic Infectious Disease), 5:70 (Religious Holidays), 5:180 (Temporary Illness or Temporary Incapacity), 5:200 (Terms and Conditions of Employment and Dismissal), 5:250 (Leaves of Absence), 5:270 (Employment, At-Will, Compensation, and Assignment), 5:300, (Schedules and Employment Year), 5:330 (Sick Days, Vacation, Holidays, and Leaves), 7:10 (Equal Educational Opportunities), 7:180 (Preventing Bullying, Intimidation, and Harassment), 8:70 (Accommodating Individuals with Disabilities)

Adopted by the Board of Education October 2001

Revised and Adopted: April 2006; February 2008; June 2010

General Personnel

Workplace Harassment Prohibited

The District expects the workplace environment to be productive, respectful, and free of unlawful discrimination, including harassment. District employees shall not engage in harassment or abusive conduct on the basis of an individual's:

- Actual or perceived race, color, religion, national origin, ancestry, sex, sexual orientation, age, citizenship status, work authorization status, disability, pregnancy, marital status, order of protection status, military status, or unfavorable discharge from military service, nor shall they engage in harassment or abusive conduct on the basis of an individual's other protected status identified in Board policy *5:10 Equal Employment Opportunity and Minority Recruitment*. Harassment of students, including but not limited to, sexual harassment, is prohibited by Board policies *2:260, Uniform Grievance Procedure*; *2:265, Title IX Sexual Harassment Grievance Procedure*; *7:20, Harassment of Students Prohibited*; *7:180, Prevention of and Response to Bullying, Intimidation, and Harassment*; and *7:185, Teen Dating Violence Prohibited*.

The District will take remedial and corrective action to address unlawful workplace harassment, including sexual harassment.

Sexual Harassment Prohibited

The District shall provide a workplace environment free of verbal, physical, or other conduct or communications constituting harassment on the basis of sex defined and otherwise prohibited by State and federal law. The District provides annual sexual harassment prevention training in accordance with State law.

District employees shall not make unwelcome sexual advances or request sexual favors or engage in any unwelcome conduct of a sexual nature when:

1. submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
2. submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
3. such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment. Sexual harassment prohibited by this policy includes, but is not limited to, verbal, physical, or other conduct. The terms intimidating, hostile, or offensive include, but are not limited to conduct that has the effect of humiliation, embarrassment, or discomfort. Sexual harassment will be evaluated in light of all of the circumstances.

Making a Report or Complaint

Employees and *nonemployees* (persons who are not otherwise employees and are directly performing services for the District pursuant to a contract with the District, including contractors, and consultants) are encouraged to promptly report information regarding violations of this policy. Individuals may choose to report to a person of the individual's same gender. Every effort should be made to file such reports or complaints as soon as possible, while facts are known and potential witnesses are available.

- Aggrieved individuals, who feel comfortable doing so, should directly inform the person engaging in the harassing conduct or communication that such conduct or communication is offensive and must stop.

Whom to Contact with a Report or Complaint

- Employees should report claims of harassment, including making a confidential report to any of the following:
- His or her immediate supervisor

- The Building Principal
- An administrator
- The Nondiscrimination Coordinator and/or to a Complaint Manager.

Employees may also report claims using Board policy 2:260, *Uniform Grievance Procedure*. If a claim is reported using Board policy 2:260, then the Complaint Manager shall process and review the claim according to that policy, in addition to any response required by this policy.

The Superintendent shall insert into this policy the names, office addresses, e-mail addresses, and telephone numbers of the District's current Nondiscrimination Coordinator and Complaint Managers. The Nondiscrimination Coordinator also serves as the District's Title IX Coordinator.

Nondiscrimination Coordinator

Complaint Manager

Complaint Manager

Mr. Leonard Ealey

Assistant Superintendent

501 Washington Street

Pekin, IL 61554

Address

309-477-4740

Telephone

E-Mail leonard.ealey@pekin108.org

Mr. Joe Franklin

Director of Human Resources

501 Washington Street

Pekin, IL 61554

Address

309-477-4740

Telephone

E-Mail joe.franklin@pekin108.org

Mrs. Caitlin Campbell

Business Manager

501 Washington Street

Pekin, IL 61554

Address

309-477-4740

Telephone

E-Mail caty.campbell@pekin108.org

Investigation Process

Any District employee who receives a report or complaint of harassment must promptly forward the report or complaint to the Nondiscrimination Coordinator or a Complaint Manager. Any employee who fails to promptly forward a report or complaint may be disciplined, up to and including discharge.

Reports and complaints of harassment will be confidential to the greatest extent practicable, subject to the District's duty to investigate and maintain a workplace environment that is productive, respectful, and free of unlawful discrimination, including harassment.

For any report or complaint alleging sexual harassment that, if true, would implicate Title IX of the Education Amendments of 1972 (20 U.S.C. §1681 *et seq.*), the Nondiscrimination Coordinator or designee shall consider whether action under policy 2:265, *Title IX Sexual Harassment Grievance Procedure*, should be initiated.

For any other alleged workplace harassment that does not require action under policy 2:265, *Title IX Sexual Harassment Grievance Procedure*, the Nondiscrimination Coordinator or a Complaint Manager or designee shall consider whether an investigation under policy 2:260, *Uniform Grievance Procedure*, and/or 5:120, *Employee Ethics; Conduct, and Conflict of Interest*, should be initiated, regardless of whether a written report or complaint is filed.

Reports that Involve Alleged Incidents of Sexual Abuse of a Child by School Personnel

An *alleged incident of sexual abuse* is an incident of sexual abuse of a child, as defined in 7:20 ILCS 5/11-9.1A(b), that is alleged to have been perpetrated by school personnel, including a school vendor or volunteer, that occurred: on school grounds during a school activity; or outside of school grounds or not during a school activity.

Any complaint alleging an incident of sexual abuse shall be processed and reviewed according to policy 5:90, *Abused and Neglected Child Reporting*. In addition to reporting the suspected abuse, the complaint shall also be processed under policy 2:265 *Title IX Sexual Harassment Grievance Procedure*, or policy 2:260, *Uniform Grievance Procedure*.

Enforcement

A violation of this policy by an employee may result in discipline, up to and including discharge. A violation of this policy by a third party will be addressed in accordance with the authority of the Board in the context of the relationship of the third party to the District, e.g., vendor, parent, invitee, etc. Any person making a knowingly false accusation regarding harassment will likewise be subject to disciplinary action, which for an employee that may be up to and including discharge.

Retaliation Prohibited

An employee's employment, compensation, or work assignment shall not be adversely affected by complaining or providing information about harassment. Retaliation against employees for bringing complaints or providing information about harassment is prohibited (see Board policy 2:260, *Uniform Grievance Procedure*), and depending upon the law governing the complaint, whistleblower protection may be available under the State Officials and Employees Ethics Act (5 ILCS 430/), the Whistleblower Act (740 ILCS 174/), and the Ill. Human Rights Act (775 ILCS 5/).

An employee should report allegations of retaliation to his/her immediate supervisor, the Building Principal, an administrator, the Nondiscrimination Coordinator, and/or a Complaint Manager.

Employees who retaliate against others for reporting or complaining of violations of this policy or for participating in the reporting or complaint process will be subject to disciplinary action, up to and including discharge.

Recourse to State and Federal Fair Employment Practice Agencies

The District encourages all employees who have information regarding violations of this policy to report the information pursuant to this policy. The following government agencies are available to assist employees: the Ill. Dept. of Human Rights and the U.S. Equal Employment Opportunity Commission.

The Superintendent shall also use reasonable measures to inform staff members, applicants, and nonemployees of this policy, which shall include posting on the District website and/or making this policy available in the District's administrative office, and including this policy in the appropriate handbooks.

LEGAL REF.:

42 U.S.C. §2000e et seq., Title VII of the Civil Rights Act of 1964; 29 C.F.R. §1604.11.
 20 U.S.C. § 1681 et seq., Title IX of the Education Amendments of 1972; 34 C.F.R. Part 106.
 5 ILCS 430/70-5(a), State Officials and Employees Ethics Act.
 775 ILCS 5/2-101f and (E-1), 5/2-102(A), (A-10), (D-5), 5/2-102(E-5) 5/2-109, 5/5-102, and 5/5-102.2, Ill. Human Rights Act.
 56 Ill. Admin. Code Parts 2500, 2510, 5210, and 5220.
 Burlington Indus. v. Ellerth, 524 U.S. 742 (1998)
 Berry v Delta Airlines, 260 F.3d 803 (7th Cir.2001).
 Crawford v. Metro. Gov't of Nashville & Davidson Cty., 555 U.S. 271 (2009).
 Faragher v. City of Boca Raton, 524 U.S. 775 (1998).
 Franklin v. Gwinnett Co. Public Schools, 503 U.S. 60 (1992).
 Harris v. Forklift Systems, 510 U.S. 7 (1993).
 Jackson v. Birmingham Bd. Of Educ., 544 U.S. 167 (2005).
 Meritor Savings Bank v. Vinson, 477 U.S. 57 (1986).
 Oncale v. Sundowner Offshore Serv., 523 U.S. 75 (1998).
 Porter v. Erie Foods Int, Inc., 576 F.3d 629 (7th Cir. 2009).
 Sangamon Cnty. Sheriff's Dept. v. Ill. Human Rights Com'n, 233 Ill.2d 125 (Ill. 2009).
 Vance v. Ball State Univ., 133 S. Ct. 2434 (2013)
 Williams v. Waste Mgmt., 361 F.3d 1021 (7th Cir. 2004).

CROSS REF.:

2:260 (Uniform Grievance Procedure), 2:25 (Title IX Sexual Harassment Grievance Procedure), 4:60 (Purchases and Contracts), 5:10 (Equal Employment Opportunity and Minority Recruitment), 5:90 (Abused and Neglected Child Reporting), 5:120 (Employee Ethics; Conduct; and Conflict of Interest, 7:20 (Harassment of Students Prohibited), 8:30 (Visitors to and Conduct on School Property)

Adopted by the Board of Education: October 2001 Revised and Adopted: June 2010, October 2019, February 2022

SEXUAL MISCONDUCT

1. Sexual abuse of children is a significant moral and societal problem, which unfortunately exists within our school community. Therefore, **SEXUAL ABUSE (DEFINED HEREIN AS CONDUCT OR CONTACT OF ANY KIND, OR ANY *ATTEMPT* TO ENGAGE IN SEXUAL CONDUCT OR CONTACT OF ANY KIND) BY A STAFF MEMBER WITH ANY PEKIN PUBLIC SCHOOLS DISTRICT #108 STUDENT OF ANY AGE FOR THE SEXUAL GRATIFICATION OF EITHER IS STRICTLY PROHIBITED.**
2. “Staff member”, as used in this policy, refers to all employees of the District, contractors, and volunteers. The prohibition contained in this policy applies to all staff members who work in the District, paid or unpaid.
3. The persons protected by this policy are all students enrolled in the District, including enrolled students over the age of legal majority, eighteen (18) years of age. This policy also applies to students who are enrolled on a part-time basis and to non-enrolled minors present on school property for any reason, such as siblings of students and students from other school districts present on the property of Pekin Public Schools District #108.
4. At all times and places, all staff members are expected to maintain the highest standards in their school relationships, to demonstrate integrity and honesty, to be considerate and cooperative, and to maintain professional relationships and boundaries with students.
5. At all times and places, District staff members are expected to conduct themselves in accord with both the letter and the spirit of this policy. District staff are expected to avoid not only *actual* sexual abuse of a student, but situations that may give rise to *the appearance of or potential for* sexual abuse.
6. The District will not condone or protect a staff member who sexually abuses a student. Staff members who engage in sexual abuse of a Pekin Public Schools District #108 student, regardless of the student’s age, legal majority, purported consent by the student, or the staff member’s lack of intent to cause harm to the student, will be immediately reported to the Pekin Police and to the Illinois Department of Children and Family Services for investigation and possible criminal prosecution. The District may also conduct its own investigation of allegations of sexual abuse and will cooperate fully with the authorities in their respective investigations and prosecutions.
7. Staff members who engage in sexual abuse *or who attempt to engage* in sexual abuse of a student are subject to discipline up to and including dismissal and/or termination of employment.
8. In a staff dismissal or termination matter based on sexual abuse, it is not a defense: that the student initiated the misconduct, that the student was above the age of legal majority (18), that the student was above the legal age of consent for sexual intercourse (17), or that an attempt to commit sexual abuse of a student was not completed.
9. The Superintendent or his designee shall, by Administrative Procedure, define and train staff members about the professional boundaries which all District staff are required to observe at all times and all places between themselves and District students.
10. All staff in the District are “mandatory reporters” of suspected abuse and/or neglect of students under Illinois law. Any District staff member who learns of sexual abuse of a student by another staff member, but

fails to immediately report it to the DCFS Hotline and to his/her supervisor, is subject to discipline up to and including dismissal or termination.

- CROSS REFERENCES: Policy 5:90 (“Abused and Neglected Child Reporting”)
 Policy 5:120 (“Ethics”)
 Policy 5:200 (“Terms and Conditions of Employment and Dismissal”)
 Policy 5:290 (“Employment Termination and Suspensions”)
 Policy 7:20 (“Harassment of Student Prohibited”)
 Policy 7:180 (“Preventing Bullying, Intimidation, and Harassment”)
- LEGAL REFERENCES: 720 ILCS 5/11-9.1 et seq. (“Vulnerable Victim Offenses”)
 720 ILCS 5/11-1.10 et seq. (“Major Sex Offenses”)

Adopted by the Board of Education September 2020

General Personnel

Hiring Process Criteria

The District hires the most qualified personnel consistent with budget and staffing requirements and in compliance with Board policy on equal employment opportunity and minority recruitment.

The Superintendent or designee is responsible for recruiting personnel, in compliance with School Board policy, and making hiring recommendations to the School Board.

If the Superintendent's recommendation is rejected, the Superintendent must submit another. The Superintendent may select personnel on a short-term basis for a specific project or emergency condition before the Board's approval. No individual will be employed who has been convicted of a criminal offense listed in Section 5/21B-80 of the School Code.

No substitute teacher will be employed without first presenting his or her certificate of authorization from the Regional Superintendent.

All applicants must complete the District's application requirements in order to be considered for employment.

Job Descriptions

The Superintendent shall develop and maintain a current, comprehensive job description for each position, or job category; however, a provision in a collective bargaining agreement or individual contract will control in the event of a conflict.

Investigations

The Superintendent or designee shall ensure that a fingerprint-based criminal history records check and a check of the Statewide Sex Offender Database and Violent Offender Against Youth Database are performed on each applicant as required by State law.

The Superintendent or designee shall notify an applicant if the applicant is identified in either database.

The School Code requires the District to keep a conviction record confidential and share it only with the Superintendent, Regional Superintendent, State Superintendent, State Educator Preparation and Licensure Board, any other person necessary to the hiring decision. When clarifying this information, the Department of State Police and/or Statewide Sex Offender Database will be utilized.

If a satisfactory credit history is required for a particular position, the Superintendent or designee will review an applicant's credit history.

Each newly hired employee must complete an Immigration and Naturalization Service Form as required by federal law.

The District retains the right to discharge any employee whose criminal background investigation reveals a

1. conviction for committing or attempting to commit any of the offenses outlined in Section 5/21B-80 of The School Code or
2. Falsification or omission of facts from, his or her employment application or other employment documents.

Physical Examinations

New employees must furnish evidence of physical fitness to perform assigned duties and show proof of not having a communicable disease, including tuberculosis. All physical fitness examinations and tests for tuberculosis must be performed by:

- 1) a physician licensed in Illinois, or any other state, to practice medicine and surgery in any of its branches, or
- 2) an advanced practice nurse who has a written collaborative agreement with a collaborating physician that authorizes the advanced practice nurse to perform health examinations, or
- 3) a physician assistant who has been delegated the authority by his or her supervising physician to perform health examinations.

The employee must have the physical examination and performed no more than 90 days before submitting evidence of it to the District.

Any employee may be required to have an additional examination by a:

- 1) physician who is licensed in Illinois to practice medicine and surgery in all its branches, or
- 2) an advanced practice nurse who has a written collaborative agreement with a collaborating physician that authorizes the advanced practice nurse to perform health examinations, or
- 3) physician assistant who has been delegated the authority by his or her supervising physician to perform health examinations.

The School Board will pay the expenses of any such examination.

Orientation Program

The District's staff will provide an orientation program for new employees to acquaint them with the District's policies and procedures, the school's rules and regulations, and the responsibilities of their position.

LEGAL REF.: Americans With Disabilities Act, 42 U.S.C. §12112, 29 C.F.R. Part 1630.

Immigration Reform and Control Act, 8 U.S.C. §1324a et seq.

105 ILCS 5/10-16.7, 5/10-20.7, 5/10-21.4, 5/10-21.9, 21B-10, 5/21B-80,
5/10-22.34, 5/10-22.34b, 5/22-6.5, and 5/24-1 et seq.

820 ILCS 55/ and 70/.

Duldulao v. St. Mary of Nazareth Hospital, 483 N.E.2d 956 (1st Dist. Ill. 1985), *aff'd in part and remanded* 505 N.E.2d 314 (Ill. 1987).

Kaiser v. Dixon, 468 N.E.2d 822 (2nd Dist. Ill. 1984).

Molitor v. Chicago Title & Trust Co., 59 N.E.2d 695 (1st Dist. Ill. 1945).

CROSS REF.: 3:50 (Administrative Personnel Other Than the Superintendent), 5:10 (Equal Employment Opportunity and Minority Recruitment), 5:40 (Communicable and Chronic Infectious Disease), 5:220 (Substitute Teachers), 5:280 (Education Support Personnel – Duties and Qualifications)

Adopted by the Board of Education September 2001

Revised & Adopted April 2006; March 2007; April 2011, March 2013, October 2019

General Personnel

Communicable and Chronic Infectious Disease

The Superintendent shall develop and implement procedures managing known or suspected cases of a communicable and chronic infectious disease involving District employees in a manner that is consistent with State and federal law, Illinois Department of Public Health rules, and School Board policies.

An employee with a communicable or chronic infectious disease is encouraged to inform the Superintendent immediately and grant consent to being monitored by the District's Communicable and Chronic Infectious Disease Review Team. The Review Team, if used, provides information and recommendations to the Superintendent concerning the employee's conditions of employment and necessary accommodations. The Review Team shall hold the employee's medical condition and records in the strictest confidence, except to the extent allowed by law.

Provided an employee is able to continue to perform the position's essential functions, an employee with a communicable or chronic infectious disease will be permitted to retain his or her position whenever, after reasonable accommodations and without undue hardship, there is no substantial risk of transmission of the disease to others.

An employee with a communicable and chronic infectious disease remains subject to the Board's employment policies including sick leave and/or other leave, physical examinations, temporary and permanent disability, and termination.

LEGAL REF.: Americans With Disabilities Act, 42 U.S.C. §12101 et seq.; 29 C.F.R. §1630.1 et seq.
Rehabilitation Act of 1973, 29 U.S.C. §791; 34 C.F.R. §104.1 et seq.
20 ILCS 2305/6.
105 ILCS 5/24-5.
820 ILCS 40/1 et seq.

CROSS REF.: 2:150 (Committees), 5:30 (Hiring Process and Criteria), 5:180 (Temporary Illness or Temporary Incapacity)

Adopted by the Board of Education October 2001
Revised and Adopted: December 2006

General Personnel

Drug- and Alcohol-Free Workplace; Tobacco Prohibition

All district workplaces are drug- and alcohol-free workplaces. All employees are prohibited from: engaging in any of the following activities while on District premises or while performing work for the District.

1. Unlawful manufacture, dispensing, distribution, possession, or use of an illegal or controlled substance.
2. Distribution, consumption, use, possession, or being under the influence of an alcoholic beverage; being present on District premises or while performing work for the District when alcohol consumption is detectable, regardless of when and/or where the use occurred.
3. Possession or use of medical cannabis.

For the purposes of this policy a controlled substance means a substance that is:

1. Not legally obtainable,
2. Being used in a manner different than prescribed,
3. Legally obtainable, but has not been legally obtained, or
4. Referenced in federal or State controlled substance acts.

As a condition of employment each employee shall:

1. Abide by the terms of the District policy respecting a drug- and alcohol-free workplace; and
2. Notify his or her supervisor of his or her conviction under any criminal drug statute for a violation occurring on the District premises or while performing work for the District, no later than 5 calendar days after such a conviction.

Unless otherwise prohibited by this policy, prescription and over-the-counter medications are not prohibited when taken in standard dosages and/or according to prescriptions from the employee's licensed health care provider, providing that an employee's work performance is not impaired.

To make employees aware of the dangers of drug and alcohol abuse, the Superintendent or designee shall perform each of the following:

1. Provide each employee with a copy of this policy.
2. Post notice of this policy in a place where other information for employees is posted.
3. Make available materials from local, State, and national anti-drug and alcohol-abuse organizations.
4. Enlist the aid of community and State agencies with drug and alcohol informational and rehabilitation programs to provide information to District employees.
5. Establish a drug-free awareness program to inform employees about:
 - a. The dangers of drug abuse in the workplace,
 - b. Available drug and alcohol counseling, rehabilitation, re-entry, and any employee assistance programs, and
 - c. The penalties that the District may impose upon employees for violations of this policy.

Tobacco Prohibition

All employees are covered by the conduct prohibitions contained in policy 8:30, *Visitors to and Conduct on School Property*. The prohibition on the use of tobacco products applies both

1. When an employee is on school property, and
2. While an employee is performing work for the District at a school event, regardless of the event's location. *Tobacco* shall have the meaning provided in section 10-20.5b of the School Code.

District Action Upon Violation of Policy

An employee who violates this policy may be subject to disciplinary action, including termination. Alternatively, the School Board may require an employee to successfully complete an appropriate drug- or alcohol-abuse, employee-assistance rehabilitation program.

The Board shall take disciplinary action with respect to an employee convicted of a drug offense in the workplace within 30 days after receiving notice of the conviction.

Should District employees be engaged in the performance of work under a federal contract or grant, or under a State contract or grant of \$5,000 or more, the Superintendent shall notify the appropriate State or federal agency from which the District receives contract or grant monies of the employee's conviction within 10 days after receiving notice of the conviction.

Policy 5:50 Drug-and Alcohol-Free Workplace

LEGAL REF.: Americans With Disabilities Act, 42 U.S.C. §12114.
Compassionate Use of Medical Cannabis Pilot Program, 410 ILCS 130/.
Controlled Substances Act, 21 U.S.C. §812;21 C.F.R. §1308.11-1308.15.
Drug-Free Workplace Act of 1988, 41 U.S.C. §8101 et seq.
Safe and Drug-Free School and Communities Act of 1994, 20 U.S.C. §7101 et seq.
Drug-Free Workplace Act, 30 ILCS 580/1 et. seq.
105 ILCS 5/10-20.5b.

CROSS REF.: 8:30 (Visitors to and Conduct on School Property)

General Personnel

Abused and Neglected Child Reporting

Any District employee who suspects or receives knowledge that a student may be an abused or neglected child shall immediately report such a case to the Illinois Department of Children and Family Services.

The employee shall also promptly notify the Superintendent or Building Principal that a report has been made.

All District employees shall sign the "Acknowledgement of Mandated Reporter Status" form provided by the Illinois Department of Child and Family Services (DCFS) and the Superintendent or designee shall ensure that the signed forms are retained.

Any District employee who discovers child pornography on electronic and information technology equipment shall immediately report it to local law enforcement, the National Center for Missing and Exploited Children's CyberTipline 800/843-5678, or online at www.cybertipline.com. The Superintendent or Building Principal shall also be promptly notified of the discovery and that a report has been made.

The Superintendent shall execute the requirements in Board policy 5:150, *Personnel Records*, whenever another school district requests a reference concerning an applicant who is or was a District employee and was the subject of a report made by a District employee to DCFS.

The Superintendent shall notify the State Superintendent and the Regional Superintendent in writing when he or she has reasonable cause to believe that a certificate holder was dismissed or resigned from the District as a result of an act that made a child an abused or neglected child,

The Superintendent must make the report within 30 days of the dismissal or resignation and mail a copy of the notification to the certificate holder.

The Superintendent or designee shall provide staff development opportunities and make them available to all school personnel (K-8) in the detection, reporting, and prevention of child abuse and neglect.

Each individual Board member must direct or cause the Board to direct the Superintendent or other equivalent school administrator to comply with the Abused and Neglected Child Reporting Act if an allegation is raised to the member during an open or closed Board meeting that a child is an abused child as defined in the Act.

LEGAL REF.: 105 ILCS 5/10-21.9.
325 ILCS 5/1 et seq.

CROSS REF: 2:20 (Powers and Duties of the School Board), 5:20 (Sexual Harassment), 5:100 (Staff Development Program), 5:150 (Personnel Records), 7:20 (Harassment of Students Prohibited), 7:150 (Agency and Police Interviews)

Adopted by the Board of Education October 2001

Revised & Adopted: May 2006; March 2007; February 2009; February 2010

General Personnel

Staff Development Program

The Superintendent or designee shall implement a staff development program. The goal of such a program shall be to update and improve the skills and knowledge of staff members in order to achieve and maintain a high level of job performance and satisfaction. Additionally, the development program for licensed staff members shall be designed to effectuate the District and School Improvement Plans so that student learning objectives meet or exceed goals established by the District and State.

The staff development program shall include the Abused and Neglected Child Reporting Act (ANCRA), School Code, and awareness and prevention of child sexual abuse and grooming behaviors (Erin's Law) training as follows (see policies 4:165, *Awareness and Prevention of Child Sexual Abuse and Grooming Behaviors* and 5:90, *Abused and Neglected Child Reporting*).

1. Staff development for local school site personnel who work with students in grades kindergarten through 8, in the detection, reporting, and prevention of child abuse and neglect.
2. Within three months of employment, each staff member must complete mandated reporter training from a provider or agency with expertise in recognizing and reporting child abuse. Mandated reporter training must be completed again at least every three years.
3. By January 31, 2023, and every year after, all school personnel must complete evidence-informed training on preventing, reporting, and responding to child sexual abuse, grooming behaviors, and boundary violations.

The staff development program shall provide, at a minimum, once every two years, the in-service training of all licensed school personnel and administrators on current best practices regarding the identification and treatment of attention deficit disorder and attention deficit hyperactivity disorder, the application of non-aversive behavioral interventions in the school environment, and the use of psychotropic or psychostimulant medication for school-age children.

The staff development program shall provide, at a minimum, once every two years the in-service training of all District staff on educator ethics, teacher-student conduct, and school employee-student conduct.

The Superintendent shall develop protocols for administering youth suicide awareness and prevention education to staff consistent with Board policy 7:290, *Suicide and Depression Awareness and Prevention*.

LEGAL REF.: 105 ILCS 5/2-3.60, 5/10-22.39, 5/10-23.12, 5/24-5, AND 110/3.
745 ILCS 49/ (Good Samaritan Act).

CROSS REF.: 3:40 (Superintendent), 3:50 (Administrative Personnel Other than the Superintendent), 4:160 (Hazardous and Infectious Materials), 5:90 (General Personnel-Abused and Neglected Child Reporting), 5:120 (Ethics), 5:250 (Leaves of Absence), 6:15 (School Accountability), 6:20 (School Calendar and Day)

ADMIN PROC.: 4:170-AP6 (Plan for Responding to a Medical Emergency at an Indoor Physical Fitness Facility), 5:100-AP (Staff Development Program), 5:150-AP (Personnel Records), 7:250-AP1 (Measures to Control the Spread of Head Lice at School)

Adopted by the Board of Education October 2001

Revised and Adopted: May 2006; February 2008; February 2010; February 2022

General Personnel

Ethics

All District employees are expected to:

1. maintain high ethical standards in their school relationships
 2. demonstrate integrity and honesty
 3. be considerate and cooperative, and
 4. maintain professional and appropriate relationships with students, parents, staff members, and others.
- In addition, the *Code of Ethics for Illinois Educators*, adopted by the Illinois State Board of Education, is incorporated by reference into this policy. Any employee who sexually harasses a student, willfully, or negligently fails to report an instance of suspected child abuse or neglect as required by the Abused and Neglected Child Reporting Act (325 ILCS 5/), or otherwise violates an employee conduct standard, will be subject to discipline up to and including dismissal.

The following employees must file a "Statement of Economic Interests" as required by the Illinois Governmental Ethics Act:

1. Superintendent,
2. Building Principal,
3. head of any department,
4. any employee responsible for negotiating contracts, including collective bargaining agreement, in the amount of \$1,000 or greater,
5. hearing officer,
6. any employee having supervisory authority for 20 or more employees,
7. any employee in a position requiring an administrative or chief school business official endorsement.

Ethics and Gift Ban

Board policy 2:105, *Ethics and Gift Ban*, applies to all District employees. Students shall not be used in any manner for promoting a political candidate or issue.

Prohibited Interests; Conflict of Interest; and Limitation of Authority

No District employee shall be directly or indirectly interested in any contract, work, or business of the District, or in the sale of any article by or to the District, except when the employee is the author or developer of instructional materials listed with the State Board of Education and adopted for use by the Board. An employee having an interest in instructional materials must file an annual statement with the Board Secretary.

For the purpose of acquiring profit or personal gain, no employee shall act as an agent of the District nor as an agent of any business in any transaction with the District. This includes participation in the selection, award or administration of a contract supported by a federal award or State award governed by the Grant Accountability Transparency Act (GATA) (30 ILCS 708/) when the employee has a real or apparent conflict of interest.

A conflict of interest arises when an employee or any of the following individuals has a financial or other

interest in the entity selected for the contract:

1. Any person that has a close personal relationship with an employee that may compromise or impair the employee's fairness or impartiality, including a member of the employee's immediate family or household;
2. An employee's business partner; or
3. An entity that employs or is about to employ the employee or one of the individuals listed in one or two above.

Employees shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to agreements or contracts. Situations in which the interest is not substantial or the gift is an unsolicited item of nominal value must comply with State law and Board policy 2:105.

Outside Employment

Employees shall not engage in any other employment or in any private business during regular working hours or at such other times as are necessary to fulfill appropriate assigned duties.

Incorporated by Reference: 5:120-E (Code of Ethics for Illinois Educators

LEGAL REF.: U.S. Constitution, First Amendment.
 2 C.F.R. §200.318 © (1).
 5 ILCS 420/4A-101, Ill. Governmental Ethics Act
 5 ILCS 430/, State Officials and Employee Ethics Act
 30 ILCS 708/, Grant Accountability and Transparency Act.
 50 ILCS 135/, Local Governmental Employees Political Rights Act.
 105 ILCS 5/10-22.39 and 5/22-5
 325 ILCS 5/, Abused and Neglected Child Reporting Act.
 775 ILCS 5/5A-102, Ill. Human Rights Act.
 23 Ill.Admin.Code Part 22, Code of Ethics for Illinois Educators.
 Pickering v. Board of Township H.S. Dist. 205, 391 U.S. 563 (1968).
 Garcetti v. Ceballos, 547 U.S. 410 (2006)

CROSS REF.: 2:105 (Ethics and Gift Ban), 4:60 (Purchases and Contracts), 5:100 (Staff Development Program), 5:125 (Personal Technology and Social Media; Usage And Conduct)

CROSS REF: 2:105 (Ethics and Gift Ban); 5:100 (Staff Development Program)

Adopted by the Board of Education October 2001

Revised and Adopted: May 2004; February 2010, September 2020

General Personnel

Personal Technology and Social Media; Usage and Conduct

Definitions

Includes- Means “includes without limitation” or “includes, but is not limited to.”

Social Media-Media for social interaction, using highly accessible communication techniques through the use of web-based and mobile technologies to turn communication into interactive dialogue. This includes, but is not limited to, services such as *Facebook, LinkedIn, Twitter, Instagram, Snapchat, and YouTube*.

Personal Technology-Any device that is not owned or leased by the District or otherwise authorized for District use and:

1. Transmits sounds, images, text, messages, videos, or electronic information, or
2. Electronically records, plays, or stores information, or
3. Accesses the Internet, or private communication or information networks. This includes laptop computers (e.g., laptops, Ultrabooks, and Chromebooks), tablets (e.g., iPads, Microsoft Surface, and other Android platform or Windows devices), smartphones (e.g., iPhone, BlackBerry, Android platform phones, and Windows Phone), and other devices (e.g., iPod).

Usage and Conduct

All District employees who use personal technology and social media shall:

1. Adhere to the high standards for appropriate school relationships required by policy 5:120, Employee Ethics; Conduct and Conflict of Interest, at all times, regardless of the ever-changing social media and personal technology platforms available. This includes District employees posting images or private information about themselves or others in a manner readily accessible to students and other employees that is inappropriate as defined by policy 5:20, *Workplace Harassment Prohibited*; 5:100, *Staff Development Program*; 5:120 *Employee Ethics; Conduct; and Conflict of Interest*; 6:235, *Access to Electronic Networks*; 7:20, *Harassment of Students Prohibited*; and the Ill. Code of Educator Ethics, 23 Ill.Admin.Code §22.20.
2. Choose a District-provided or supported method whenever possible to communicate with students and their parents/guardians.
3. Not interfere with or disrupt the educational or working environment, or the delivery of education or educational support services.
4. Comply with policy 5:130, Responsibilities Concerning Internal Information. This means that personal technology and social media may not be used to share, publish, or transmit information about or images of students and/or District employees without proper approval. For District employees, proper approval may include implied consent under the circumstances.

5. Refrain from using the District's logos without permission and follow Board policy 5:170 *Copyright*, and all District copyright compliance procedures.
6. Use personal technology and social media for personal purposes only during non-work times or hours. Any duty-free use must occur during times and places that the use will not interfere with job duties or otherwise be disruptive to the school environment or its operation.
7. Assume all risks associated with the use of personal technology and social media at school or school-sponsored activities, including students' viewing of inappropriate Internet materials through the District employee's personal technology or social media. The Board expressly disclaims any responsibility for imposing content filters, blocking lists, or monitoring of its employees' personal technology and social media.
8. Be subject to remedial and any other appropriate disciplinary action for violations of this policy, ranging from prohibiting the employee from possessing or using any personal technology or social media at school, to dismissal and/or indemnification of the District for any losses, costs, or damages, including reasonable attorney fees, incurred by the District relating to or arising out of, any violation of this policy.

The Superintendent or his designee shall:

1. Inform District employees about this policy during the in-service on educator ethics, teacher-student conduct, and school employee-student conduct required by Board policy 5:120, *Employee Ethics; Conduct and Conflict of Interest*.
2. Direct Building Principals to annually;
 - a. Provide their building staff with a copy of this policy.
 - b. Inform their building staff about the importance of maintaining high standards in their school relationships.
 - c. Remind their building staff that those who violate this policy will be subject to remedial and any other appropriate disciplinary action up to and including dismissal.
3. Ensure that no one for the District, or on its behalf, requests of any employee or applicant access in any manner to his or her social networking website or requests passwords to such sites.
4. Periodically review this policy and any procedures with District employee representatives and electronic network system administrator(s) and present proposed changes to the Board.

LEGAL REF.: 105 ILCS 5/21B-75 and 5/21B-80
 Ill. Human Rights Act, 775 ILCS 5/5A-102.
 Code of Ethics for Ill. Educators, 23 Ill.Admin.Code§22.20.
 Garcetti v. Ceballos, 547 U.S. 410 (2006).
 Pickering v High School Dist. 205, 391 U.S. 563 (1968).
 Mayer v. Monroe County Community School Corp., 474 F.3d 477 (7th Cir. 2007).

CROSS REF.: 5:20 (Workplace Harassment Prohibited), 5:30 (Hiring Process & Criteria, 5:100 (Staff Development Program), 5:120 (Employee Ethics; Conduct; and Conflict of Interest), 5:130 (Responsibilities Concerning Internal Information), 5:150 (Personnel Records), 5:170 (Copyright), 5:200 (Terms & Conditions of Employment & Dismissal), 6:235 (Access to Electronic Networks), 7:20 (Harassment Prohibited, 7:340 (Student Records).

General Personnel

Responsibilities Concerning Internal Information

District employees are responsible for maintaining: (1) the integrity and security of all internal information, and (2) the privacy of confidential records, including but not limited to: student school records, personnel records, and the minutes of, and material disclosed in, a closed School Board meeting. Internal information is any information, oral or recorded in electronic or paper format, maintained by the District or used by the District or its employees. The Superintendent or designee shall manage procedures for safeguarding the integrity, security, and, as appropriate, confidentiality of internal information.

LEGAL REF.: 20 U.S.C. §1232g.
45 C.F.R. §164.502.
5 ILCS 140/1 et seq.
50 ILCS 205/1 et seq.
105 ILCS 10/1 et seq.
820 ILCS 40/1 et seq.

CROSS REF.: 2:140 (Communications To and From the Board), 2:250 (Access to District Public Records), 5:150 (Personnel Records), 7:340 (Student Records)

Adopted by the Board of Education November 2007

General Personnel

Personnel Records

The Superintendent or designee shall manage the maintenance of personnel records in accordance with State and federal law and School Board policy.

As determined by the Superintendent, records will be retained for all employment applicants, employees, and former employees in the event that the District would need to document employment-related decisions, evaluate program and staff effectiveness, and comply with government recordkeeping and reporting requirements.

Personnel records shall be maintained in the District's administrative office, under the Superintendent's direct supervision.

Access to personnel records is available as follows:

1. An employee will be given access to his or her personnel records according to State Law and guidelines developed by the Superintendent.
2. An employee's supervisor or other management employee who has an employment or business-related reason to inspect the record, is authorized to have access.
3. Anyone having the employee's written consent may have access.
4. Access will be granted to anyone authorized by State or federal law to have access.
5. All other requests for access to personnel information are governed by Board policy 2:250, *Access to District Public Records*.

The Superintendent or designee shall manage a process for responding to inquiries by a prospective employer concerning a current or former employee's job performance. The Superintendent shall execute the requirements in the Abused and Neglected Child Reporting Act whenever another school district asks for a reference concerning an applicant who is or was a District employee and was the subject of a report made by a District employee to DCFS.

When information about an employee is requested by an entity other than a prospective employer, the District will only confirm position and employment dates unless the employee has submitted a written request to the Superintendent or designee.

LEGAL REF.: 745 ILCS 46/10.
820 ILCS 40/
23 Ill.Admin.Code § 1.660.

CROSS REF.: 2:250 (Access to District's Public Records), 7:340 (Student Records)

Adopted by the Board of Education September 2001

Revised and Adopted: December 2006; February 2009; December 2011

General Personnel

Temporary Illness or Temporary Incapacity

Temporary illness or temporary incapacity is an illness or other capacity of ill-being which temporarily renders an employee physically or mentally unable to perform assigned duties. During such a period, the employee can use accumulated sick leave benefits. However, income received from other sources (worker's compensation, District-paid insurance programs, etc.) will be deducted from the District's compensation liability to the employee. The School Board's intent is that in no case will the employee who is temporarily disabled receive 100 percent of the employee's gross salary. Those insurance plans privately purchased by the employee and to which the District does not contribute, are not applicable to this policy.

If illness, incapacity, or any other condition causes an employee to be absent over the course of any school year, for more than 30 school days in excess of all available leave, such illness or incapacity may be considered a permanent disability and the School Board may undertake dismissal proceedings subject to State and federal law, including the Americans with Disabilities Act and the Family and Medical Leave Act.

For purposes of this paragraph "available leave" means:

- 1) sick leave as prescribed by law or available under the terms of a collective bargaining agreement,
- 2) leave of absence approved by the School Board, or
- 3) other leave approved by statute or collective bargaining agreement, including the Family and Medical Leave Act.

Any employee may be required to have an examination at the District's expense, by a physician who is licensed in Illinois to practice medicine and surgery in all its branches, licensed advanced practice registered nurse, or a physician assistant.

LEGAL REF.: Americans with Disabilities Act, 42 U.S.C. § 12102.

105 ILCS 5/10-22.4, 5/24-12, and 5/24-13.

Elder v. School District No. 127 ½ Cook County, 208 N.E. 2d 423 (Ill.App.I, 1965)

School District No. 151 v. ISBE, 507 N.E. 2d 134 (111.App.1, 1987).

CROSS REF.: 5:30 (Hiring Process and Criteria)

5:185 (Family and Medical Leave)

5:250 (Leaves of Absence)

5:330 (Sick Days, Vacation, Holidays, and Leaves)

Adopted by the Board of Education August 2003

Revised and Adopted April 2006, June 2016, October 2019

General Personnel

Family and Medical Leave

Leave Description

An eligible employee may use unpaid family and medical leave (FMLA leave), guaranteed by the federal Family and Medical Leave Act, for up to a combined total of 12 weeks each year, beginning September 1 and ending August 31 of the next year.

During a single 12-month period, an eligible employee's FMLA leave entitlement may be extended to a total of 26 weeks of unpaid leave to care for a covered service member (defined herein) with a serious injury or illness. The "single 12-month period" is measured forward from the date the employee's first FMLA leave to care for the covered service member begins.

While FMLA leave is normally unpaid, the District will substitute an employee's accrued compensatory time-off and/or paid leave for unpaid FMLA leave. All policies and rules regarding the use of paid leave apply when paid leave is substituted for unpaid FMLA leave. Any substitution of paid leave for unpaid FMLA leave will count against the employee's FMLA leave entitlement.

Use of FMLA leave shall not preclude the use of other applicable unpaid leave that will extend the employee's leave beyond 12 weeks, provided that the use of FMLA leave shall not serve to extend such other unpaid leave. Any full workweek period during which the employee would not have been required to work, including summer break, winter break and spring break, is not counted against the employee's FMLA leave entitlement.

FMLA leave is available in one or more of the following instances:

1. The birth and first-year care of a son or daughter.
2. The adoption or foster placement of a son or daughter, including absences from work that are necessary for the adoption or foster care to proceed beginning on the placement date and expiring at the end of the 12-month period.
3. The serious health condition of an employee's spouse, child, or parent.
4. The employee's own serious health condition that makes the employee unable to perform the functions of his or her job.
5. Because of any "qualifying exigency" arising out of the fact that the employee's spouse, son, daughter, or parent is a "covered military member" on active duty (or has been notified of an impending call or order to active duty) in support of a contingency operation.
 - a. **Qualifying Exigency** exists in the following categories:
 - i. short-notice deployment,
 - ii. military events and related activities,
 - iii. childcare and school activities,
 - iv. financial and legal arrangements,
 - v. rest and recuperation,
 - vi. post-deployment activities,
 - vii. and additional activities as provided in the FMLA regulations.
 - b. **Covered Military Member** - Must be either a member of a Reserve component or a retired member of the regular Armed Forces or Reserve.
6. To care for a "covered service member" with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of the service member..
 - a. **Covered Service Member** - a member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty for which he or she is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list.

If spouses are employed by the District, they may together take only 12-weeks for FMLA leaves when the reason for the leave is 1 or 2, above, or to care for a parent with a serious health condition, or a combined total of 26 weeks for item 6 above.

An employee may be permitted to work on an intermittent or reduced-leave schedule in accordance with FMLA regulations.

Eligibility

To be eligible for FMLA leave, an employee must be employed at a worksite where at least 50 employees are employed within 75 miles. In addition, one of the following provisions must describe the employee:

1. The employee has been employed by the District for at least 12 months and has been employed for at least 1,250 hours of service during the 12-month period immediately before the beginning of the leave; ¹

The 12 months an employee must have been employed by the District need not be consecutive. However, the District will not consider any period of previous employment that occurred more than 7 years before the date of the most recent hiring, except when the service break is due to National Guard or Reserve military service or when a written agreement exists concerning the District's intention to rehire the employee.

2. The employee is full-time, certified personnel.

Requesting Leave

If the need for the FMLA leave is foreseeable, an employee must provide the Superintendent or designee with at least 30 days' advance notice before the leave is to begin.

If 30 days' advance notice is not practicable, the notice must be given as soon as practicable.

The employee shall make a reasonable effort to schedule a planned medical treatment so as not to disrupt the District's operations, subject to the approval of the health care provider administering the treatment.

The employee shall provide at least verbal notice sufficient to make the Superintendent or designee aware that he or she needs FMLA leave, and the anticipated timing and duration of the leave.

Failure to give the required notice for a foreseeable leave may result in a delay in granting the requested leave until at least 30 days after the date the employee provides notice.

Certification

Within 15 calendar days after the Superintendent or designee makes a request for certification for a FMLA leave, an employee must follow one of the requirements listed below:

1. If the leave is to care for the employee's covered family member with a serious health condition, the employee must provide a certificate completed by the family member's health care provider.
2. If the leave is due to the employee's own serious health condition, the employee must provide a certificate completed by the employee's health care provider.
3. If the leave is to care for a covered service member with a serious illness or injury, the employee must provide a certificate completed by an authorized health care provider for the covered service member.
4. If the leave is because of a qualified exigency, the employee must provide a copy of the covered military member's active duty orders or other documentation issued by the military indicating that the military member is on active duty or call to active duty status in support of a contingency operation, and the dates of the covered military member's active duty service.

The District may require an employee to obtain a second and third opinion at its expense when it has reason to doubt the validity of a medical certification.

The District may require recertification at reasonable intervals, but not more often than once every 30 days. Regardless of the length of time since the last request, the District may request recertification when the,

- (1) employee requests a leave extension,
- (2) circumstances described by the original certification change significantly, or
- (3) District receives information that casts doubt upon the continuing validity of the original certification.

Recertification is at the employee's expense and must be provided to the District within 15 calendar days after the request.

The District may request recertification every 6 months in connection with any absence by an employee needing an intermittent or reduced schedule leave for conditions with a duration in excess of 6 months.

Failure to furnish a complete and sufficient certification on forms provided by the District may result in a denial of the leave request.

Continuation of Health Benefits

During a FMLA leave, employees are entitled to continuation of health benefits that would have been provided if they were working.

Any share of health plan premiums being paid by the employee before taking the leave, must continue to be paid by the employee during the FMLA leave.

A District's obligation to maintain health insurance coverage ceases if an employee's premium payment is more than 30 days late and the District notifies the employee at least 15 days before coverage will cease.

Changed Circumstances and Intent to Return

An employee must provide the Superintendent or designee reasonable notice of changed circumstances (i.e., within 2 business days if the changed circumstances are foreseeable) that will alter the duration of the FMLA leave.

The Superintendent or designee, taking into consideration all of the relevant facts and circumstances related to an individual's leave situation, may ask an employee who has been on FMLA leave for 8 consecutive weeks whether he or she intends to return to work.

Return to Work

If returning from FMLA leave occasioned by the employee's own serious health condition, the employee is required to obtain and present certification from the employee's health care provider that he or she is able to resume work.

An employee returning from FMLA leave will be given an equivalent position to his or her position before the leave, subject to:

1. permissible limitations the District may impose as provided in the FMLA or implementing regulations, and
2. the District's reassignment policies and practices.

Implementation

The Superintendent or designee shall ensure that:

1. all required notices and responses to leave requests are provided to employees in accordance with the FMLA; and
2. this policy is implemented in accordance with the FMLA.

In the event of a conflict between the policy and the FMLA or its regulations, the latter shall ~~control~~ prevail. The terms used in this policy shall be defined as in the FMLA regulations.

LEGAL REF.: Family and Medical Leave Act, 29 U.S.C. §2601 et seq., 29 C.F.R. Part 825.

CROSS REF.: 5:180 (Temporary Illness or Temporary Incapacity), 5:250 (Leaves of Absence), 5:310 (Compensatory Time-Off), 5:330 (Sick Days, Vacation, Holidays, and Leaves)

Adopted by the Board of Education: October 2001

Revised and Adopted: April 2009, June 2016

Educational Support Personnel

Employment At-Will, Compensation, and Assignment

Employment At-Will

Unless otherwise specifically provided, District employment is at-will, meaning that employment may be terminated by the District or employee at any time for any reason or no reason at all. A dismissal for reduction in force requires 30 days notice before the employee is removed or dismissed. For the purposes of reduction in force, educational support personnel are granted seniority and recall rights within their respective categories of position. Nothing in School Board policy is intended or should be construed as altering the employment at-will relationship.

Compensation and Assignment

The School Board will determine salary and wages for educational support personnel. An employee covered by the overtime provisions in the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.*, works overtime whenever the employee works more than 40 hours during a single workweek. Overtime will not be allowed without prior authorization from the employee's immediate supervisor. Educational support personnel are paid twice a month. The Superintendent is authorized to make assignments and transfers of educational support personnel.

LEGAL REF.: Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.*

105 ILCS 5/10-22.34 and 5/10-23.5.

Duldulao v. St. Mary of Nazareth Hospital, 483 N.E. 2d 956 (Ill.App.1, 1985), *aff'd in part and remanded*, 505 N.E.2d 314 (Ill. 1987).

Kaiser v. Dixon, 468 N.E. 2d 822 (Ill.App.2, 1984).

CROSS REF.: 5:290 (Educational Support Personnel - Employment Termination and Suspensions),
5:310 (Educational Support Personnel - Compensatory Time-Off)

Adopted by the Board of Education: November 2001

Educational Support Personnel

Duties and Qualifications

All support staff:

- (1) must meet qualifications in job descriptions,
- (2) must be able to perform the essential tasks listed and/or assigned, and
- (3) are subject to Board policies as they may be changed from time-to-time at the Board's sole discretion.

Paraprofessionals and Teacher Aides

"Paraprofessionals" and "teacher aides" are non-certificated personnel that assist with instructional duties; the terms are synonymous. Service as a paraprofessional or teacher aide requires a "statement of approval" issued by the Illinois State Board of Education (ISBE). A paraprofessional or teacher aide first employed in a program that serves students with disabilities on or before June 30, 2005, shall be subject to this requirement as of July 1, 2007.

A paraprofessional or teacher aide in a targeted assistance program that is paid with federal funds under Title I, Part A, or in a school-wide program that is supported with such funds, shall hold a "statement of approval," issued by the ISBE, for that purpose.

Individuals with only non-instructional duties (e.g., providing technical support for computers, providing personal care services, or performing clerical duties) are not paraprofessionals or teacher aides and the requirements in this section do not apply. In addition, individuals who are completing their clinical experiences and/or student teaching do not need to comply with this section, provided they otherwise qualify for instructional duties under ISBE rules.

Noncertificated Personnel Working with Students Performing Non-Instructional Duties

Noncertificated personnel performing non-instructional duties may be used:

1. For supervising study halls, long distance teaching reception areas used incident to instructional programs transmitted by electronic media (e.g., computers, video, and audio) detention and discipline areas, and school sponsored extracurricular activities;
2. As supervisors, chaperones, or sponsors for non-academic school activities; or
3. For non-teaching duties not requiring instructional judgment or student evaluation.

Nothing in this policy prevents a noncertificated person from serving as a guest lecturer or resource person under a certificated teacher's direction and with the administration's approval.

Coaches and Athletic Trainers

Athletic coaches and trainers shall have the qualifications required by any association in which the District maintains a membership. Regardless of whether the athletic activity is regulated by an association all coaches must have completed a course on coaching principles and sport's first aid. The Superintendent or designee shall ensure that all coaches have completed appropriate training programs. Anyone performing athletic training services shall be licensed under the Illinois Athletic Trainers

Practice Act, be an athletic trainer aide performing care activities under the on-site supervision of a licensed athletic trainer, or otherwise be qualified to perform athletic trainer activities under State law.

Bus Drivers

All school bus drivers must have a valid school bus driver permit. New bus drivers and bus drivers who are returning from a lapse in their employment are subject to the requirements contained in Board policy 5:30, *Hiring Process and Criteria* and Board policy 5:285, *Drug and Alcohol Testing for School Bus and Commercial Vehicle Drivers*.

LEGAL REF.: No Child Left Behind Legislation of 2001, 230 U.S.C. 6319(c). 34 c.F.R. 200.58 and 200.59.

105 ILCS 5/10-22.34, 5/10-22.34a, and 5/10-22.34b.

625 ILCS 5/6-104 and 5/6-106.1.

CROSS REF.: 4:110 (Transportation), 4:170 (Safety), 5:30 (Hiring Process and Criteria), 5.35 (Compliance with Fair Labor Standards Act), 5:285 (Drug and Alcohol Testing for School Bus and Commercial Vehicle Drivers), 6.250 (Community Resource Persons and Volunteers).

Adopted by the Board of Education September 2001
Revised and Adopted: May 2006

Educational Support Personnel

Employment Termination and Suspensions

Resignation and Retirement

An employee is requested to provide 2 weeks' notice of a resignation. A resignation notice cannot be revoked once given.

An employee planning to retire should notify his or her supervisor at least 2 months before the retirement date.

Non-RIF Dismissal

The District may terminate an at-will employee at any time unless prohibited by State or federal law.

Employees who are employed annually or have a contract, or who otherwise have a legitimate expectation of continued employment, may be dismissed:

1. at the end of the school year or
2. at the end of their respective contract after being provided appropriate notice and
3. after compliance with any applicable contractual provisions, or
4. mid-year or mid-contract provided appropriate due process procedures are provided.

The Superintendent is responsible for making dismissal recommendations to the Board consistent with the Board's goal of having a highly qualified, high performing staff.

Reduction in Force and Recall

Should the Board deem it necessary to reduce the number of Support Staff members or hours in any category, persons within that category will be laid off or reduced in hours in reverse order of seniority and will be notified 30 days before the effective date of the lay off.

Reduction shall be made according to these conditions based upon the seniority list established annually by the superintendent.

1. By October 1 of each year, the superintendent shall publish a draft seniority list to the Association and Board.
2. Association members may challenge alleged errors in the list between October 1 and December 1, after which the superintendent shall publish a revised list.
3. Association members may continue to challenge alleged errors until the Board takes action to reduce Support Staff positions.
4. The published seniority list shall reflect the starting date of employment.
5. Seniority lists for Permanent Support Staff members shall be established in the classifications and categories as presented in the current District contract (ARTICLE VI., B. Support Staff, 2. f. [page 34]).

Except as provided below, written notice will be given to the employee by certified mail, return receipt requested, at least 30 days before the employee is dismissed, or his or her hours are reduced. If applicable a reason for dismissal or a statement of honorable dismissal will be included with the written notice. The prior written notice will be extended to at least 90 days if the lay-off is due to the District entering into a contract with a third party for non-instructional services.

For 1 calendar year after layoff, recall will be based upon seniority within a classification or, when applicable, category.

Final Paycheck

Terminated employees will receive their final pay on the next regular payday following the date of termination.

An exception will be made if an employee is dismissed due to a reduction in force. His or her final paycheck shall be issued on or before the third business day following the last day of employment.

Suspension

Except as provided below, if in the Superintendent's judgment an employee's presence is detrimental to the District, the Superintendent is authorized to suspend any Support Staff as a disciplinary measure if an investigation into allegations of misconduct is being conducted or a dismissal hearing is pending.

A disciplinary suspension shall be with pay:

- (1) when the employee is exempt from the overtime provisions, or
- (2) until an employee with a designated contract for a definite term is provided a notice and hearing according to the suspension policy 5.240.

The Superintendent will notify the employee of the following requirement if a suspension is to be recommended. Any criminal conviction resulting from the investigation or allegations shall require the employee to repay to the District all compensation and the value of all benefits received by the employee during the suspension.

LEGAL REF.: 105 ILCS 5/10-22.34c and 5/10-23.5.
820 ILCS 105/4a.

CROSS REF.: 5:240 (Professional Personnel - Suspension), 5:270 (Educational Support Personnel - Employment At-Will, Compensation, and Assignment)

Adopted by the Board of Education October 2001
Revised and Adopted: February 2008; February 2009

Educational Support Personnel

Schedules and Employment Year

The Superintendent shall supervise a process for setting work schedules and an employment year for educational support employees in accordance with State and federal law, Board policy, and applicable agreements and shall:

1. Assign each employee one supervisor who will establish a work schedule, including breaks, as required by building or District needs, work load, and the efficient management of human resources;
2. Allow for the ability to respond to changing circumstances by altering work schedules as needed; and
3. Consider the well-being of the employee. The Superintendent's approval is required to establish a flexible work schedule or job-sharing.

Breaks

An employee who works at least 7.5 continuous hours shall receive a 30-minute duty-free meal break that begins within the first 5 hours of the employee's workday. The District accommodates employees who are nursing mothers according to State law.

LEGAL REF.: Fair Labor Standards Act, 29 U.S.C. §207 et seq.
820 ILCS 105/1 et seq. and 260/1 et seq.
105 ILCS 5/10-20.14a, 5/10-22.34, and 5/10-23.5.

CROSS REF.: 5:35 (Compliance with the Fair Labor Standards Act)

Adopted by the Board of Education October 2001
Revised and Adopted: December 2006

Educational Support Personnel

Compensatory Time-Off

This policy governs the use of compensatory time-off by employees who: (1) are covered by the overtime provisions of the Fair Labor Standards Act, 29 U.S.C. §201 et seq., and (2) are not represented by an exclusive bargaining representative.

Employees may be given 1-1/2 hours of compensatory time-off in lieu of cash payment for each hour of overtime worked beyond 40 hours. Other than as provided below, at no time may an employee's accumulated compensatory time-off exceed 240 hours, which represents compensation for 160 hours of overtime. An employee whose work regularly includes public safety, emergency response, or seasonal activities may accumulate a maximum of 480 hours of compensatory time, which represents compensation for 320 hours of overtime. If an employee accrues the maximum number of compensatory time-off hours, the employee: (1) is paid for any additional overtime hours worked, at the rate of one and one-half times the employee's regular hourly rate of pay, and (2) does not accumulate compensatory time-off until the employee uses an equal amount of accrued time-off.

An employee who has accrued compensatory time-off shall be permitted to use such time in at least half-day components provided such requests do not unduly disrupt the District's operations. The employee's supervisor must approve a request to use compensatory time-off.

Upon termination of employment, an employee will be paid for unused compensatory time at the higher of:

1. The average regular rate received by such employee during the last three years of employment; or
2. The final regular rate received by such employee.

Compensatory time-off is time during which the employee is not working and is, therefore, not counted as "hours worked" for purposes of overtime compensation.

Implementation

The Superintendent or designee shall implement this policy in accordance with the FLSA. In the event of a conflict between the policy and the FLSA, the latter shall control.

LEGAL REF.: Fair Labor Standards Act, 29 U.S.C. §201 et seq.; 29 C.F.R. Part 553.

CROSS REF.: 5:35 (Compliance with the Fair Labor Standards Act), 5:185 (Family and Medical Leave), 5:270 (Employment At-Will, Compensation, and Assignment)

Adopted by the Board of Education: November 2001

Revised and Adopted: April 2009

Support Personnel

Sick Days, Vacation, Holidays, and Leaves

Each of the provisions in this policy applies to all paraprofessional and support personnel to the extent that it does not conflict with an applicable collective bargaining agreement or individual contract. In the event of a conflict, such provision is severable and the applicable agreement or individual agreement will control.

Sick Leave

Definition –

Sick leave is defined in State law as personal illness, quarantine at home, serious illness or death in the immediate family or household or birth, adoption, or placement for adoption.

The Superintendent and/or designee shall monitor the use of sick leave.

Full or part-time paraprofessional and support personnel who work at least 600 hours per year will be granted sick leave each school year in accordance with the District's negotiated or individual employment agreement. After 3 days absence for personal illness or 30 days for birth, as a condition for paying sick leave, the Superintendent may require that the staff member provide a certificate from:

1. a physician licensed in Illinois to practice medicine and surgery in all its branches,
2. a chiropractic physician licensed under the Medical Practice Act,
3. an advanced practice registered nurse who has a written collaborative agreement with a collaborating physician that authorizes the advanced practice registered nurse to perform health examinations,
4. a physician assistant who has been delegated the authority to perform health examinations by his or her supervising physician, or
5. if the treatment is by prayer or spiritual means, a spiritual adviser or practitioner of the employee's faith.

If the Superintendent requires a certificate during a leave of less than 3 days, for personal illness, the District shall pay expenses incurred by the employee.

The use of paid sick leave for adoption or placement for adoption is limited to 30 days unless a longer leave is provided in an applicable collective bargaining agreement. The Superintendent may require that the employee provide evidence that the formal adoption process is underway.

Vacation

Full or part-time paraprofessional and support personnel who work at least 600 hours per year will be granted vacation leave in accordance with the District's negotiated or individual employment agreement.

Holidays

Paraprofessional and support personnel shall be paid for, but shall not be required to work on, legal school holidays as approved on the official school calendar in accordance with the District's negotiated or individual employment agreement.

The District may require support personnel to work on a school holiday during an emergency or for the continued operation and maintenance of facilities or property.

Personal Leave

Full-time paraprofessional and support staff will receive personal leave as specified in the negotiated or individual employment agreement.

Leave to Serve as a Trustee of the Illinois Municipal Retirement Fund

Upon request, the Board will grant 20 days of paid leave of absence per year to a trustee of the Illinois Municipal Retirement Fund I accordance with 105 ILCS 5/24-6.3.9

Leaves for Service in the Military

Leaves for service in the military shall be granted in accordance with State and federal law.

Other Leaves

Paraprofessional and support personnel receive the following leaves on the same terms and conditions granted certified staff members in policy 5:250, *Leaves of Absence*:

1. Leaves for Service in the Military and General Assembly
2. School Visitation Leave
3. Leaves for Victims of Domestic or Sexual Violence

LEGAL REF.: 20 ILCS 1805/30.1 et seq.
105 ILCS 5/10-20.7b, 5/24-2, and 5/24-6.
820 ILCS 147 and 180/1 et seq.

CROSS REF.: 5:180 (Temporary Illness or Temporary Incapacity), 5:185 (Family and Medical Leave), 5:250 (Leaves of Absence)

Adopted by the Board of Education October 2001

Revised & Adopted: March 2007; February 2008; February 2010, October 2019

Instruction

Access to Electronic Networks

Electronic networks, including the Internet, are a part of the District's instructional program and serve to promote educational excellence by facilitating resource sharing, innovation, and communication. The Superintendent shall develop an implementation plan for this policy and appoint system administrator(s). The School District is not responsible for any information that may be lost or damaged, or become unavailable when using the network, or for any information that is retrieved or transmitted via the Internet. Furthermore, the District will not be responsible for any unauthorized charges or fees resulting from access to the Internet.

Curriculum and Appropriate Online Behavior

The use of the District's electronic networks shall:

- (1) be consistent with the curriculum adopted by the District as well as the varied instructional needs, learning styles, abilities, and developmental levels of the students, and
- (2) comply with the selection criteria for instructional materials and library resource center materials.

As required by federal law and Board policy 6:60, *Curriculum Content*, students will be educated about appropriate online behavior, including but not limited to:

- (1) Interacting with other individuals on social networking websites and in chat rooms, and
- (2) Cyberbullying awareness and response.

Staff members may, consistent with the Superintendent's implementation plan, use the Internet throughout the curriculum.

The District's electronic network is part of the curriculum and is not a public forum for general use

Acceptable Use

All use of the District's electronic networks must be:

- (1) in support of education and/or research, and be in furtherance of the goals stated herein, or
- (2) for a legitimate school business purpose. Use is a privilege, not a right. Students and staff members have no expectation of privacy in any material that is stored, transmitted, or received via the District's electronic networks or District computers. General rules for behavior and communications apply when using electronic networks. The District's *Authorization for Electronic Network Access* contains the appropriate uses, ethics, and protocol. Electronic communications and downloaded material, including files deleted from a user's account but not erased, may be monitored or read by school officials.

Internet Safety

Technology protection measures shall be used on each District computer with Internet access. They shall include a filtering device that protects against Internet access by both adults and minors to visual depictions that are:

- (1) obscene,
- (2) pornographic, or
- (3) harmful or inappropriate for students, as defined by federal law and as determined by the Superintendent or designee. The Superintendent or designee shall enforce the use of such filtering devices. An administrator, supervisor, or other authorized person may disable the filtering device for bona fide research or other lawful purpose, provided the person receives prior permission from the Superintendent or system administrator.

The Superintendent or designee shall include measures in this policy's implementation plan to address the following:

1. Ensure staff supervision of student access to online electronic networks,
2. Restrict student access to inappropriate matter as well as restricting access to harmful materials,
3. Ensure student and staff privacy, safety, and security when using electronic communications,
4. Restrict unauthorized access, including "hacking" and other unlawful activities, and
5. Restrict unauthorized disclosure, use, and dissemination of personal identification information, such as, names and addresses.

Authorization for Electronic Network Access

Each staff member must sign the District's *Authorization for Electronic Network Access* as a condition for using the District's electronic network. Each student and his or her parent(s)/guardian(s) must sign the *Authorization* before being granted unsupervised use.

All users of the District's computers to access the Internet shall maintain the confidentiality of student records. Reasonable measures to protect against unreasonable access shall be taken before confidential student information is loaded onto the network.

The failure of any student or staff member to follow the terms of the *Authorization for Electronic Network Access*, or this policy, will result in the loss of privileges, disciplinary action, and/or appropriate legal action.

- LEGAL REF.: No Child Left Behind Act, 20 U.S.C. §6777.
Children’s Internet Protection Act, 47 U.S.C. §254(h) and (l).
Enhancing Education Through Technology Act, 20 U.S.C §6751 et seq.
47 C.F.R. Part 54, Subpart F, Universal Service Support for Schools and Libraries,
720 ILCS 135/0.01.
- CROSS REF.: 5:100 (Staff Development Program), 5:170 (Copyright), 6:40 (Curriculum
Development), 6:60 (Curriculum Content), 6:210 (Instructional Materials), 6:230
(Library Resource Center), 6:260 (Complaints About Curriculum, Instructional
Materials, and Programs), 7:130 (Student Rights and Responsibilities), 7:190 (Student
Discipline), 7:310 (Restrictions on Publications and Written or Electronic Material)
- ADMIN PROC.: 6:235-AP (Administrative Procedure - Acceptable Use of Electronic Networks), 6235-
API, E1 (Student Authorization for Electronic Network Access),_6:235-API,_E2
(Exhibit Staff- Authorization for Electronic Network Access)

Adopted by the Board of Education December 2001
Revised and Adopted: November 2007; March 2013

Authorization for Employee and Board Member Internet Access

District employees and board members must sign this Authorization as a condition for using the District's Internet access. This Authorization specifically applies only to employees' and board members' responsibilities related to their individual use of the district's access to the Internet and not to any supervisory responsibilities they may have for student use. The District will provide training and instruction in both the use and protocols of the system. Please read this document carefully before signing.

All use of the Internet by employees or board members shall be consistent with the District's goal of promoting educational excellence by facilitating resource sharing, innovation, and communication. This Authorization does not attempt to state all required or proscribed behavior by employees or board members. However, some specific examples are provided. The signature at the end of this document indicates the party who signed has read the terms and conditions carefully and understands their significance.

Terms and Conditions

1. Acceptable Use – Access to the District's Internet must be for the purpose of education or research, and be consistent with the educational objectives of the District.
2. Privacy - The District also has the right to and does monitor use of its Technology System. Except as provided by federal and state statutes protecting the confidentiality of students' educational records, no user of the District Technology System has an expectation of privacy in connection with such use.
3. Privileges – The use of the District's Internet is a privilege, not a right, and inappropriate use will result in a cancellation of those privileges. The administration will make all decisions regarding whether or not a user has violated this Authorization and may deny, revoke, or suspend access at any time.
4. Unacceptable Use – Employees and Board members are responsible for personal actions and activities involving the network. Some examples of unacceptable uses are:
 - a. Using the network for any illegal activity, including violation of copyright or other contracts, or transmitting any material in violation of any U.S. or State regulation;
 - b. Unauthorized downloading of software, regardless of whether it is copyrighted or devirused;
 - c. Downloading copyrighted material for other than personal use;
 - d. Using the network for private financial or commercial gain;
 - e. Intentionally using resources wastefully, such as file space;
 - f. Gaining unauthorized access to resources or entities;
 - g. Invading the privacy of individuals;
 - h. Using another user's account or password;
 - i. Posting material authored or created by another without his/her consent;
 - j. Posting anonymous messages;
 - k. Using the network for commercial or private advertising;
 - l. Accessing, submitting, posting, publishing, or displaying any defamatory, inaccurate, abusive, obscene, profane, sexually oriented, threatening, racially offensive, harassing, or illegal material; and
 - m. Using the network while access privileges are suspended or revoked.

Employee and Board Member Authorization for Internet Access

5. Network Etiquette – Employees and board members are expected to abide by the generally accepted rules of network etiquette. These include, but are not limited to, the following:
 - a. Be polite. Do not become abusive in your messages to others.
 - b. Use appropriate language. Do not swear, or use vulgarities or any other inappropriate language.
 - c. Do not reveal the personal addresses or telephone numbers of students or colleagues.
 - d. Recognize that electronic mail (E-mail) is not private. People who operate the system have access to all mail. Messages relating to or in support of illegal activities may be reported to the authorities. The employer will comply with all applicable state and federal law.
 - e. Do not use the network in any way that would disrupt its use by other users.
 - f. Consider all communications and information accessible via the network to be private property.
6. No Warranties – The District makes no warranties of any kind, whether expressed or implied, for the service it is providing. The District will not be responsible for any damages suffered by employees or board members. This includes loss of data resulting from delays, non-deliveries, missed-deliveries, or service interruptions caused by District negligence or users' errors or omissions. Use of any information obtained via the Internet is at the user's own risk. The District specifically denies any responsibility for the accuracy or quality of information obtained through its services.
7. Indemnification – The user agrees to indemnify the School District for any losses, costs, or damages, including reasonable attorney fees, incurred by the District relating to, or arising out of, any intentional breach of this Authorization.
8. Security – Network security is a high priority. If employees or board members can identify security problems on the Internet, they must notify the administration.
9. Vandalism – Vandalism will result in cancellation of privileges and other disciplinary action. Vandalism is defined as any malicious attempt to harm or destroy data of another user, the Internet, or any other network. This includes, but is not limited to, the uploading or creation of computer viruses.
10. Telephone Charges – The District assumes no responsibility for any unauthorized charges or fees, including telephone charges, long-distance charges, per-minute surcharges, and/or equipment or line costs.
11. Classroom Web Pages - All subject matter on classroom web pages and their links must relate to curriculum and instruction or school-oriented activities. This web site may not be used as a forum to advance your own personal beliefs or causes. Some examples include, but are not limited to, references and/or links to commercial, political, social, religious, or philosophical organizations outside the scope of the curriculum.

I understand and will abide by the above Authorization for Internet Access. I further understand that should I commit any violation, my access privileges may be revoked. In consideration for using the District's Internet connection and having access to public networks, I hereby release the School District and its Board members, employees, and agents from any claims and damages arising from my use or inability to use the Internet.

Date: _____

Printed User Name

User Signature

Revised 05/30/2012



Joe Franklin

Director of Human Resources
501 Washington Street
Pekin, Illinois 61554
Office: 309/477-4740
FAX: 309/477-4701
E-Mail: joe.franklin@pekin108.org

The purpose of this memo is to serve as official notification per **Article III J. Surveillance** within the negotiated agreement between Pekin Public Schools District #108 and the Education Association of Pekin/IEA/NEA 2019-2020 through 2022-2023 that video surveillance is activated in the school building where you are currently assigned.

J. SURVEILLANCE

1. The purpose of surveillance equipment is to secure the buildings. The purpose of surveillance equipment is not to evaluate the performance of employees or to monitor their behavior or conduct.
2. Surveillance shall only occur in common areas. (e.g. hallways, parking lots, grounds, cafeterias, learning centers, and gymnasiums). Surveillance equipment shall not be utilized to observe employee performance or otherwise be accessed as documentation in the employee evaluation process.
3. Data from the surveillance equipment may be reviewed by the District's personnel in connection with investigations of suspected criminal conduct or security violations or incidents. Access to data involving District personnel shall be limited to appropriate administrative personnel and police liaison officers. Such review shall take place in the office of one of the parties listed above. If a review of data inadvertently reveals alleged incidents of employee misconduct, the following process shall be followed:
 - a. The Employee and the Association shall be notified if the District intends to investigate the alleged employee misconduct incident. Such notification shall be in writing.
 - b. The Association representative or the Employee's representative may review the data depicting the alleged employee misconduct.
 - c. The Employee has the right to be represented in all investigatory meetings regarding alleged misconduct unless the Employee declines representation. For further information see Article III: Employee Rights and Responsibilities, Section B of this Agreement.
 - d. Any Discipline that may be imposed against the Employee as the result of the misconduct investigation shall be in accordance with the applicable provisions in this Agreement.
4. Data from surveillance equipment may be stored for up to thirty (30) calendar days unless there is cause to believe that such data would document a criminal or security incident.
5. At the time surveillance equipment is activated in each school building, all employees at that school shall be informed in writing, of the use of the surveillance equipment. All new employees shall be notified in writing, of the use of the surveillance equipment as part of the new employee orientation.

By signing below, you acknowledge receipt of this memo which serves as written notification that video surveillance is in use.

Employee Name – Printed

Employee Signature

Date



(F.L.S.A.)

**FAIR LABOR
STANDARDS ACT**

**NON-EXEMPT
EMPLOYEES**

BOE Policy 5:35

General Personnel

Compliance with the Fair Labor Standards Act

Job Classifications

The Superintendent will ensure that all job positions are identified as either “exempt” or “non-exempt” according to State law and the Fair Labor Standards Act (FLSA) and that employees are informed whether they are “exempt” or “non-exempt.” “Exempt” and “non-exempt” employee categories may include certificated and non-certificated job positions. All non-exempt employees, whether paid on a salary or hourly basis, are covered by minimum wage and overtime provisions.

Workweek and Compensation

The workweek for District employees will be 12:00 a.m. Saturday until 11:59 p.m. Friday. Non-exempt employees will be compensated for all hours worked in a workweek including overtime. For non-exempt employees paid a salary, the salary is paid for a 40-hour workweek even if an employee is scheduled for less than 40 hours. “Overtime” is time worked in excess of 40 hours in a single workweek.

Overtime

The School Board discourages overtime work by non-exempt employees. A non-exempt employee shall not work overtime without his or her supervisor’s express approval. All supervisors of non-exempt employees shall:

1. monitor overtime use on a weekly basis and report such use to the business office,
2. seek the Superintendent or designee’s written pre-approval for any long term or repeated use of overtime that can be reasonably anticipated,
3. ensure that overtime provisions of this policy and the FLSA are followed, and
4. ensure that employees are compensated for any overtime worked.

Accurate and complete time sheets of actual hours worked during the workweek shall be signed by each employee and submitted to the business office. The business office will review work records of employees on a regular basis, make an assessment of overtime use, and provide the assessment to the Superintendent. In lieu of overtime compensation, non-exempt employees may receive compensatory time-off, according to Board policy 5:310, *Compensatory Time-Off*.

Suspension Without Pay

No exempt employee shall have his or her salary docked, such as by an unpaid suspension, if the deduction would cause a loss of the exempt status. Certificated employees may be suspended without pay in accordance with Board policy 5:240, *Professional Personnel - Suspension*. Non-certificated employees may be suspended without pay in accordance with Board policy 5:290, *Educational Support Personnel - Employment Termination and Suspensions*.

Implementation

The Superintendent or designee shall implement the policy in accordance with the FLSA, including its required notices to employees. In the event of a conflict between the policy and State or federal law, the latter shall ~~control~~ prevail.

LEGAL REF.: 820 ILCS 105/4a.
Fair Labor Standards Act, 29 U.S.C. §201 et seq., 29 C.F.R. Parts 516, 541, 548, 553, 778, and 785.

CROSS REF.: 5:240 (Suspension), 5:290 (Employment Termination and Suspensions), 5:310 (Compensatory Time-Off)



Joe Franklin ♦ Director of Human Resources

501 Washington Street ♦ Pekin, Illinois 61554 ♦ 309/477-4740 ♦ Fax 309/477-4701 ♦ e-mail joe.franklin@pekin.net

Date:

TO:

RE. F.L.S.A. [Fair Labor Standards Act] Board of Education Policy 5.35

According to the [F.L.S.A.] Fair Labor Standards Act and Board of Education Policy 5.35 [adopted 6.27.05], you are classified as a “Non-Exempt Employee”. This official designation means you are covered by the F.L.S.A. minimum wage and overtime provisions.

Attached, you will find a copy of the Board of Education Policy 5.35, Compliance with the Fair Labor Standards Act and the district’s 5.35 Administrative Procedures, Compliance with the Fair Labor Standards Act.

If you have any questions, please contact the office of Human Resources. Please sign the acknowledgement form below and return to your school office. The signed verification will be filled in your payroll folder in the Business Office.

Joe Franklin
(309) 477-4740
joe.franklin@pekin.net



Employee

Date

School/Program Site

I have received and reviewed a copy of: _____ BOE Policy 5.35 FLSA
_____ Agreement to receive Compensatory Time Off Form
_____ Volunteer Agreement Form
_____ Employee Categories Form

_____ I understand I am Classified as a Non-Exempt Employee per BOE policy 5.35 FLSA

Signature

AGREEMENT

BETWEEN

PEKIN PUBLIC SCHOOLS DISTRICT 108

AND

EDUCATION ASSOCIATION OF PEKIN
IEA/NEA

2023-2024

THROUGH

2026-2027

Contract between Pekin Public Schools District #108 and EAP/IEA/NEA

Adoption: May 15, 2023

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ARTICLE I: RECOGNITION

A. *LEXICON*

1. Association: All members of the Education Association of Pekin/IEA/NEA
2. WEB: Welfare and Ethics Board of the Association
3. Board of Education (Board): The governing body of the school district is composed of elected officials created under the authority of the School Code.
4. District: Board and Administration of Pekin Public Schools District #108
5. Employee: Any member of the bargaining unit
6. Certified Staff: Any employee assigned to a position requiring professional certification in Illinois
7. Teacher: Any Employee assigned to a position requiring teacher certification and assigned to a regular division classroom or to teach special education, physical education, music, art, or provides direct support to the classroom and/or students.
8. Specialist: Any Certified Staff member whose students are taken from a classroom, providing the classroom teacher with planning time
9. Support Staff: Any employee except those employed as Certified Staff
10. Paraprofessional Staff: Any Support Staff member school position that requires non-professional certification in Illinois
11. Administrator: Any person employed by the District working in a position requiring administrative certification
12. Supervisor: Administrator to whom an Employee is assigned
13. Colleague: A person employed by the District in an equivalent position (e.g., teacher-teacher, principal-principal)
14. Core Work Day: Starting 20 minutes before and ending 30 minutes after the student attendance day for each level within the District
15. Full Time: Any employee who is assigned to work on average 30 or more hours per week
16. Part Time: Any employee who is assigned to work on average less than 30 hours per week or less than 180 days
17. Days: Work days, unless specifically stated otherwise in context
18. Permanent: Any employee, whether full or part time, with reason to expect to be employed in the subsequent year

B. *RECOGNITION*

1. The Board of Education of School District 108, Tazewell County, Pekin, Illinois recognizes the Education Association of Pekin, an affiliate of IEA/NEA, as the sole and exclusive negotiating agent for all contracted certified personnel, Secretaries, Clerks, Educational Assistants, Technicians, Physical Therapy Assistants, Certified Occupational Therapy Assistants, Family Community Educators, Prevention

Initiative Home Visitors, and Prevention Initiative Reflective and Administrative Supervisors employed by the Employer, excluding, all Central Office administrative staff, which term includes the Superintendent, Assistant Superintendent, Coordinator of Student Services, Coordinator of Assessment and Technology, Coordinator of Curriculum and Instruction, Director of Human Resources, Business Manager, Principals, Assistant Principals, Special Education Coordinators, School Psychologists, Network Administrator, Chief Technician, Technology Support Specialist, Technology Center Supervisor, Substitutes, Secretaries to the Superintendent, Assistant Superintendent, Director of Human Resources, and Business Manager, Board Secretary, Accounts Payable/Payroll Specialist, Manager and Assistant Managers of Facilities, and all confidential, short-term, supervisory and managerial employees as defined in the Illinois Education Labor Relations Board (IELRB).

2. Unless specified otherwise, part-time Certified Staff shall receive benefits on a pro-rata basis. Whenever an employee's hours of work are changed creating a different percentage of time worked, benefits and placement on the salary schedule shall be prorated consistent with the new percentage.
3. The Board agrees not to alter through negotiating with any other employees' organization or individual employee the salaries, fringe benefits, working conditions, grievance procedures.

C. FULL TIME AND PART TIME POSITIONS AND ASSOCIATION MEMBERSHIP

1. Any full time Certified Staff and Support Staff position shall be considered a full time member of the Association.
2. Any part time Certified Staff position created by the Board, without regard to the number of days worked, shall be considered a part time member of the Association and entitled to benefits as guaranteed in Section B of this Article.
3. Any part time Support Staff position created by the Board, without regard to the number of days worked, shall be considered a part time member of the Association.
4. In the event that the Board is unable to fill a posted position, the position may be filled in the interim by one or more individuals employed with the understanding that their employment shall be temporary. Any individual so employed shall serve under the following conditions:

- a. Individuals employed with the understanding that their employment will last more than 90 school days shall be considered part time members of the Association and are entitled to benefits provided in Section B of this Article.
 - b. Individuals employed with the understanding that their employment will be 90 or fewer school days shall not be entitled to benefits guaranteed by this contract and shall not be considered a part of the Association.
 - i. If such an individual so employed, remains employed longer than 90 school days, then that person shall be entitled to benefits guaranteed by this contract and shall be considered a member of the Association.
5. Nothing in this Section limits the Board from hiring short term employees otherwise excluded from the bargaining unit.

D. NEW POSITIONS

- 1. The Assistant Superintendent shall communicate to the Association when a position is being created. The communication shall state when a newly created position is a bargaining unit or a non-bargaining unit position. The communication shall clarify benefits and include a job description.
- 2. If the position is a bargaining unit position for which there is no salary addressed in the contract, the Association and Superintendent shall within 5 work days arrange a meeting to negotiate a salary.
- 3. If the position is a non-bargaining unit position and the Association wants clarification or challenges the position, the Association shall notify the Superintendent within 5 work days of receiving the information from the Assistant Superintendent. The Superintendent shall schedule a meeting to review the job description and to hear the Association's challenge.
- 4. Positions established after the signing of this Agreement shall be addressed in a Memo of Understanding to clarify bargaining unit status, salary and benefits.

ARTICLE II: ASSOCIATION RIGHTS AND RESPONSIBILITIES

A. RIGHT TO ORGANIZE

1. Neither the Board nor the Association shall discriminate against any employee because of membership in any employee organization. No employees shall be required to join the Association as a condition of employment and no employee shall be terminated because of the employee's decision not to join the Association.

B. UNION DUES AND REMITTANCE TO ASSOCIATION

1. The Board shall deduct from each employee's pay the current dues of the Association, provided that the Board has an employee executed authorization for continuing dues deduction, executed by the employee as specified in Article VIII.D.1.e. The dues deduction shall continue until the death of the employee, removal from payroll, or the termination of employment of the employee by the Board, or the employee submits a written notice to the Board revoking the authorization form previously executed.
2. At least fourteen 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 has 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 days.
3. 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 two business days of each payroll.
4. If an employee submits a signed document to the District or the Association indicating that he or she no longer wishes to have union dues deducted, the District or the Association as the case may be, shall notify the other and provide a copy of the same within two business days.

C. ASSOCIATION MEETINGS, NOTICES, AND GENERAL INFORMATION

1. The Association shall be allowed the following:
 - a. By normal procedure, the use of school buildings for meetings at the conclusion of the regular employee workday if the use of the building does not interfere with the educational program. The Association may use said school buildings for 2 hours past the regular employee workday at no cost. If said meeting lasts more than 2 hours, the Association shall pay the partnership rental rate for said period after the 2 hours as set by the Board.

- b. Two mutually agreed upon days per month for Association meetings shall be established at the beginning of the school year. Other non-conflicting meetings may be scheduled for this time.
- c. Use of employee mailboxes and a mutually designated bulletin Board in the employees' lounge for purposes of internal school communication. Public bulletin Boards shall be subject to the principal's review and approval. The Association agrees that its members shall not post Association materials in other areas.
- d. The use of District photocopiers and instructional computers when not in use. The Association will furnish its own supplies.

D. MEETINGS OF SCHOOL BOARD

- 1. Notification, agenda, and Board meeting packets of all regular and adjourned meetings of the School Board shall be delivered to the Association at least twenty-four hours prior to the scheduled meeting.
- 2. One copy of the open session minutes of all School Board meetings shall be sent to the Association as soon as they have been approved, and the Association shall receive 1 copy of closed session minutes when they are declared open by the School Board.

E. NEW EMPLOYEES

- 1. Names and addresses of newly hired employees shall be provided to the Association following School Board approval of their contracts.

F. ASSOCIATION LEAVE DAYS

- 1. Upon the request of the Association co-presidents, an employee shall be released with pay for Association business. The aggregate number of days available shall not exceed 10 days, the cost of which shall be borne by the Board. In addition, the Association shall be credited with an aggregate of 10 days to be used for Association business providing the cost of substitutes, if necessary, shall be borne by the Association. Of the 20 Association leave days, any employee may use no more than 5 days unless additional days are approved by the Superintendent.

G. COMMUNICATIONS COMMITTEE

- 1. The Communications Committee was established as part of the collective bargaining agreement that was ratified in 2002. The Communications Committee has worked since its establishment to refine and improve the "Work-in-Progress Document" that serves as a guide for how the Communications Committee will function. The "Work-in-Progress Document" is intended to support the contract and to guide continuous discussions between the EAP, Board of Education, and Administration. Should a conflict be found between this contract and the "Work-in-Progress

Document,” the contract shall be used for clarity and the “Work-in-Progress Document” shall be revised as necessary.

2. Purpose:

- a. Provide assistance, make recommendations and enhance communication to improve the quality of education and work environment in the District by or through:
 - i. Creating a climate that promotes trust, collaboration and diversity.
 - ii. Listening and learning, both inside and outside the system
 - iii. Encouraging and celebrating risk taking and experimentation as learning tools.
 - iv. Providing human resources (giving time, developing skills and providing on-going support) for groups within and associated with the District.
 - v. Establishing decision-making parameters to determine waivers granted to contract provisions.
 - vi. Establishing from its membership a joint committee to meet statutory reduction in force requirements.
- b. Fulfill the various responsibilities assigned to the Communications Committee by provisions within this Contract, which shall be incorporated in the “Work-in-Progress Document.”

3. Membership:

- a. Board of Education President
- b. Board of Education member appointed by the Board President
- c. Superintendent
- d. Central office member appointed by the Superintendent
- e. Three principals - primary, intermediate and junior high school
- f. Association Co-Presidents
- g. WEB Chair

- h. Three Association Certified Staff members - primary, intermediate and junior high school appointed by the Association Co-Presidents.
- i. Two Support Staff members - primary, intermediate/junior high appointed by the Association Co-Presidents.
- 4. Schedule:
 - a. Minimum of one meeting per month to be held during the week prior to the regular meeting of the Board of Education. The committee may schedule additional meetings as needed.
- 5. Inservice:
 - a. Members of the Communications Committee shall participate in development activities to clarify roles in sharing ideas regarding problem solving and conflict resolution strategies to prepare them for their work in the Communications Committee.
- 6. Process:
 - a. Each month's agenda shall be collaboratively developed by Board President, WEB Chair, Superintendent and Association Co-Presidents. Agenda items shall relate to the stated purposes of Communications Committee and/or address issues that may emerge at the building or District level and are not resolved through the channels specified in the "Work-in-Progress Document."
 - b. Minutes of the Communications Committee will document discussion related to the agenda and specifically state resolutions agreed to by all parties. Those minutes shall be shared with constituent group members.
 - c. The Board, Administration and Association may each establish its own procedures for collecting issues for the agenda. Each party assumes responsibilities for researching the issue to be certain that it meets criteria before placing it on the agenda.

H. INSURANCE COMMITTEE

- 1. Purpose:
 - a. To use the problem solving decision making model to review:
 - i. services
 - ii. costs
 - iii. benefits of the program

- b. To recommend changes to the Association and the Board
- 2. Membership:
 - a. The committee shall be made up of 10 members. The EAP Co-Presidents shall appoint five members to represent the Association and the Superintendent and Board president shall appoint five members to represent the Board and Administration.
 - b. The committee may invite consultants and witnesses to attend committee meetings.
 - c. The committee shall be co-facilitated by a representative of Administration or Board and the Association.
- 3. Schedule:
 - a. The co-facilitators shall schedule one meeting in each of the following months: September, November, February, and May.
 - b. Additional meetings may be called by the co-facilitators.

I. FINANCE COMMITTEE

- 1. The District and Association agree that good relations depend upon open communications about District finances. The Superintendent's Finance Committee shall operate as an advisory committee to the Superintendent and shall make recommendations for consideration in developing the following information for the Board:
 - a. Levy scenarios
 - b. Projected revenues and expenditures
 - c. Options for balancing the budget
 - d. Legislative updates related to finances
 - e. Long term financial planning
 - f. Other financial information requested by the Superintendent
- 2. The Superintendent's Finance Committee shall meet two times per year as scheduled by the Business Manager, who may schedule additional meetings as needed.
- 3. Membership shall be as follows:
 - a. Superintendent

- b. Business manager (facilitator)
- c. Association Co-Presidents
- d. Two Association members appointed by the Association Co-Presidents
- e. Up to three principals appointed by the Superintendent

ARTICLE III: EMPLOYEE RIGHTS AND RESPONSIBILITIES

A. CONTRACT DISTRIBUTION

1. Within 30 days of ratification of this Agreement, the Board shall make available to the Association and each employee a signed copy of the agreement through electronic media. In addition, the contract shall be posted to both the District and Association web sites. The web sites shall be kept up-to-date as revisions and memos of understanding are reached by both parties. Each newly hired employee shall be given a copy of the Agreement by the Administration.

B. EMPLOYEE DISCIPLINE

1. No tenured Certified Staff member shall be reduced in pay, issued a written reprimand, issued a written warning notice, or suspended without pay without just cause. Terminations of teachers shall not be grievable but shall be pursuant to 24-11 and 24-12 of the School Code (105 ILCS 5/24-11 and 105 ILCS 5/24-12).
2. No Support Staff member shall be disciplined, suspended, nor issued a written reprimand without just cause. Non-probationary Support Staff members shall not be terminated without just cause.
3. It shall be the responsibility of the Administration to promptly inform an employee of deficiencies in his or her work-related conduct. An employee shall be entitled to Association representation in all meetings, either investigatory or disciplinary, which could lead to discipline, except for required conferences pursuant to Article V.C. and D.
 - a. It is solely the employee's responsibility to determine the need for and request Association representation.
 - b. If the employee chooses Association representation not employed by the District, the District must be notified no less than 24 hours prior to the meeting. Such meeting shall be held at the District Office.
4. The Board and the Administration shall follow the practice of progressive discipline particularly for remediable offenses. When a deficiency in work-related conduct is substantiated, the supervisor shall document the deficiency for the employee in writing. A copy shall be placed in the personnel file. The document shall specify the conditions for its removal. The employee shall have the right, and is encouraged to respond in writing within 10 school days of receiving the written documentation.
5. This section shall not apply to the placement of a teacher on a remediation plan pursuant to the evaluation plan, Article V., or to ratings and comments contained in a teacher's evaluation.

C. PERSONNEL FILE

1. An employee's personnel file shall not contain false information. Each Employee shall have the right, upon request, to review the contents of said Employee's personnel file and to place therein, written reactions to any of its contents. Privileged information such as confidential credentials and related personnel references normally sought at the time of employment are specifically exempt from review. Entries in the file shall be authorized upon the completion of diligent investigation. A copy of any entry shall be forwarded to the Employee.

D. SUPPORT STAFF PROBATION

1. A newly hired Support Staff member who has not been in the service of the District shall be considered a probationary Support Staff member the first 6 months of employment, and within that 6 months may be discharged at any time with notice, but without compensation or assigning any reason whatsoever. The Administration may extend the probationary period for 6 months by giving written notice to the Support Staff member before the probationary period ends. This written notice shall include the deficiencies that must be corrected during the probationary extension period.

E. ANNUAL EMPLOYEE UPDATE

1. By the first pay in October, each Certified Staff member shall receive a statement detailing accumulated sick leave, personal days, salary amount, salary schedule step and lane, longevity, supplemental pay, shortage area differential and seniority. The statement of seniority ranking shall consist of:
 - a. Areas of certification
 - b. Years of seniority with the District
2. By the first pay in October, Support Staff members shall receive a statement detailing accumulated sick leave, personal days, salary amount, salary schedule step, longevity, supplemental pay and seniority ranking.

F. RESIDUAL RIGHTS

1. All employees covered under this Contract who participate in the production of education materials shall retain residual rights to such materials should they be protected by copyright or sold by the Pekin 108 School District, if produced during the employee's off-duty hours and if produced without any reimbursement or payment by the Board to the employee for the production of the materials. Otherwise, any materials produced shall be the exclusive property of the District. (For further information, see Section 10-23.10 of the School Code (105 ILCS 5/10-23.10) regarding developing and marketing of computer programs.)

G. JOB RELATED CONSULTATION

1. Employees and the District recognize the professional development benefits of consultation experiences. If consistent with the District Strategic Plan and approved by the Superintendent, upon request, each Employee shall be allowed a limit of 3 days per year for outreach or consultation activities, providing the Employee reimburse the District for all substitutes and other costs incurred by the District. This provision operates independently of other provisions for personal or professional leave.

H. SITE-BASED AND/OR SHARED DECISION-MAKING

1. The District and Association agree that School Instructional Leadership Teams (SILT) are organizational bodies that shall administer site based, shared decision-making. SILT is a building-level, voluntary, representative group which is responsible for planning and problem solving to improve the quality of education and working environment at each school. The District and Association agree that site-based, shared decision-making is a joint planning and problem solving process.
2. In order to administer site-based, shared decision-making, each SILT shall:
 - a. Address and formalize the way in which they decide who will provide information and who makes what decisions about the school's: instructional program, data collection, school-wide improvement, environment/building climate, assignment of students to class lists, planning time, staff attendance/sub coverage, student discipline data and concerns, and budget
 - b. Decide who is responsible for carrying out SILT decisions and communicate the decision-making process
 - c. Determine a process for setting an agenda
 - d. Schedule dates and times for regular meetings and for special meetings as needed
 - e. Decide how SILT representatives are chosen and the length of their terms Insofar as volunteers are available, have members representing faculty, administration, support staff, and parents
 - f. Determine the manner in which the SILT facilitator is chosen
 - f. Determine how the agenda and minutes will be shared with other staff.
3. Each SILT shall evaluate the effectiveness of site-based, shared decision-making on a

yearly basis. Such reflection and analysis shall involve both the SILT and all staff.

I. WORKLOAD PLAN FOR SPECIAL EDUCATORS

1. In order to provide students with IEPs the free, appropriate education to which they are entitled, The Education Association of Pekin and the Pekin Public Schools District 108 Board of Education agree to the following plan related to the workload of special educators, so that all services required under students' IEPs, as well as all needed ancillary and support services, can be provided at the requisite level of intensity. Pursuant to section 226.735 of the Illinois Administrative Code, the plan is as follows:
 - a. Must follow state guidelines for special education. Follow the current practice of using class size, Illinois Administrative Code 226.730, as the definition for caseload for special educators that are teachers. Workload shall be defined by state guidelines established in the Illinois Administrative Code 226.735a.
 - b. Form District Workload Committee whose membership shall consist of an early childhood educator, K-3 special educator, 4-6 special educator, junior high special educator, speech and language pathologist, Director of Human Resources, building principal, and Special Education Coordinators. Special educators and speech and language pathologists shall be appointed by the Association.
2. Responsibilities:
 - a. The Director of Human Resources and an identified Association member shall co-facilitate the committee.
 - b. Meet 3 times a year: by September 30, January 30, and May 30.
 - c. Review data collected prior to September, January, and May meetings.
 - d. Determine workload ranges for early childhood, grade K-3, grade 4-6, junior high, speech and language pathologist, and other ancillary special educators at the September and January meetings.
 - e. Communicate work load ranges to all special educators.
 - f. Assist in monitoring district workload and function as a resource for problem-solving concerns that develop.
3. Problem-solving process:
 - a. If a special educator feels his/her work load is above the range established by the District Workload Committee, he/she contacts a District Workload Committee Representative to review his/her data within 10 working days from date of workload range publication or when a change in a special educator's workload exceeds the range.
 - b. After the representative and special educator review the data, and if a problem

has been identified, both the teacher and the representative shall meet with the building principal to resolve the problem within 10 working days from the time of request to meet.

- c. If the identified problem cannot be resolved at the building level, all concerned (e.g. special educator, committee representative, and principal) shall meet with the Special Education Coordinator(s) within 10 working days of request to meet.
 - i. Speech and language pathologists and all ancillary special educators shall begin at this level.
- ci. If the above steps leave the problem unresolved, the concern shall go to the District Communications Committee at their next monthly meeting for final resolution.
- cii. Once resolution is agreed upon, it must be put into progress within 10 working days.

J. SURVEILLANCE

1. The purpose of surveillance equipment is to secure the buildings. The purpose of surveillance equipment is not to evaluate the performance of employees or to monitor their behavior or conduct.
2. Surveillance shall only occur in common areas. (e.g. hallways, parking lots, grounds, cafeterias, learning centers, and gymnasiums). Surveillance equipment shall not be utilized to observe employee performance or otherwise be accessed as documentation in the employee evaluation process.
3. Data from the surveillance equipment may be reviewed by the District's personnel in connection with investigations of suspected criminal conduct or security violations or incidents. Access to data involving District personnel shall be limited to appropriate administrative personnel and police liaison officers. Such review shall take place in the office of one of the parties listed above. If a review of data inadvertently reveals alleged incidents of employee misconduct, the following process shall be followed:
 - a. The Employee and the Association shall be notified if the District intends to investigate the alleged employee misconduct incident. Such notification shall be in writing.
 - b. The Association representative or the Employee's representative may review the data depicting the alleged employee misconduct.
 - c. The Employee has the right to be represented in all investigatory meetings regarding alleged misconduct unless the Employee declines representation. For further information see Article III: Employee Rights and Responsibilities, Section B of this Agreement.

- d. Any Discipline that may be imposed against the Employee as the result of the misconduct investigation shall be in accordance with the applicable provisions in this Agreement.
- 4. Data from surveillance equipment may be stored for up to thirty (30) calendar days unless there is cause to believe that such data would document a criminal or security incident.
- 5. At the time surveillance equipment is activated in each school building, all employees at that school shall be informed in writing of the use of the surveillance equipment. All new employees shall be notified, in writing, of the use of the surveillance equipment as part of the new employee orientation.

ARTICLE IV: EMPLOYMENT CONDITIONS

A. NOTIFICATION OF ASSIGNMENTS

1. All Employees shall be given written notice of assignments for the forthcoming year prior to the last full student attendance day of the school year. If changes in assignments are necessary, the Employee affected shall be promptly notified.

B. VACANCIES, TRANSFERS AND REASSIGNMENTS

1. Definitions:
 - a. Reassignment: Any change of assignment, either voluntary or involuntary, of an Employee's classification, grade, department, subject or school.
 - b. Transfer: A voluntary reassignment
 - c. Involuntary Transfer: A non-voluntary reassignment
 - d. Unstaffed Position: Any position needed or not needed to which no Employee is assigned.
 - e. Vacancy: Any new or existing unstaffed position identified as needed by the District.
2. Procedures:
 - a. Whenever a new or existing unstaffed position exists, the supervising Administrator may consider transfers within the school. When the Administrator declares the transfer process to be complete, the remaining unstaffed position may be announced by the District as a vacancy.
 - b. Vacancies shall be posted as follows:
 - i. All vacancies shall be posted at the Central Office, in each building, and on the District website.
 - ii. In the summer, vacancies shall be posted in the Central Office and on the District website.

- iii. Within 5 days after a vacancy occurs the District shall notify the Association Co-Presidents or designee.
- iv. Whenever possible, vacancies shall remain posted for a minimum of 10 working days before being filled.

C. VOLUNTARY REASSIGNMENTS OF EMPLOYEES

1. Certified Staff members who apply to any posted Certified Staff vacancy for which they meet the qualifications shall be granted an interview. Unsuccessful applicants shall be given a written response and offered the opportunity for a conference with the interviewing administrators to discuss the reasons they were unsuccessful.
2. All Support Staff employees who apply to any posted vacancy within their current classification as listed in Article IV. G. shall be granted an interview. Unsuccessful applicants shall receive a written response and offered the opportunity for a conference with the interviewing administrators to discuss the reasons they were unsuccessful.
3. Support Staff employees are invited to apply to any posted vacancy outside their current classification as listed in Article IV. G including teaching vacancies for which they may be qualified. Each Support Staff member may identify a limit of one such application per District fiscal year, July 1 through June 30, for which an interview shall be automatically granted. All other applications submitted by that Support Staff member must proceed through the screening process identified for the posted position.
4. Certified Staff members seeking reassignments outside their buildings and Support Staff members wishing to invoke their right to a guaranteed interview shall inform the Director of Human Resources through the process advertised by that office. The Director of Human Resources shall acknowledge in writing, the receipt of all requests for reassignment within 5 work days and notify the potentially impacted Administrators of the request.
5. If a new or existing position opens after January 1, it shall be filled by substitution whenever possible. If it is filled by reassignment, the position shall be posted at the end of the school year.

D. INVOLUNTARY REASSIGNMENT OF EMPLOYEES

1. Prior to any involuntary reassignment of Employees, volunteers shall be sought and given consideration.

2. Whenever an involuntary reassignment occurs, the District shall consider selection based on all of the following criteria, but no priority or order is indicated within the following listings:
 - a. certification and qualification
 - b. seniority in the District
 - c. needs of the District
3. For the purpose of transfers or reassignments, Seniority in the District shall be defined as District seniority within the building, except for those positions identified by an asterisk on the seniority list, for which it shall be defined as District seniority within the program.

E. CERTIFIED STAFF WORK YEAR AND WORK DAY

1. All Certified Staff
 - a. For the duration of this contract, Certified Staff work year shall be a maximum of 180 work days or the state-mandated minimum, whichever is greater.
 - b. The Certified Staff workday shall not exceed 7 $\frac{3}{4}$ hours per day.
 - c. Within the 7 $\frac{3}{4}$ hour work day, Certified Staff may flexibly schedule time beyond the Core Work Day according to their personal needs. The Core Work Day is defined as starting 20 minutes before and ending 30 minutes after the student attendance day for each level within the District, e.g., preschool, primary, intermediate, junior high. A Certified Staff member may modify the Core Work Day for special circumstances by email to the principal. No reason shall be required for the change.
 - i. The preschool program shall follow an atypical schedule.
 - d. Upon 24 hour notice, a Certified Staff member shall be expected to modify time beyond the Core Work Day for parental conferences. Certified Staff members shall attend to the conclusion of legally required special education meetings to set student programs.
 - e. Nothing in this section prevents attendance from being addressed as a supervisory issue under Article III.B. of this contract.
 - f. A minimum of 30 minutes duty-free lunch shall be provided to all Certified Staff members, except that Certified Staff members at the primary level shall have a 45 minute duty-free lunch period daily.

- g. On days before Thanksgiving, Christmas, and Spring Break, the Certified Staff members may leave the work site 15 minutes after the dismissal of students. On such days, no building or District meeting shall be held.
- h. Certified Staff members shall attend such school functions as set by the Board as they apply to the school of their supervising Administrator.
- i. Extended work year shall be defined as work beyond the 180-day year as an extension of the current job assignment under the same terms and conditions as outlined in the contract. Such work shall be essential to meet District needs and shall be a requirement to fulfill the job responsibilities. Such work must have District or grant funding allocated to support the extension.
 - i. Extended year assignments shall be determined annually, and paid at a daily rate equal to $1/180^{\text{th}}$ of the Certified Staff member's salary + TRS as outlined in the salary schedule for the extended year.
 - ii. When a position in the District requires employment beyond the 180-day work year, the District shall notify the Association Co-Presidents and WEB chair. If it is a new position, the notification shall be listed as part of the job description.
 - iii. The Association shall notify the Superintendent of any objection to a newly created or currently existing extended day position within 10 workdays of the notification. At that time a meeting shall be scheduled to consider the objection.
 - iv. The Association must agree with the extension in order for the extension to be presented to the Board for consideration. If after the meeting, the Association continues to object to the extension, the Association shall provide written rationale for the objection that can be shared with the affected employees.
- j. Stipend work beyond the Certified Staff work day or work year shall be considered voluntary and paid at a rate set by the Board.
- k. Atypical Schedules
 - i. Workday scheduled for atypical programs shall be determined individually. Atypical programs shall be defined as:

- (a) Programs that require Certified Staff to travel among schools within the District or to visit students' homes.
 - (b) Programs that provide supplemental instruction to students with specifically identified needs for special, remedial or gifted education.
 - (c) Programs designed to provide instruction outside the regular student day.
 - (d) Programs serving students other than in Kindergarten through 8th grade.
 - (e) Programs in which Certified Staff members' time is routinely scheduled by appointment.
- ii. Certified Staff members and their supervisors shall collaborate to set atypical program schedules consistent with the following parameters and procedures:
 - (a) Within each work week, Certified Staff members shall be scheduled to work 38 $\frac{3}{4}$ hours; have no less than the total weekly amount of planning time as Teachers in the same grade levels; and have at least 30 minutes of duty-free lunch on any day scheduled to be longer than 4 hours.
 - (b) Starting and ending times shall enable the program to serve student needs and fulfill program requirements.
 - (c) Whenever collaboration of the Supervisor and Certified Staff member fails to define an acceptable schedule, the Supervisor shall set an interim schedule that fulfills program requirements and meets student needs, and within 5 work days, submit to the Communications Committee a request for clarification and problem solving.
 - (d) Whenever collaboration of the Communications Committee fails to define an acceptable schedule, the Communications Committee shall submit the issue to the WEB of the Association for final resolution.
- 1. Meetings
 - a. In any year, no Certified Staff member shall be required to attend more than 19 school or District meetings held outside the work day. In any semester, no Certified Staff member shall be required to attend more than 10 meetings outside the work day. These scheduled meetings shall be announced at the beginning of

each semester, except that with 5 days notice, meetings may be changed or added to the schedule, unless the additions would exceed the limit for the semester.

- b. Certified Staff members may leave any required building meeting outside the work day either 1 hour after it is convened or 1 hour and 20 minutes after student dismissal, whichever is earlier. Certified Staff members may leave any required District meeting outside the work day either 1 hour after it is convened or 1 hour and 30 minutes after student dismissal, whichever is earlier. In either case, the meeting may continue with voluntary attendance.
2. Teachers Only
 - a. Recesses and Planning Periods
 - i. Teacher supervised afternoon recess for full-day K-3 grades may be scheduled at the Teacher's option if no Specialists are scheduled in the afternoon.
 - ii. There shall be at least one daily planning period at the junior high level.
 - iii. There shall be at least one daily 15-minute duty-free recess plus a minimum of five 30 minute planning periods per week at the intermediate level.
 - iv. There shall be one daily 15-minute duty-free recess plus a minimum of four 30-minute planning periods per week at the primary level.
3. If the number of specialists is reduced resulting in a reduction in planning time, the Board shall immediately implement a maximum 7 ½ hour Teacher work day.
4. The primary physical education and music specialists shall have:
 - i. 120 minutes of planning time per week but may not always have four 30 minute blocks
 - ii. No more than one Teacher's class assigned unless an assistant is provided, except by mutual agreement between the District Administration and Association
 - iii. Input on the development of their schedules
5. District special education teachers shall have:
 - i. One full day of release time annually on a date and time determined by the building principal and special education teachers for the purpose of completing the required Individual Education Plan (IEP) paperwork. Release

time may be used in half day increments with principal approval. Additional leave time may be granted with principal approval for special circumstances.

F. PROFESSIONAL DEVELOPMENT COMMITTEE

1. The District shall maintain a Professional Development Committee chaired by the Director of Human Resources for the purposes of supporting non-tenured Certified Staff members' progress toward tenured status and to provide resources and professional development for tenured Certified Staff members to stay current in practices related to the performance expectations, curriculum, instruction, and assessment.
2. Tenured employees may voluntarily enroll in any of the District-sponsored courses.
3. On a regular basis, the District Professional Development Committee comprised of Association representation and administration shall assure the following:
 - a. Alignment of professional development coursework to the District's strategic plan
 - b. Rigor of professional development coursework
 - c. Alignment with professional development needs of the District
 - d. Alignment with the Curriculum, Instruction, and Assessment Committee

G. SUPPORT STAFF WORK DAY AND YEAR

1. Support Staff shall be employed in permanent part time or full time positions. Permanent positions may be added at any time under provisions of Article I. At the writing of this contract, the following permanent positions exist with the hours and days indicated.
 - a. Secretary
 - i. 7.5 hours per day
 - (a) 215 days
 - (b) 220 days
 - (c) 200 days
 - b. Learning Center Paraprofessional
 - i. 7.0 hours per day
 - (a) 180 days

- ii. 5.75 hours per day
 - (a) 180 days
- c. Educational Paraprofessional
 - i. 6.5 hours per day
 - (a) 180 days
 - ii. 5.75 hours per day
 - (a) 180 days
 - iii. 3.25 hours per day
 - (a) 180 days
- d. Clerk
 - i. 5.75 hours per day
 - (a) 180 days
 - (b) 185 days
 - (c) 200 days
- e. Physical Therapy Assistant
 - i. 7.5 hours per day
 - (a) 180 days
- f. Certified Occupational Therapy Assistant
 - i. 7.5 hours per day
 - (a) 180 days
- g. Family Community Educator
 - i. 7.75 hours per day
 - (a) 200 days
- h. Prevention Initiative Home Visitor
 - i. 7.5 hours per day
 - (a) 215 days
- i. Technician
 - i. 7.5 hours per day
 - (a) 220 days
- j. Prevention Initiative Reflective and Administrative Supervisor
 - i. 3.75 hours per day
 - (a) 215 days

2. Within the work day, for those working in excess of 4 hours, Support Staff members shall have a minimum of 30 minutes duty-free unpaid lunch.
3. Educational Paraprofessionals, Prevention Initiative Home Visitors, Prevention Initiative Reflective and Administrative Supervisors, Family Community Educators, Certified Occupational Therapy Assistants, and Physical Therapy Assistants shall participate in training on parent/teacher conference days as defined by their workday unless excused by their Supervisor.
4. Educational Paraprofessionals, Prevention Initiative Home Visitors, Prevention Initiative Reflective and Administrative Supervisors, Family Community Educators, Certified Occupational Therapy Assistants, and Physical Therapy Assistants shall participate in all in-service activities, school improvement planning days, and half-day in-service days scheduled during their regular work days as defined in Article IV. G. 1.
5. Secretaries, Clerks and Technicians shall perform their duties and responsibilities during each work day as defined by their classification and work year. They shall attend in-service activities as assigned by their Supervisor on non-instructional days.
6. New Support Staff employees shall be provided a job description specific to their assignment at the time of employment and all previously hired Support Staff shall find the requirements for the current school year on the District 108 website under "Job Descriptions." These descriptions may include students with special needs, non-invasive medical needs, medical emergency needs and non-instructional responsibilities.
7. Only Educational Paraprofessionals assigned as personal assistants to special needs students may have medical responsibilities that may arise in an emergency situation. These Educational Paraprofessionals shall receive training before taking on any medical responsibility and shall be made aware of liability protection.
8. The Supervisor shall assign starting and ending times for all Support Staff provided that those times do not exceed the assigned number of hours of the Employee as per the contract.
9. Paid breaks
 - a. Within the work day of any Paraprofessional working in excess of 5 hours, there shall be 1 paid break of 15 minutes. The Supervisor shall collaborate with the Certified Staff member who oversees the Paraprofessional Staff member's work to establish a schedule for the break to be taken on typical school days. On any day, if required by student needs, the Certified Staff member may change the

time for the break to be taken. The break shall not be taken on any day on which nonstandard activities prevent scheduling a break during the Paraprofessional Staff member's scheduled hours.

- b. Within the work day for any other Support Staff member working in excess of 5 hours, there shall be 1 paid break of 15 minutes. The Supervisor shall establish a schedule for the break to be taken on typical school days. If required by program or office needs on any day, the Supervisor may change the time for break to be taken. The break shall not be taken on any day on which nonstandard activities prevent scheduling a break during the Support Staff member's scheduled hours.
- c. On days before Thanksgiving, Christmas, and Spring Break, Non-Certified Staff members may leave the work site 15 minutes after the dismissal of students. On such days, no building or District meeting shall be held.

H. EMERGENCY SCHOOL CLOSINGS

- 1. Notification procedure
 - a. When an emergency exists, notification of the closing of school shall be broadcast over appropriate radio and television stations and employees shall be notified by the District emergency call system as soon as possible, but no later than 7:00 a.m.
 - b. If it necessary to close schools due to inclement weather and/or other emergencies the use of e-Learning days will be determined at the discretion of the Superintendent or his/her designee as per Board Policy 6:20 and 4:170. Priority will be given to inform Employees of the use of an e-Learning day at the earliest possible time.
 - c. When an e-Learning day is used, Employees shall adhere to the guidelines outlined in the District's e-Learning Plan
- 2. School Closing/Leave Days
 - a. When all schools within the District are officially closed, no leave days previously arranged by an Employee shall be deducted, nor shall any Employee be required to be present when all of the students have left the school in which said Employee is located.
- 3. Bomb Threat Procedure
 - a. In all cases, when a school official has been notified of a bomb threat, response shall be guided by guidelines established by the Illinois State Board of Education, e.g., "The ISBE Multi-Hazard Emergency Planning for Illinois Schools and District Critical Incident Preparedness Manual."
 - i. Evidence of the threat shall be recorded, documented and preserved for later reference or use in legal proceedings.

- ii. The threat shall be reported to the police and to Central Office Administration.
- iii. The Unified Commander and Superintendent shall establish a Unified Command Center and shall assemble a bomb threat response team.
- iv. The Unified Commander and Superintendent shall assess the threat and determine whether to evacuate the building and when and how to perform the search.
- v. The school shall be officially closed until the Unified Commander and Superintendent declare an All Clear.
- vi. No District Employee shall be required to search for the bomb.

I. RECORDS

- 1. Deliberate falsification of records or application forms is grounds for discipline or dismissal at the discretion of the Board.

J. SPECIAL INSTANCES FOR ASSIGNING SUBSTITUTES

- 1. Paraprofessionals who are certified Teachers shall be assigned as substitute teachers only if no suitable substitute is available. Paraprofessionals so assigned shall receive the greater of Teacher substitute pay or their per diem wage with no loss of benefits for each day worked as a substitute.

K. OVERTIME

- 1. A Support Staff member required to work in excess of 40 hours per week shall be compensated at 1 ½ times the individual's rate of pay for each hour of overtime or 1 ½ hours of compensatory time for each hour of overtime. (Hour for hour compensation time for less than 40 hours). Compensatory time shall be subject to the provisions of the federal Fair Labor Standards Act. Except in an emergency, a 24 hour notice to the Support Staff member shall precede any overtime requirement.
- 2. Compensation for overtime for Support Staff shall be compensatory time unless otherwise mutually agreed upon with the Supervisor.
- 3. Scheduling of compensatory time shall be upon mutual agreement between the Support Staff member and the Supervisor, and must be used within the current school year.
- 4. Use of compensatory time is limited to no more than 2 consecutive days per occurrence.

ARTICLE V: EVALUATION OF CERTIFIED EMPLOYEES

A. PURPOSE

It is the primary purpose of this evaluation to improve instruction. The District shall comply with the Illinois State Board of Education rules and regulations regarding certificated employees' evaluation.

B. FREQUENCY

1. All non-tenured certified teachers shall be evaluated each school year until they are placed on tenured status.
2. All tenured certified teachers shall be evaluated at least once every three school years.

C. PROCEDURES

1. At the start of the school year, the school district shall provide to each teacher affected a written notice (either electronic or paper) that a performance evaluation will be conducted in that school year. The written notice shall include the district's expectations of the teacher and the evaluation procedure.
2. The evaluation plan shall include consideration of the teacher's competency in the subject matter, planning, instructional methods, classroom management and attendance. The categories of expectations include: Planning and Preparation, Environment, Instruction, and Professional Responsibilities. The specific criteria for each category of expectation are included in a rubric that shall be used to rate the teacher's performance.
3. The overall rating of the performance of the teacher on the Summative Evaluation shall be one of the following:
 - a. Excellent
 - b. Proficient
 - c. Needs Improvement
 - d. Unsatisfactory
4. Specifications as to the teacher's strengths and weaknesses, with supporting reasons for the comments, shall be included in the Summative Evaluation.
5. For each non-tenured teacher, a minimum of three observations shall be required each school year. Two of these observations shall be formal.
6. All formal observations shall include evidence of planning for the instruction provided by the teacher, formal observation by the evaluator, reflection by the teacher on the instruction, and feedback by the evaluator about the instruction.

7. If a tenured teacher received an “excellent” or “proficient” evaluation rating upon completion of his or her last evaluation cycle then a minimum of two observations are required in the next three year cycle. One of these observations shall be formal.
8. If a tenured teacher is rated as “needs improvement” after the completion of his or her evaluation cycle then a professional development plan shall be developed by the evaluator in consultation with the teacher. The professional development plan shall be created within 30 days of the completion of the evaluation cycle and implemented in the following school year. A minimum of three observations shall be required. Two of these observations shall be formal.
9. If a tenured teacher received an “unsatisfactory” rating after the completion of his or her evaluation cycle, then the district shall commence with the development of a remediation plan designed to correct the deficiencies cited. The remediation plan shall be created within 30 days of the completion of the evaluation cycle and be consistent with 105 ILCS 24A of the School Code.
10. If areas of concern arise, written notice shall be given to the teacher in sufficient time to address and improve identified concerns.

11. Summative Conference

Summative evaluation conferences will be conducted 45 days prior to the end of the official school year calendar for all evaluated staff.

The teacher shall be provided with a written copy of the Summative Evaluation Form, and the narrative at the summative evaluation conference. The evaluator will provide clarity to the written document. The teacher’s initials on the Summative Evaluation Form will indicate receipt of the document.

The teacher shall have the right, and is encouraged to respond to the narrative in writing within ten (10) school days of the meeting. The teacher will present the response to the evaluator and will be able to note on the Summative Evaluation Form if a response is attached. The teacher will receive a completed, signed copy of the evaluation and response documents as placed in the personnel file.

12. Personnel File: The Summative Evaluation Form, the narrative, and any written response shall be filed in the personnel file within 10 days of being received by the office of the Director of Human Resources.
13. Signature: The signature indicates that both parties have seen, but not necessarily agreed with, the contents of the evaluation.
14. Remediation (For Tenured Staff Only) (105 ILCS 24 A of the School Code)
15. Qualified Evaluator: Article 24A-2.5 of the School Code defines an “evaluator” as an administrator who has fulfilled all applicable pre-qualification and retraining requirements.

D. CONFORMANCE WITH THE PERFORMANCE EVALUATION REFORM ACT

1. In conjunction with the Education Association of Pekin (EAP), the District shall maintain a PERA Joint Committee which shall serve as the decision-making vehicle for the establishment of a valid and reliable evaluation system for employees who hold a professional educator's license in accordance with Part 50 Rules of the Illinois Administrative Code.
 - a. The PERA Committee shall consist of an equal number of members representing the Board/Administration and the Association. The Committee will have the option of selecting facilitators to assist it in its decision-making process. The Board/Administration and Association may bring additional consultants or personnel to Committee meetings, but such individuals shall not participate in the decision-making process.
 - i. Decisions by the PERA Committee shall be based on a consensus of the members of the committee. If the PERA Committee cannot reach consensus, then the District will implement the components of the State Plan for which consensus has not been reached, in accordance with the State's Performance Evaluation Advisory Council.
 - ii. The Committee will finalize the design, evaluation tools and procedures to be used under the PERA program. This will include tools for the evaluation of teacher effectiveness, inclusion of a growth model, and other such evaluative tools as are appropriate under the PERA guidelines. The Committee shall have the responsibility of monitoring the effectiveness of the plan and recommending adjustments to the Board/Administration and Association. The Committee can also obtain and plan for training of employees on aspects of the plan.

The Committee will monitor the established appeals process for Unsatisfactory Evaluations in accordance with Public Act 101-0591 and recommend any adjustments to the Board/Administration and Association.

E. GRIEVABILITY

The parties hereto agree that the procedure for evaluation identified herein shall be subject to the grievance process of Article X, but that the substance of teacher evaluation, if not false, shall not be subject to the requirements of Article X.

ARTICLE VI: EVALUATION OF SUPPORT STAFF MEMBERS

A. *PURPOSE*

1. To assist the individual support staff employee in identifying accomplishments as well as to provide assistance for growth when needed.
2. To establish procedures for evaluating support staff employees based upon the quality of individual performance.

B. *FREQUENCY*

1. All support staff members will be evaluated every two years.
2. Current procedures in place regarding Article III D. *Support Staff Probation* remain in place and unaffected by this Article.

C. *PROCEDURES*

1. Review of Expectations
 - a. A review of the District Expectations related to: Job Knowledge, Time Management, Quality of Work, Initiative, Adaptability, Dependability, Attendance, Attitude & Ability to Relate to Others, Confidentiality, and District & Building Procedures will be conducted prior to October 1st by the evaluator with those being evaluated that school year.
2. Progressive Evaluation
 - a. Evidence collected to support ratings in the final evaluation document will be obtained through informal observations made by the evaluator throughout the school year.
 - b. If areas of concern related to performance arise during the school year, written notice will be given to the support staff member by their evaluator in sufficient time to address and improve identified concerns.
3. The Evaluator will provide the following by May 15th of the school year in which the support staff member is scheduled to receive an evaluation:
 - a. Completed Support Staff Performance Evaluation assigning a ranking of “Meets Expectations,” “Needs Improvement,” or “Does Not Meet” to each of the following categories: Job Knowledge, Time Management, Quality of Work, Initiative, Adaptability, Dependability, Attendance, Attitude & Ability to Relate to Others, Confidentiality, and District & Building Procedures.
 - b. An evaluation meeting to provide clarity to the written document.

The staff member will have the right, and is encouraged to respond to the evaluation in writing within ten (10) school days of the meeting. The staff member will present the response to the supervisor and will be able to note on the Support Staff Performance Evaluation if a response is attached. The employee will receive a completed, signed copy of the evaluation.

4. Personnel File

- a. The Support Staff Performance Evaluation and any written response shall be filed

in the personnel file within 10 days of being received by the office of the Director of Human Resources.

5. Signature

- a. The signature indicates that both parties have seen, but not necessarily agreed with, the contents of the evaluation.

6. Qualified Evaluator

- a. Only qualified evaluators will evaluate support staff employees. A qualified evaluator refers to those professional employees who are required to hold a supervisory or administrative certificate in accordance with Article 21 or Section 34-83 of the School Code, and who have been approved as evaluators by the Pekin Public Schools District #108 Board of Education.

D. GRIEVABILITY

The parties hereto agree that the procedure for evaluation identified herein shall be subject to the grievance process of Article X, but that the substance of staff member evaluation, if not false, shall not be subject to the requirements of Article X.

ARTICLE VII: REDUCTION IN FORCE (RIF)

A. CERTIFIED STAFF

1. Procedure

- a. The Board shall follow Reduction in Force Guidelines pursuant to PA 097-0008 (Senate Bill 7).
- b. In the case of a reduction in professional staff members, the sequence of dismissal shall occur in accordance with the School Code. Each teacher shall be categorized into one or more positions for which the teacher is qualified to hold, based upon legal qualifications and any other qualifications established by the District job description, on or before the May 10 prior to the school year during which the sequence of dismissal is determined. Within each position and subject to agreements made by the joint committee on honorable dismissals that are authorized by subsection (c) of 24-12 of the School Code, the District shall pursuant to subsection (b) of 24-12 of the School Code establish four groupings of teachers qualified to hold the position.
- c. Among teachers qualified to hold a position, teachers must be dismissed in the order of their groupings with teachers in grouping one dismissed first and teachers in grouping four dismissed last. Within grouping one, the sequence of dismissal shall be at the discretion of the School District. Within grouping two, the sequence of dismissal shall be based upon average performance evaluation ratings, with the teacher or teachers with the lowest average performance evaluation rating dismissed first.
- d. A teacher's average performance evaluation rating shall be calculated using the average of the teacher's last two performance evaluation ratings, if two ratings are available, or the teacher's last performance evaluation rating, if only one rating is available, using the following numerical values: 4 for Excellent; 3 for Proficient; 2 for Needs Improvement; and 1 for Unsatisfactory. As between or among teachers in grouping two with the same average performance evaluation rating and within each of groupings three and

four, the teacher or teachers with the shorter length of continuing service with the District shall be dismissed first.

2. Seniority List Procedure

- a. Tenured reductions shall be based upon seniority lists established annually by the Superintendent.
- b. By October 1 of each year, the Superintendent shall publish a draft seniority list to the Association and Board.
- c. Association members may challenge alleged errors in the list between October 1 and December 1, after which the Superintendent shall publish a revised list.
- d. Association members may continue to challenge alleged errors until the Board takes action to reduce Certified Staff positions.
- e. In order to automatically qualify for addition on a list, the Certified Staff member must be certified and qualified according to Illinois State Board of Education standards and meet Every Student Succeeds Act (ESSA) requirements for the subject or program. It shall be the Certified Staff member's responsibility to obtain validation of his or her Illinois State Board of Education qualifications and ESSA status.
- f. The Communications Committee shall maintain the categories by which Certified Staff seniority shall be determined. The categories shall reflect all licensure categories identified by the Illinois State Board of Education in compliance with ESSA.
- g. The list of categories shall be reviewed by the Communications Committee each year.

3. Recall Procedures:

- a. If the District has any vacancies for the following school term or within one calendar year from the beginning of the following school term extending up to October 31, the positions thereby becoming available shall be tendered to the certified staff member(s) so removed or dismissed who were in groupings three or four of the sequence of dismissal and are qualified to hold the positions, based upon legal qualifications and any other qualification established in the District job description, on or before the May 10 prior to the date of the positions becoming available,
- b. If the number of honorable dismissal notices based on economic necessity exceeds 15% of the number of full-time equivalent positions filled by certified employees (excluding principals and administrative personnel) during the

preceding school year, then the recall period is for the following school term or within two calendar years from the beginning of the following school term.

- c. Among teachers eligible for recall pursuant to 3.a and 3.b above, the order of recall must be in inverse order of dismissal.
- d. Failure to respond within twenty (20) calendar days after the mailing of the Board's letter of recall sent by registered or certified mail to the professional staff member's address on file within the District recalling such professional staff member, shall result in termination of the professional staff member's rights of recall hereunder.
- e. A Certified Staff member may accept or refuse a lesser position and still retain recall rights. A lesser position shall mean any position less than a full time position.

4. Clarification of Seniority

- a. District Seniority
 - i. Seniority shall be defined as the length of a regularly employed tenured Certified Staff member's continuous service within the District. The maximum years of seniority that may be granted for non-tenured service is 4 years.
 - ii. A full year's service shall be granted if full-time employment either begins prior to November 1 and works to the end of that school year or works on any 160 days in that school year, and for each year of full-time uninterrupted employment within the District thereafter.
 - iii. A full year's service shall be granted if 160 days of continuous service is worked by a Certified Staff member during a school term when granted an unpaid leave of absence.
 - iv. A half year of seniority shall be granted to a Certified Staff member if either:
 - (a) The total days worked in a year by a part time Certified Staff member converted on a pro-rata basis equals at least 80 continuous days, or
 - (b) At least 80 continuous days were worked by a Certified Staff member during a school year when granted an unpaid leave of absence.

- (c) Nothing in this subparagraph limits the District's ability in RIF situations to release from employment non-tenured Certified Staff without cause as allowed by law.

v. There shall be no retroactivity of these provisions.

5. Equal District Seniority

- a. In the order indicated, the following criteria shall be used to reduce the Certified Staff when 2 or more tenured Certified Staff members have equal District seniority. The next step shall be used to determine where the reduction shall be made.
 - i. Education (most advanced horizontal lane).
 - ii. Most approved credits beyond the bachelor's degree.
 - iii. Recommendation of Superintendent and appropriate administrators.

B. SUPPORT STAFF

1. RIF Procedure

- a. Should the Board deem it necessary to reduce the number of Support Staff members or hours in any category, persons within that category will be laid off or reduced in hours in reverse order of seniority and shall be notified 30 days before the effective day of the layoff.

2. Seniority List Procedure

- a. Reduction shall be made according to these conditions based upon the seniority list established annually by the Superintendent.
- b. By October 1 of each year, the Superintendent shall publish a draft seniority list to the Association and Board.
- c. Association members may challenge alleged errors in the list between October 1 and December 1, after which the Superintendent shall publish a revised list.
- d. Association members may continue to challenge alleged errors until the Board takes action to reduce Support Staff positions.
- e. The published seniority list shall reflect the starting date of employment.
- f. Seniority lists for Permanent Support Staff members shall be established in the following classifications and categories.

- i. Classification: Secretary
 - ii. Classification: Educational Paraprofessional
 - (a) Categories:
 - 1. Learning Center Paraprofessional
 - 2. All other Educational Paraprofessionals
 - iii. Classification: Clerk
 - iv. Classification: Technician
 - v. Classification: Prevention Initiative Home Visitor
 - vi. Classification: Family Community Educator
 - vii. Classification: Certified Occupational Therapy Assistant
 - viii. Classification: Physical Therapy Assistant
 - ix. Classification: Prevention Initiative Reflective and Administrative Supervisor
3. Recall Procedure
- a. For 1 calendar year after layoff, recall shall be based upon seniority within a classification or, when applicable, category.
4. Clarification of Seniority
- a. Seniority for Permanent Support Staff shall be based upon continuous years of service to the District within each classification. Support Staff members shall accumulate seniority for continuous years of service within the classification on which they are currently employed and in any category within which they have been continuously employed. Seniority may not transfer from one classification to another, but may transfer from one category within the same classification provided that the Support Staff member has worked within that classification or, when applicable, category.
 - b. Any Permanent Support Staff member working 90% of the work days in a year shall be granted one year's seniority. Any Support Staff member working more than 40% but less than 90% of the work days in a year shall receive $\frac{1}{2}$ year of seniority. Any Support Staff member working less than

60% of a full day for the classification or, when applicable, category shall be granted $\frac{1}{2}$ year seniority credit. Sixty percent of a work day shall be given 1 full year of seniority.

5. Equal District Seniority

- a. The following criteria in the order indicated shall be used to reduce Permanent Support Staff when two or more members have equal district seniority.

- i. Starting date of employment

- ii. Recommendation of Superintendent

- iii. By lots

6. Seniority Retained

- a. When transferring to another classification, seniority shall be retained in the previous classification and categories. From that point forward seniority shall accrue only in the new classification.

ARTICLE VIII: COMPENSATION AND FRINGE BENEFITS

A. SALARY AND WAGE SCHEDULES

1. See Memorandum of Understanding for the summary of salary schedules and consumer price index guidelines.
2. See Appendix A for Certified Staff members' salary schedules.
3. See Appendix B for Support Staff members' wage and salary schedules.

B. PAY PERIODS

1. Result of IRS deferred compensation rules for 2008, each employee shall be paid on a twice monthly basis (i.e., the 10th and 25th of each month) beginning with the August 25 pay period and shall be paid in twenty-four (12 month) equal installments.
2. In accordance with IMRF Retirement/Pension payment procedure, Support Staff in their final year of employment, retiring under IMRF shall receive gross pay over twenty (10 month) equal installments.

C. DEDUCTIONS-DOCK DAYS

1. For the purpose of making deductions from a yearly salary because of a Certified Staff member's absence from duty, a day's pay shall be considered to be 1/180th of the work year salary. Support Staff members shall have deductions based upon hours absent.

D. PAYROLL DEDUCTIONS

1. The Board shall deduct for the following if properly authorized:
 - a. Taxes: The deduction shall be made with each pay period.
 - b. United Way: The deduction shall be made with each pay period commencing on the first pay period in November and ending with the first pay period in June.
 - c. Credit Unions (deducted twice a month).
 - i. Tazewell County School Employees Credit Union
 - ii. IEA Credit Union
 - d. Tax Sheltered Annuities: There shall be six 403-B/457 providers that comply with IRS Revenue 403-B code. The District and Association shall each place 3 providers on the list. The list shall be reviewed annually by the Communications Committee. Existing 403-B plans shall continue until the

employee owning the plan terminates the plan, unless the plan does not comply with IRS Revenue 403-B code. The deduction shall be made twice monthly.

- e. Professional Dues and Fees: The deduction shall be made with each pay period commencing with the first pay period in October and ending with the first pay period in June.
- f. Individual and Dependent coverage for the major medical insurance: The deduction shall be made twice monthly.
- g. Teachers' Retirement System: The deduction shall be prorated over the pay periods commencing with the first pay period of the school year and ending with the first pay period of June.
- h. 2.2: Deductions may be made to pay contributions to 2.2 retirement costs. The deduction shall be made twice monthly.
- i. Voluntary Limited Section 125 Flexible Benefit and Supplemental Insurance Plans: Participation requirements and contribution procedures shall comply with procedures of the identified program.
- j. Teachers' Retirement System (TRS) Supplemental Savings Plan (SSP): Participation requirements and contribution procedures shall comply with TRS rules and regulations.

E. CHANGES IN PAYROLL DEDUCTIONS

1. Changes in payroll deductions shall be made with two weeks' written notice on forms provided by the Business Office.

F. SUPPLEMENTAL JOBS

1. The supplemental pay schedule shall be set forth in Appendix C which is attached to and incorporated in this agreement. Employee volunteers shall be sought for extra duty assignments. When no acceptable volunteers exist, the positions may be filled from outside the bargaining unit. As a last alternative an employee may be assigned to a supplemental pay position and such assignment shall be reviewed annually.
2. Stipends for mentoring and approved district level committee work shall be paid at the hourly stipend rate established annually by the Board of Education.
3. Supplemental pay shall be added to the employee's salary and shall be paid in the paycheck each period, with the exception of basketball and volleyball supervision.

G. INSURANCE

1. Each employee regularly assigned 30 hours or more per week shall be eligible for medical and dental coverage under the District's group policy. Any premium increase during this agreement shall be picked up by the Board not to exceed 10% of the current premium cost. Dependent coverage for eligible employees shall be available with the Board paying 50% of the premium. The Board and Association shall work together to keep a 10% cap on insurance costs. (This paragraph is to be interpreted consistently with Arbitrator McAllister's ruling, February 2002, available online at http://www.pekin.net/pekin108/superintendents_office/board_of_education/contract/index.html with particular attention to pages 11-12.)
2. Each employee shall be provided with \$20,000 term life insurance with accidental death and dismemberment for the duration of this Agreement: Premium to be paid by the Board.
3. The Board provides Voluntary Limited Section 125 Benefit Plans.
4. The Board provides a limited disability benefit in coordination with the employee retirement systems.
5. Upon retirement, Association members may remain in the District insurance group at District rates, except Certified Staff who exercise the District Early Retirement plan.

H. RETIREMENT CONTRIBUTIONS

1. Certified Staff
 - a. The Board shall, in addition to a Certified Staff member's salary and supplemental pay, contribute to the Teacher Retirement System (TRS) an additional amount of 0.8% to be applied to the Teacher Health Insurance Supplement (THIS). Teachers shall assume any additional costs assessed by TRS.
 - b. The Board shall, in addition to a Certified Staff member's salary and supplemental pay, contribute to the Teacher Retirement System (TRS) an additional amount of 9.4% (Compounded to approximately 10.3753%). Certified Staff members shall assume any additional costs assessed by TRS.
2. Support Staff Members
 - a. According to the authority granted by the Pension Reform Act of 1974-section 414(h) (2) of the Internal Revenue Code and Public Act 81-5136.111 Revised Stat. 1981, Chapter 108 1/2, Par. 7-173.2, the Board of Education agrees to pay

in addition to the wage/salary shown on Appendix B, the full support staff member contribution to the Illinois Municipal Retirement Fund (IMRF) on behalf of each eligible support staff member as a tax sheltered direct contribution. 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. Any changes shall be consistent with (IMRF) provisions.

I. EARLY RETIREMENT INCENTIVE

1. The Board shall offer an early retirement incentive to all Employees who are eligible to retire within specific conditions without any penalties to the District. See Appendix D.

J. MEDICAL EXAMS

1. The employer shall pay costs when an additional physician's certificate or second opinion is required by the employer from a physician of the employer's choosing to provide evidence of fitness for work.

K. ADVANCE ON SALARY SCHEDULE

1. Lateral movement on the Certified Staff salary schedule shall occur with the first payroll of each school year or the middle plus one pay period.
2. Vertical movement on the Employee's salary schedule shall occur with the first payroll of each school year or the middle plus one pay period.
3. Upon proper written approval by the Superintendent or his designee, or without approval in the case of the District 108 Professional Development Academy, 1 semester hour credit applicable to the salary schedule shall be granted to a teacher who attends a workshop involving 15 hours of classroom time when university or college credit is not given by the sponsoring organization.
4. Full time certified Staff members who work 160 days or more shall advance 1 vertical step on the salary schedule; those who work 80 days but less than 160 days shall advance ½ vertical step, and those who work less than 80 days shall not advance on the salary schedule.

L. SALARY DEFINITIONS (SUPPORT STAFF)

1. Experience credit shall be based upon continued service in the Support Staff member's classification.
2. Those employed on a daily basis, but less than full time hours per day, shall be paid pro-rata on the next vertical step if they have worked at least 90% of the previous contract year.

3. No Support Staff member shall suffer an hourly loss of pay when transferring into another category with a higher hourly rate of pay.

M. ATTENDANCE INCENTIVE

1. Certified Staff members who have 1 or less day of absence during a semester shall receive an incentive payment of \$75 to be paid within 30 days of the end of the 1st semester and by June 30 following the 2nd semester. A semester shall be defined as 90 school calendar days. Personal leave days and approved professional leave days shall not count against attendance.
2. Support Staff members who have 1 or less day of absence during a semester shall receive an incentive payment of \$65 to be paid within 30 days of the end of the 1st semester and by June 30 following the 2nd semester. A semester shall be defined as 90 school calendar days. Personal leave days and approved professional leave days shall not count against attendance.
3. Any Certified staff member or Support Staff member who has perfect attendance during both semesters shall receive an additional incentive payment of \$100.00 to be paid by June 30.
4. Any Certified staff member or Support Staff member who has two or less days of absence, excluding personal leave days or professional days for the entire school year, shall be awarded an additional personal leave day for the following school year.

N. TUITION REIMBURSEMENT, SALARY SCHEDULE ADVANCEMENT AND WAIVERS

1. The District and Association encourage employees to continue their education so as to improve the instructional environment of the District. The Superintendent shall apply the guidelines listed below to approve or deny course credits for reimbursement or advancement on the salary schedule. At the Superintendent's sole discretion, one or more guidelines may be waived.
 - a. No more than 15 credit hours earned in any calendar year may be applied toward tuition reimbursement or advancement on the salary schedule.
 - b. Tuition reimbursement or advancement on the salary schedule shall be awarded only for credits earned with a grade of C or better. A grade of "pass" or "credit" shall not be accepted as a C or better.

- c. Hours applied for advancement on the Certified Staff Salary schedule at the M+15 or M+30 levels must be earned after the master's degree is completed.
- d. Advancement on the salary schedule shall be awarded retroactively for all applications submitted with the required proof within 6 months of the completed coursework. All other applications shall become effective upon submission of proof.

2. Certified Staff

- a. All hours of credit for tuition reimbursement, tuition waiver, or for advancement on the salary schedule shall be earned from either a state university in Illinois or an institution identified on a list to be set by the Communications Committee, and must meet one of the following conditions:
 - i. Completed courses that the awarding college or university will accept in an accredited graduate degree program. The course must be considered graduate level, appear in the University's graduate catalog, and not be considered Professional Development or Continuing Education.
 - ii. Completed courses that the Illinois State Board of Education will accept toward licensure or an endorsement.
 - iii. A course offered through the District 108 Professional Development Academy.
- b. Request for credit for tuition reimbursement, tuition waiver or for advancement on the salary schedule from universities other than those on the approved list set by the Communications Committee shall be considered for approval. Requests shall be submitted prior to December 10 for the winter term, May 10 for the summer term, and August 10 for the fall term and must meet one of the following conditions:
 - i. Completed courses that the awarding college or universities will accept in an accredited graduate degree program. The course must be considered graduate level, appear in the University's graduate catalog, and not be considered Professional Development or Continuing Education.
 - ii. Completed courses that the Illinois State Board of Education will accept toward licensure or an endorsement; either directly or via reciprocity.

- c. All tuition waivers available from the District waiver bank for approved course work shall be used before reimbursement is granted.

3. Support Staff

- a. All hours of credit for tuition reimbursement shall be earned from either a state university or junior college in Illinois or an institution or junior college identified on a list to be set by the Communications Committee, and must meet one of the following conditions:
 - i. Completed courses that improve skills related to the Support Staff member's assignment or job description.
 - ii. Completed courses that the awarding junior college or university shall apply towards an associate degree in education or bachelor's degree in education.
 - iii. A course offered through the District 108 Professional Development Academy.

4. Tuition Reimbursement Amounts for Employees

- a. The maximum rate of reimbursement per credit hour for approved credits that qualified under the above guidelines shall be 80 percent of the rate per credit hour at Illinois State University. Reimbursement will never exceed the actual tuition expense.

5. Tuition Reimbursement Process for Employees

- a. Applications for tuition reimbursement, tuition waivers or salary schedule advancement must be submitted to the Director of Human Resources on or before the following dates:
 - i. Fall Term: August 15
 - ii. Winter Term: December 15
 - iii. Summer Term: May 15
- b. Tuition reimbursements shall be paid only upon submission of the following within 6 months of completing the coursework:
 - i. Grade slip or transcript indicating the course work is completed at a grade of C or better, and
 - ii. Receipt for the cost of credit hours not covered by a tuition waiver.

- c. Salary schedule advancement shall be awarded only upon submission of the following:
 - i. A completed application for advancement on the salary schedule, and
 - ii. Either a grade slip or transcript indicating the course work is completed at a grade of C, or if applicable a transcript showing that a master's degree has been earned.
- 6. Tuition Waivers for Employees
 - a. Tuition waivers shall be used for graduate work in the university or college that supplies them. The existence or lack of tuition waivers shall not limit an Employee's choice among state universities and universities or schools identified by the Communications Committee.
 - b. Tuition waivers administered by the District shall be distributed to the Certified Staff members designated in the university's waiver documentation. The designated Certified Staff member shall reserve the waivers for their own use or return them to the District. If the university rules allow, the District shall assign the returned waivers to Certified or Support Staff that have a teaching certificate and who are endorsed to teach in a K-8 district and submit approved course requests.
 - c. The supply of tuition waivers for any university shall be exhausted before tuition reimbursement shall be paid for courses at that university.
 - d. If course requests exceed the number of tuition waivers available for any university, then the requesting staff members' names shall be drawn randomly to assign waivers at the rate of one per course request. The process shall be repeated, awarding multiple waivers if allowed by each university's rules for its waivers, until the supply of waivers for that university is depleted.
 - e. Tuition waivers shall be awarded one hour before the end of business on the last submission dates as listed above for each school term.
 - f. All credit hours not paid for by tuition waivers shall be reimbursed in accordance with the reimbursement provisions above in this section.
- 7. The Board shall pay eligible teachers \$100 for each credit hour of district course work completed. Eligible employees are defined as those in the BA30 or MA30 columns of the salary schedule and not in a degree program. Credit hours shall be

defined as one (1) hour completed for every fifteen (15) clock hours of direct instruction.

8. The Board shall pay a stipend equivalent to \$56 to any support staff employee required to take District provided course work outside regular work hours.

O. DIRECT DEPOSIT

1. All payrolls shall be in the form of direct deposit via electronic medium. All Employee payroll information and documentation shall be available on demand electronically through the Employee Access portal via the District's financial management system (Skyward).

P. MILEAGE REIMBURSEMENT

1. Mileage shall be reimbursed at the IRS standard mileage rate for business.

ARTICLE IX: LEAVES

A. *SICK LEAVE*

1. Employees shall not receive payment for time lost by absence except for personal illness, quarantine, or serious illness or death of a relative. Attendance at the funeral of a relative or a close friend shall be considered sick leave when approved by the immediate supervisor.
2. An employee may request to use one sick leave day per school year for an absence caused by an unpredicted extraordinary event. This provision shall be applied only when no personal leave days are available to the employee and the absence is approved by the superintendent.
3. All Employees shall be granted sick leave on the following basis:
 - a. In each of the first 5 years of employment in District 108, there will be granted 13 days of sick leave.
 - b. In each of the 6th, 7th, 8th, 9th, and 10th years of employment in District 108, there will be granted 15 days of sick leave.
 - c. In each year after 10 years of employment in District 108, there will be granted 20 days of sick leave.
 - d. Sick leave for Certified staff may accumulate to 360 days including the current year's allotment.
 - e. Sick leave for Support Staff may accumulate to 190 days including the current year's allotment. For retirement purposes only, sick leave for Support Staff may accumulate to 241 days including the current year's allotment. Upon request of the Employee, the Board agrees to assist those current Employees who have reached their maximum sick leave accumulation to identify and apply for retirement purposes only days lost because they had reached the 190 day maximum. Any day so identified, shall be applied for retirement purposes only. The total accumulated sick leave days will be reported to each Support Staff member as part of the annual update.
 - f. Pregnancy shall be treated as any other illness/disability. At the option of the employee, the Board shall presume disability of a pregnant employee for a period commencing before the due date of the employee based on written verification by the attending physician and extending no more than a total of six weeks after the delivery. The presumed period of disability may be extended for additional days after the end of pregnancy based upon written verification by the attending physician that the employee is disabled as a result

of the pregnancy. Also see Article VIII. C. and E.

4. Any employee on sick leave shall be entitled to and shall receive all benefits as if she or he were regularly employed.
5. Workers Compensation: Compensation during absence due to injury or illness incurred in the course of the bargaining unit employee's employment shall be administered by the provisions of Workers Compensation Law.

B. PERSONAL LEAVE

1. An aggregate of 2 non-cumulative personal leave days per year shall be granted to each Employee. Personal leave days shall be used for emergencies or to transact personal business that cannot be conducted during non-school hours or non-school days. A minimum notice of 48 hours shall be given for the use of personal leave.
2. No personal leave shall be taken during the first and last five work days of an Employee's work year. Personal leave shall be allowed before and/or after holidays. The limits for personal leave use are as follows: The intermediate schools, junior high schools, and two largest primary schools shall be limited to four employees per building per day. The four smaller primary schools and preschool shall be limited to 2 employees per building per day. The above restrictions may be waived if approved by the administration.
3. Up to one unused personal leave day may be rolled over to the following school year. In the event an Employee has two unused personal leave days the second unused day shall accumulate as sick leave. At no time and under no circumstance will an Employee accumulate more than 3 personal leave days in a school year. Personal leave days in excess of three per year shall accumulate as sick leave.
4. Personal leave days will take precedence over professional leave.

C. FAMILY MEDICAL LEAVE

1. Each "eligible" employee as defined within the Family Medical Leave Act (FMLA) shall be entitled to a family or medical leave of absence which shall be defined as an approved absence available to eligible employees for up to 12 weeks of unpaid leave per 12 month period (measured from September 1 through August 31). Leave may be taken for those qualifying events identified within the Family Medical Leave Act. (See BOE Policy 5:185 Family and Medical Leave.)
2. Inquiries related to FMLA should be directed to the Director of Human Resources.
3. If an Employee is entitled to paid leave, without limitation, a pregnancy related disability, the Employee may take the paid leave during the term of the family

medical leave, however the combination of paid leave and family medical leave may be extended beyond 12 weeks only at the discretion of the Board. Reduced, altered, or intermittent work schedules may be accommodated as provided in the Act. The limitations placed on length of leave by this Section shall not in any way affect the length of other leaves which may be available.

4. Spouses who are employed by the District are entitled to a combined total of 12 weeks of leave for the birth or adoption of a child or for the care of a sick parent.
5. When the need for leave is foreseeable, such as the birth or adoption of a child, or planned medical treatment, the Employee must provide reasonable prior notice not less than 30 days prior to the leave, and make efforts to schedule leave so as not to disrupt the District's operations. In case of illness, the Employee shall report periodically on his or her leave status and intention to return to work.
6. For purpose of this Family Medical Leave only, an Employee on an unpaid portion of a family or medical leave of absence shall continue to receive group insurance benefits for up to a total of 12 weeks, unless extended at the Board's discretion, at the level and under the conditions that the coverage would be provided if the Employee had continued working and had not taken leave. In the event that an Employee elects not to return to work upon completion of an approved, unpaid leave of absence, the Employee must reimburse the District for the cost of any payments made to maintain the employee's coverage, unless the failure to return to work was for reasons beyond the Employee's control.

D. BEREAVEMENT LEAVE DAYS

1. The Family Bereavement Leave Act (FBLA) is an amendment to the Child Bereavement Leave Act (CBLA) that expands leave time requirements to cover pregnancy loss, failed adoptions or surrogacy agreements, unsuccessful reproductive procedures, and other diagnoses or events negatively impacting pregnancy or fertility. The FBLA also requires employers to provide leave time after the loss of family members previously not covered by the CBLA, including spouses, domestic partners, siblings, grandparents, and stepparents.

Employees may take up to two weeks, or 10 working days, of unpaid leave time for any of the events covered by the FBLA to grieve, to attend a funeral, or to make arrangements necessitated by the death of the family member. The District may require reasonable documentation to certify that an employee requesting FBLA leave experienced an event covered by the Act, but employees are not required to identify the specific event that qualifies them for the leave. Reasonable documentation includes death certificates, published obituaries, and documentation from an adoption or surrogacy organization.

Inquiries related to FBLA and eligibility should be directed to the Director of Human Resources.

E. PROFESSIONAL LEAVE DAYS

1. Employees may be granted professional leave days to attend workshops, conferences, and seminars.
2. Teachers working toward National Board Certification, or renewing existing National Board Certification may be granted two professional leave days per school year to conduct related professional activities during the certification/recertification period. The certification/recertification period shall be limited to three school years and the total number of professional leave days available during this period is limited to six. The employee must provide evidence of participation in the National Board Certification program prior to being granted professional leave days.
3. Requests for leave shall be in writing and directed to the Superintendent or his/her designee. Reimbursement for travel, lodging, and fees will be subject to approval by the Superintendent or his/her designee.

F. OTHER LEAVES OF ABSENCE

1. Leaves of absence may be granted without pay to Employees who desire to return to employment in a similar capacity at a time mutually consistent with the needs of the District and the value of continued employment to the District as determined by the Board.
2. Each approved leave of absence shall be of the shortest possible duration required to meet the purpose for the leave consistent with a reasonable continuity of instruction for students or needs of the District. Leaves of absence may be granted to Employees according to the following conditions:
 - a. Dates of departure and return must be acceptable to the Administration.
 - b. Written requests for leave of absence shall be subject to approval by the Board.
 - c. Leaves of less than 1 month need only the Superintendent's approval.
 - d. Employees may continue insurance benefits if they reimburse the District for any pro-rata costs of benefits for which they apply insofar as the insurance policy provision for leaves of absence will allow or as may be coordinated with Family Medical Leave. Employees on partial year unpaid leave of absence shall have the employer paid portion of their health insurance premium paid pro-rata.
 - e. Advancement on the salary schedule shall be pursuant to Article VII. J. and K.
 - f. Employees on approved leaves will retain seniority. A year's seniority will be

granted for the year of the leave if at least 160 days were worked and a half year if at least 80 days were worked. Seniority earned shall be pursuant to Article VI.A.4 and Article VI.B.4.

- g. Failure of the Employee to notify the District of intention to return at least 60 days before the end of the year or the semester prior to resuming duties will be considered as a resignation from continued contractual service, thereby removing the Board's obligation to re-employ.
- h. Leaves may be granted for:
 - i. Advanced study leading to a degree in an approved university
 - ii. Educationally related travel if the applicant provides an itinerary and an explanation of how much such travel will improve the educational program
 - iii. Military service
 - iv. Child Care Leave (This leave may be used in conjunction with sick leave or Family Medical Leave.)
 - v. Sick leave may be used for periods of pregnancy related disability as provided in Article VIII A. 2. h.
- i. Upon request an unpaid leave of absence for child care shall be granted to commence at the termination of disability, as verified by the attending physician. The leave will terminate 1 year from the date of delivery or the end of the grading period, whichever occurs last.
- j. In all other cases such as adoption, an employee shall be granted an unpaid child care leave, the duration of which shall be as mutually agreed between Administration and the Employee with due consideration for natural breaks in the school year, but in no event for a period longer than one calendar year.
- k. Other reasons acceptable to the Board, which will improve the educational Program in the District.

G. ABSENCE LESS THAN A FULL DAY

1. Consistent cut off times for half day absences for Certified Staff members have been established at each level in District #108.
2. It was agreed that consistent times would help alleviate confusion regarding reporting and ending times for Certified Staff members and Substitutes.

- a. The half day cut off times for Certified Staff are as follows:
 - i. Preschool Family Educational Center: 12:00 p.m. (Noon)
 - ii. Primary Schools: 12:00 p.m. (Noon)
 - iii. Intermediate Schools: 11:15 a.m.
 - iv. Junior High Schools: 11:30 a.m.
3. Other Employees shall have absences calculated based upon the Employee's scheduled work hours per day. Due to the individualized nature of the Support Staff positions, the Supervisor at each building site shall communicate half day absence reporting and ending times for individual Support Staff Employees.
 - a. 7.5 Hour Employees: Half day absences should equal 3 hours and 45 minutes
 - b. 7.0 Hour Employees: Half Day absences should equal 3 hours and 30 minutes
 - c. 6.5 Hour Employees: Half day absences should equal 3 hours and 15 minutes
 - d. 5.75 Hour Employees: Half day absences should equal 2 hours and 50 minutes.

H. COMPULSORY COURT APPEARANCES

1. There shall be no loss in salary because of absence due to jury duty or pursuant to subpoena issued by the clerk of a court to serve as a witness upon trial or to have a deposition taken in any school related matter pending in court. The Employee shall submit to the Business Office a court verification form and a personal check for the amount received for the court duty daily stipend. The Employee shall keep all mileage reimbursement paid by the court.

I. INCLEMENT WEATHER AND EMERGENCY CLOSINGS

1. If an Employee is unable to report for work due to inclement weather, the lost time may be made up at the discretion of the Supervisor.

ARTICLE X: GRIEVANCE PROCEDURE

A. DEFINITION OF GRIEVANCE

1. Any claim by the Association, any Employee, or group of Employees that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement may constitute a grievance.

B. CLASS ACTION GRIEVANCE PROCEDURE

1. Class Action Grievances involving 1 or more Employees shall be stated as such in writing and filed by the Association at Step Three.

C. INDIVIDUAL GRIEVANCE PROCEDURE

1. Step One

- a. An attempt shall be made to resolve any complaint in an informal verbal discussion between the Employee and Supervisor.

2. Step Two

- a. If a grievance cannot be resolved informally, the grievance shall be submitted in writing to the Supervisor within 10 work days (after the first Step One meeting but in no case more than 30 work days) from the time the event occurred that created the grievance. The Supervisor shall arrange a meeting within 6 work days during which each party may include in its presentation such witnesses it deems necessary to develop the facts pertinent to the grievance.
- b. The Supervisor shall submit a written response to the grievant within 6 work days following the meeting. The response shall include the reason for the Supervisor's decision. An Association representative may accompany the grievant.

3. Step Three

- a. If the grievance is not resolved at Step Two, the grievance may be submitted in writing to the Superintendent within 10 work days after receipt of the reply from the Supervisor.
- b. The Superintendent shall arrange a meeting within 10 work days upon receipt of the appeal.
- c. Each party shall have the right to include in its presentation such witnesses as it deems necessary to develop facts pertinent to the grievance.

- d. The Superintendent shall have 10 work days after the conclusion of the hearing to provide a written decision with reasons to the grievant

4. Step Four

- a. If the grievance is not resolved at Step Three to the grievant's satisfaction the grievant may request within 10 work days after receipt of the decision of the Superintendent a meeting with the Board of Education to discuss the grievance.
- b. If such a request is made by the grievant, the Board of Education shall schedule a meeting within 30 work days. Each party shall have the right to include in its presentation such witnesses as it deems necessary to develop pertinent facts to the grievance.
- c. Within 10 work days following the conclusion of the hearing, the Board of Education shall submit its written decision with reasons to the grievant. This step may be bypassed at the discretion of the grievant.

5. Step Five

- a. If the grievance is not resolved at Step Four to the Association's satisfaction, the Association shall, within 15 work days, submit a letter to the Board that grievance impasse has occurred. The Board and the Association shall jointly in writing request an arbitrator. The arbitrator's decision shall be final and binding on the Board and the Association.
- b. Neither the Board nor the grievant shall be permitted to assert any grounds to the arbitrator, which were not previously disclosed to the other party.
- c. The arbitrator shall not have authority to change the contract in any respect. Both parties shall have the opportunity to present all relevant evidence on the subject to the arbitrator, and be permitted to cross-examine the other party's witnesses. The Board and the Association shall each pay half of the total expenses incurred in the arbitration including the salary of the arbitrator; but each shall bear the full costs for their own representation in the proceeding and all of the actual costs relating hereto. Except as herein provided, such binding arbitration shall be provided under the rules of the selected arbitrator's association.

D. CLARIFICATION

- 1. Conferences, hearings, and meetings under this provision shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons to attend, including witnesses entitled to be present and shall be held insofar as possible after school hours. When such hearings and conferences are held at the option of the Administration during school hours, all Employees whose presence

is required shall be excused with pay.

2. A grievance may be withdrawn at any step without establishing precedent.
3. All records pertaining to a grievance shall be filed separately from the personnel files of the Employee.
4. All the time limits herein identified shall consist of work days except that when a grievance is submitted less than 10 days before the close of school term, time limits shall consist of all week days so that the matter may be resolved before the close of a school term or as soon as possible thereafter. Work days for the purpose of the grievance procedure shall mean the Employee's work days.
5. Timelines may be extended by mutual consent.
6. The failure to act on any grievance within the prescribed time limits shall act as a bar to any further appeal.
7. The Association shall be entitled to be present at all grievance hearings, and shall receive all written grievance responses of the District if the Association is not the grievant's official advocate.

E. REPRESENTATION IEA/NEA

1. Representation is permitted at Step Three, b. of this procedure. Either party may request a colleague to be present at any step.

ARTICLE XI: EFFECT OF AGREEMENT

A. FULL AND COMPLETE UNDERSTANDING

1. The terms and conditions set forth in this Agreement represent the full and complete understanding between the District and Association. The terms and conditions may be modified only through the written mutual consent of the District and Association.

B. LIMITATIONS

1. Terms and conditions not expressly provided in the Agreement are to be reserved unto the Board and its officers and the authority granted to them by statute shall not be diminished by this agreement.

C. SAVINGS CLAUSE

1. Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that article, section, or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect. Any provision found to be in conflict with the law will be renegotiated.

D. DURATION

1. This agreement shall be effective upon each Employee's first working day in the 2023-2024 school year, and shall continue in effect until the day immediately preceding the first day of the 2027-2028 school year.

E. NO STRIKE

1. During the term of this Agreement, Employees shall not participate in a strike in whole or in part.

MEMORANDUM OF UNDERSTANDING

SALARY SCHEDULE

2023-2024 THROUGH 2026-2027

The Association and Board agree that salary schedule increases for this contract are as follows:

Salary Schedule Increases for Contract Years 2023-2024 through 2026-2027

<u>Year</u>	<u>Certified</u>	<u>Paraprofessional</u>	<u>Secretary</u>	<u>Clerk</u>	<u>Other Support</u>
2023-2024	6.34%	23.1%	21.1%	21.8%	6.34%
2024-2025	5.05%	1.5%	2.4%	2.0%	5.05%
2025-2026	4.38%	1.5%	2.4%	2.0%	4.38%
2026-2027	4.29%	1.5%	2.4%	2.0%	4.29%

Consumer Price Index Adjustment for Contract Years 2023-2024 through 2026-2027

In the event that the change in Consumer Price Index (CPI) as provided by the Tazewell County Clerk's Office, or other economic indicator required by the Property Tax Extension Limitation Law (PTELL) for tax extensions increases during the calendar year before the levy above 4.38% for revenue extended in 2025-2026, or 4.29% for revenue extended in 2026-2027 then the salary schedule shall increase to the higher percentage for the year not to exceed 5% .

In the event that the change in Consumer Price Index (CPI) as provided by the Tazewell County Clerk's Office, or other economic indicator required by the Property Tax Extension Limitation Law (PTELL) for tax extensions increases during the calendar year before the levy above 4.38% for revenue extended in 2025-2026, or 4.29% for revenue extended in 2026-2027 and the district is prohibited by law to levy and extend additional revenue, then the salary schedule increase shall remain at the designated rate of 4.38% for 2025-2026 and 4.29% for 2026-2027.

Change in CPI for 2024 Extension: 2025-2026

Change in CPI for 2025 Extensions: 2026-2027

The terms contained within this memorandum of understanding will sunset at the conclusion of the 2026-2027 contract year.

DISTRICT 108 CERTIFIED STAFF SALARY SCHEDULE

58

6.34%

2023-2024 SALARY SCHEDULE

Lateral Index Rates

	1.00 /		1.04 /		1.08 /		1.15 /		1.20 /		1.25 /			
	BA +00	w/ TRS	BA +15	w/ TRS	BA +30	w/ TRS	MA +00	w/ TRS	MA +15	w/ TRS	MA +30	w/ TRS		
1	39,130	/ 43,000	40,695	/ 44,720	42,260	/ 46,440	45,000	/ 49,450	46,956	/ 51,600	48,913	/ 53,750		
2	39,130	/ 43,000	40,695	/ 44,720	42,260	/ 46,440	45,000	/ 49,450	46,956	/ 51,600	48,913	/ 53,750		
3	39,130	/ 43,000	40,695	/ 44,720	42,260	/ 46,440	45,000	/ 49,450	46,956	/ 51,600	48,913	/ 53,750		
4	39,130	/ 43,000	40,695	/ 44,720	42,260	/ 46,440	45,000	/ 49,450	46,956	/ 51,600	48,913	/ 53,750		
5	40,304	/ 44,290	41,916	/ 46,062	43,528	/ 47,833	46,349	/ 50,933	48,365	/ 53,148	50,380	/ 55,362		
6	41,478	/ 45,580	43,137	/ 47,403	44,796	/ 49,226	47,699	/ 52,417	49,773	/ 54,696	51,847	/ 56,975		
7	42,652	/ 46,870	44,358	/ 48,745	46,064	/ 50,620	49,049	/ 53,900	51,182	/ 56,244	53,315	/ 58,587		
8	43,826	/ 48,160	45,579	/ 50,086	47,332	/ 52,013	50,399	/ 55,384	52,591	/ 57,792	54,782	/ 60,200		
9	45,000	/ 49,450	46,799	/ 51,428	48,599	/ 53,406	51,749	/ 56,867	53,999	/ 59,340	56,249	/ 61,812		
10	46,173	/ 50,740	48,020	/ 52,770	49,867	/ 54,799	53,099	/ 58,351	55,408	/ 60,888	57,717	/ 63,425	300	/ 330
11	47,347	/ 52,030	49,241	/ 54,111	51,135	/ 56,192	54,449	/ 59,834	56,817	/ 62,436	59,184	/ 65,037	300	/ 330
12	48,521	/ 53,320	50,462	/ 55,453	52,403	/ 57,586	55,799	/ 61,318	58,225	/ 63,984	60,652	/ 66,650	300	/ 330
13	49,695	/ 54,610	51,683	/ 56,794	53,671	/ 58,979	57,149	/ 62,801	59,634	/ 65,532	62,119	/ 68,262	300	/ 330
14	50,869	/ 55,900	52,904	/ 58,136	54,939	/ 60,372	58,499	/ 64,285	61,043	/ 67,080	63,586	/ 69,875	300	/ 330
15	52,043	/ 57,190	54,125	/ 59,478	56,206	/ 61,765	59,849	/ 65,768	62,451	/ 68,628	65,054	/ 71,487	500	/ 549
16	53,217	/ 58,480	55,345	/ 60,819	57,474	/ 63,158	61,199	/ 67,252	63,860	/ 70,176	66,521	/ 73,100	500	/ 549
17	54,391	/ 59,770	56,566	/ 62,161	58,742	/ 64,552	62,549	/ 68,735	65,269	/ 71,724	67,988	/ 74,712	500	/ 549
18	55,565	/ 61,060	57,787	/ 63,502	60,010	/ 65,945	63,899	/ 70,219	66,678	/ 73,272	69,456	/ 76,325	500	/ 549
19	55,565	/ 61,060	59,008	/ 64,844	61,278	/ 67,338	65,249	/ 71,702	68,086	/ 74,820	70,923	/ 77,937	500	/ 549
20	55,565	/ 61,060	59,008	/ 64,844	62,545	/ 68,731	66,599	/ 73,186	69,495	/ 76,368	72,391	/ 79,550	1,000	/ 1,099
21	55,565	/ 61,060	59,008	/ 64,844	62,545	/ 68,731	67,949	/ 74,669	70,904	/ 77,916	73,858	/ 81,162	1,000	/ 1,099
22	55,565	/ 61,060	59,008	/ 64,844	62,545	/ 68,731	69,299	/ 76,153	72,312	/ 79,464	75,325	/ 82,775	1,000	/ 1,099
23	55,565	/ 61,060	59,008	/ 64,844	62,545	/ 68,731	69,299	/ 76,153	73,721	/ 81,012	76,793	/ 84,387	1,000	/ 1,099
24	55,565	/ 61,060	59,008	/ 64,844	62,545	/ 68,731	69,299	/ 76,153	73,721	/ 81,012	78,260	/ 86,000	1,000	/ 1,099
25	55,565	/ 61,060	59,008	/ 64,844	62,545	/ 68,731	69,299	/ 76,153	73,721	/ 81,012	78,260	/ 86,000	1,000	/ 1,099
26	55,565	/ 61,060	59,008	/ 64,844	62,545	/ 68,731	69,299	/ 76,153	73,721	/ 81,012	78,260	/ 86,000	1,500	/ 1,648
27	55,565	/ 61,060	59,008	/ 64,844	62,545	/ 68,731	69,299	/ 76,153	73,721	/ 81,012	78,260	/ 86,000	1,500	/ 1,648
28	55,565	/ 61,060	59,008	/ 64,844	62,545	/ 68,731	69,299	/ 76,153	73,721	/ 81,012	78,260	/ 86,000	1,500	/ 1,648
29	55,565	/ 61,060	59,008	/ 64,844	62,545	/ 68,731	69,299	/ 76,153	73,721	/ 81,012	78,260	/ 86,000	1,500	/ 1,648
30	55,565	/ 61,060	59,008	/ 64,844	62,545	/ 68,731	69,299	/ 76,153	73,721	/ 81,012	78,260	/ 86,000	1,500	/ 1,648
31	55,565	/ 61,060	59,008	/ 64,844	62,545	/ 68,731	69,299	/ 76,153	73,721	/ 81,012	78,260	/ 86,000	1,500	/ 1,648
32	55,565	/ 61,060	59,008	/ 64,844	62,545	/ 68,731	69,299	/ 76,153	73,721	/ 81,012	78,260	/ 86,000	1,500	/ 1,648
33	55,565	/ 61,060	59,008	/ 64,844	62,545	/ 68,731	69,299	/ 76,153	73,721	/ 81,012	78,260	/ 86,000	1,500	/ 1,648
34	55,565	/ 61,060	59,008	/ 64,844	62,545	/ 68,731	69,299	/ 76,153	73,721	/ 81,012	78,260	/ 86,000	1,500	/ 1,648
35	55,565	/ 61,060	59,008	/ 64,844	62,545	/ 68,731	69,299	/ 76,153	73,721	/ 81,012	78,260	/ 86,000	1,500	/ 1,648

Speech Therapists/Social Workers/CBI & SET Teachers Stipend:

All full-time Speech Therapists, Social Workers, and Community Based Instruction (CBI) and Social Emotional Therapeutic (SET) Teachers will receive a \$2,500 per year differential separate from their salary schedule.

DISTRICT 108 CERTIFIED STAFF SALARY SCHEDULE

59

5.05%		2024-2025 SALARY SCHEDULE															
		Lateral Index Rates															
		1.00 /		1.04 /		1.08 /		1.15 /		1.20 /		1.25 /					
		BA +00	w/ TRS	BA +15	w/ TRS	BA +30	w/ TRS	MA +00	w/ TRS	MA +15	w/ TRS	MA +30	w/ TRS				
Vertical Index Rate 3.00%	1	39,720 /	43,648	41,309 /	45,394	42,898 /	47,140	45,678 /	50,196	47,664 /	52,378	49,650 /	54,560				
	2	39,720 /	43,648	41,309 /	45,394	42,898 /	47,140	45,678 /	50,196	47,664 /	52,378	49,650 /	54,560				
	3	39,720 /	43,648	41,309 /	45,394	42,898 /	47,140	45,678 /	50,196	47,664 /	52,378	49,650 /	54,560				
	4	40,912 /	44,958	42,548 /	46,756	44,185 /	48,554	47,048 /	51,701	49,094 /	53,949	51,140 /	56,197				
	5	42,103 /	46,267	43,787 /	48,118	45,471 /	49,969	48,419 /	53,207	50,524 /	55,521	52,629 /	57,834				
	6	43,295 /	47,577	45,027 /	49,480	46,758 /	51,383	49,789 /	54,713	51,954 /	57,092	54,119 /	59,471				
	7	44,486 /	48,886	46,266 /	50,842	48,045 /	52,797	51,159 /	56,219	53,384 /	58,663	55,608 /	61,108				
	8	45,678 /	50,196	47,505 /	52,203	49,332 /	54,211	52,530 /	57,725	54,814 /	60,235	57,098 /	62,744				
	9	46,870 /	51,505	48,744 /	53,565	50,619 /	55,625	53,900 /	59,231	56,244 /	61,806	58,587 /	64,381				
	10	48,061 /	52,815	49,984 /	54,927	51,906 /	57,040	55,270 /	60,737	57,673 /	63,377	60,077 /	66,018	300 /	330		
	11	49,253 /	54,124	51,223 /	56,289	53,193 /	58,454	56,641 /	62,243	59,103 /	64,949	61,566 /	67,655	300 /	330		
	12	50,444 /	55,433	52,462 /	57,651	54,480 /	59,868	58,011 /	63,748	60,533 /	66,520	63,056 /	69,292	300 /	330		
	13	51,636 /	56,743	53,701 /	59,013	55,767 /	61,282	59,381 /	65,254	61,963 /	68,091	64,545 /	70,929	300 /	330		
	14	52,828 /	58,052	54,941 /	60,374	57,054 /	62,696	60,752 /	66,760	63,393 /	69,663	66,035 /	72,565	300 /	330		
	15	54,019 /	59,362	56,180 /	61,736	58,341 /	64,111	62,122 /	68,266	64,823 /	71,234	67,524 /	74,202	500 /	549		
	16	55,211 /	60,671	57,419 /	63,098	59,628 /	65,525	63,492 /	69,772	66,253 /	72,805	69,014 /	75,839	500 /	549		
	17	56,402 /	61,981	58,658 /	64,460	60,915 /	66,939	64,863 /	71,278	67,683 /	74,377	70,503 /	77,476	500 /	549		
	18	57,594 /	63,290	59,898 /	65,822	62,202 /	68,353	66,233 /	72,784	69,113 /	75,948	71,993 /	79,113	500 /	549		
	19	57,594 /	63,290	61,137 /	67,184	63,488 /	69,768	67,603 /	74,289	70,543 /	77,519	73,482 /	80,749	500 /	549		
	20	57,594 /	63,290	61,137 /	67,184	64,775 /	71,182	68,974 /	75,795	71,973 /	79,091	74,972 /	82,386	1,000 /	1,099		
	21	57,594 /	63,290	61,137 /	67,184	64,775 /	71,182	70,344 /	77,301	73,403 /	80,662	76,461 /	84,023	1,000 /	1,099		
	22	57,594 /	63,290	61,137 /	67,184	64,775 /	71,182	71,714 /	78,807	74,832 /	82,233	77,951 /	85,660	1,000 /	1,099		
	23	57,594 /	63,290	61,137 /	67,184	64,775 /	71,182	71,714 /	78,807	76,262 /	83,805	79,440 /	87,297	1,000 /	1,099		
	24	57,594 /	63,290	61,137 /	67,184	64,775 /	71,182	71,714 /	78,807	76,262 /	83,805	80,930 /	88,934	1,000 /	1,099		
	25	57,594 /	63,290	61,137 /	67,184	64,775 /	71,182	71,714 /	78,807	76,262 /	83,805	80,930 /	88,934	1,000 /	1,099		
	26	57,594 /	63,290	61,137 /	67,184	64,775 /	71,182	71,714 /	78,807	76,262 /	83,805	80,930 /	88,934	1,500 /	1,648		
	27	57,594 /	63,290	61,137 /	67,184	64,775 /	71,182	71,714 /	78,807	76,262 /	83,805	80,930 /	88,934	1,500 /	1,648		
	28	57,594 /	63,290	61,137 /	67,184	64,775 /	71,182	71,714 /	78,807	76,262 /	83,805	80,930 /	88,934	1,500 /	1,648		
	29	57,594 /	63,290	61,137 /	67,184	64,775 /	71,182	71,714 /	78,807	76,262 /	83,805	80,930 /	88,934	1,500 /	1,648		
	30	57,594 /	63,290	61,137 /	67,184	64,775 /	71,182	71,714 /	78,807	76,262 /	83,805	80,930 /	88,934	1,500 /	1,648		
	31	57,594 /	63,290	61,137 /	67,184	64,775 /	71,182	71,714 /	78,807	76,262 /	83,805	80,930 /	88,934	1,500 /	1,648		
	32	57,594 /	63,290	61,137 /	67,184	64,775 /	71,182	71,714 /	78,807	76,262 /	83,805	80,930 /	88,934	1,500 /	1,648		
	33	57,594 /	63,290	61,137 /	67,184	64,775 /	71,182	71,714 /	78,807	76,262 /	83,805	80,930 /	88,934	1,500 /	1,648		
	34	57,594 /	63,290	61,137 /	67,184	64,775 /	71,182	71,714 /	78,807	76,262 /	83,805	80,930 /	88,934	1,500 /	1,648		
	35	57,594 /	63,290	61,137 /	67,184	64,775 /	71,182	71,714 /	78,807	76,262 /	83,805	80,930 /	88,934	1,500 /	1,648		

Speech Therapists/Social Workers/CBI & SET Teachers Stipend:

All full-time Speech Therapists, Social Workers, and Community Based Instruction (CBI) and Social Emotional Therapeutic (SET) Teachers will receive a \$2,500 per year differential separate from their salary schedule.

DISTRICT 108 CERTIFIED STAFF SALARY SCHEDULE

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4.38%		2025-2026 SALARY SCHEDULE													
		Lateral Index Rates													
		1.00 /		1.04 /		1.08 /		1.15 /		1.20 /		1.25 /			
		BA +00	w/ TRS	BA +15	w/ TRS	BA +30	w/ TRS	MA +00	w/ TRS	MA +15	w/ TRS	MA +30	w/ TRS		
Vertical Index Rate 3.00%	1	39,949 /	43,900	41,547 /	45,656	43,145 /	47,412	45,941 /	50,485	47,939 /	52,680	49,936 /	54,875		
	2	39,949 /	43,900	41,547 /	45,656	43,145 /	47,412	45,941 /	50,485	47,939 /	52,680	49,936 /	54,875		
	3	41,147 /	45,217	42,793 /	47,026	44,439 /	48,834	47,320 /	52,000	49,377 /	54,260	51,434 /	56,521		
	4	42,346 /	46,534	44,040 /	48,395	45,734 /	50,257	48,698 /	53,514	50,815 /	55,841	52,932 /	58,167		
	5	43,544 /	47,851	45,286 /	49,765	47,028 /	51,679	50,076 /	55,029	52,253 /	57,421	54,431 /	59,814		
	6	44,743 /	49,168	46,533 /	51,135	48,322 /	53,101	51,454 /	56,543	53,691 /	59,002	55,929 /	61,460		
	7	45,941 /	50,485	47,779 /	52,504	49,617 /	54,524	52,833 /	58,058	55,130 /	60,582	57,427 /	63,106		
	8	47,140 /	51,802	49,025 /	53,874	50,911 /	55,946	54,211 /	59,572	56,568 /	62,162	58,925 /	64,752		
	9	48,338 /	53,119	50,272 /	55,244	52,205 /	57,369	55,589 /	61,087	58,006 /	63,743	60,423 /	66,399		
	10	49,537 /	54,436	51,518 /	56,613	53,500 /	58,791	56,967 /	62,601	59,444 /	65,323	61,921 /	68,045	300 /	330
	11	50,735 /	55,753	52,765 /	57,983	54,794 /	60,213	58,346 /	64,116	60,882 /	66,904	63,419 /	69,691	300 /	330
	12	51,934 /	57,070	54,011 /	59,353	56,088 /	61,636	59,724 /	65,630	62,320 /	68,484	64,917 /	71,337	300 /	330
	13	53,132 /	58,387	55,257 /	60,722	57,383 /	63,058	61,102 /	67,145	63,759 /	70,064	66,415 /	72,984	300 /	330
	14	54,331 /	59,704	56,504 /	62,092	58,677 /	64,480	62,480 /	68,660	65,197 /	71,645	67,913 /	74,630	300 /	330
	15	55,529 /	61,021	57,750 /	63,462	59,971 /	65,903	63,858 /	70,174	66,635 /	73,225	69,411 /	76,276	500 /	549
	16	56,728 /	62,338	58,997 /	64,832	61,266 /	67,325	65,237 /	71,689	68,073 /	74,806	70,909 /	77,922	500 /	549
	17	57,926 /	63,655	60,243 /	66,201	62,560 /	68,747	66,615 /	73,203	69,511 /	76,386	72,408 /	79,569	500 /	549
	18	59,125 /	64,972	61,490 /	67,571	63,854 /	70,170	67,993 /	74,718	70,949 /	77,966	73,906 /	81,215	500 /	549
	19	59,125 /	64,972	62,736 /	68,941	65,149 /	71,592	69,371 /	76,232	72,388 /	79,547	75,404 /	82,861	500 /	549
	20	59,125 /	64,972	62,736 /	68,941	66,443 /	73,014	70,750 /	77,747	73,826 /	81,127	76,902 /	84,507	1,000 /	1,099
	21	59,125 /	64,972	62,736 /	68,941	66,443 /	73,014	72,128 /	79,261	75,264 /	82,708	78,400 /	86,154	1,000 /	1,099
	22	59,125 /	64,972	62,736 /	68,941	66,443 /	73,014	73,506 /	80,776	76,702 /	84,288	79,898 /	87,800	1,000 /	1,099
	23	59,125 /	64,972	62,736 /	68,941	66,443 /	73,014	73,506 /	80,776	78,140 /	85,868	81,396 /	89,446	1,000 /	1,099
	24	59,125 /	64,972	62,736 /	68,941	66,443 /	73,014	73,506 /	80,776	78,140 /	85,868	82,894 /	91,092	1,000 /	1,099
	25	59,125 /	64,972	62,736 /	68,941	66,443 /	73,014	73,506 /	80,776	78,140 /	85,868	82,894 /	91,092	1,000 /	1,099
	26	59,125 /	64,972	62,736 /	68,941	66,443 /	73,014	73,506 /	80,776	78,140 /	85,868	82,894 /	91,092	1,500 /	1,648
	27	59,125 /	64,972	62,736 /	68,941	66,443 /	73,014	73,506 /	80,776	78,140 /	85,868	82,894 /	91,092	1,500 /	1,648
	28	59,125 /	64,972	62,736 /	68,941	66,443 /	73,014	73,506 /	80,776	78,140 /	85,868	82,894 /	91,092	1,500 /	1,648
	29	59,125 /	64,972	62,736 /	68,941	66,443 /	73,014	73,506 /	80,776	78,140 /	85,868	82,894 /	91,092	1,500 /	1,648
	30	59,125 /	64,972	62,736 /	68,941	66,443 /	73,014	73,506 /	80,776	78,140 /	85,868	82,894 /	91,092	1,500 /	1,648
	31	59,125 /	64,972	62,736 /	68,941	66,443 /	73,014	73,506 /	80,776	78,140 /	85,868	82,894 /	91,092	1,500 /	1,648
	32	59,125 /	64,972	62,736 /	68,941	66,443 /	73,014	73,506 /	80,776	78,140 /	85,868	82,894 /	91,092	1,500 /	1,648
	33	59,125 /	64,972	62,736 /	68,941	66,443 /	73,014	73,506 /	80,776	78,140 /	85,868	82,894 /	91,092	1,500 /	1,648
	34	59,125 /	64,972	62,736 /	68,941	66,443 /	73,014	73,506 /	80,776	78,140 /	85,868	82,894 /	91,092	1,500 /	1,648
	35	59,125 /	64,972	62,736 /	68,941	66,443 /	73,014	73,506 /	80,776	78,140 /	85,868	82,894 /	91,092	1,500 /	1,648

Speech Therapists/Social Workers/CBI & SET Teachers Stipend:

All full-time Speech Therapists, Social Workers, and Community Based Instruction (CBI) and Social Emotional Therapeutic (SET) Teachers will receive a \$2,500 per year differential separate from their salary schedule.

DISTRICT 108 CERTIFIED STAFF SALARY SCHEDULE

4.29%		2026-2027 SALARY SCHEDULE															
		Lateral Index Rates															
		1.00 /		1.04 /		1.08 /		1.15 /		1.20 /		1.25 /					
		BA +00	w/ TRS	BA +15	w/ TRS	BA +30	w/ TRS	MA +00	w/ TRS	MA +15	w/ TRS	MA +30	w/ TRS				
Vertical Index Rate 3.00%	1	40,222 /	44,200	41,831 /	45,968	43,440 /	47,736	46,255 /	50,830	48,266 /	53,040	50,278 /	55,250				
	2	41,429 /	45,526	43,086 /	47,347	44,743 /	49,168	47,643 /	52,355	49,714 /	54,631	51,786 /	56,907				
	3	42,635 /	46,852	44,341 /	48,726	46,046 /	50,600	49,031 /	53,880	51,162 /	56,222	53,294 /	58,565				
	4	43,842 /	48,178	45,596 /	50,105	47,349 /	52,032	50,418 /	55,405	52,610 /	57,814	54,802 /	60,222				
	5	45,049 /	49,504	46,851 /	51,484	48,653 /	53,464	51,806 /	56,930	54,058 /	59,405	56,311 /	61,880				
	6	46,255 /	50,830	48,106 /	52,863	49,956 /	54,896	53,194 /	58,454	55,506 /	60,996	57,819 /	63,537				
	7	47,462 /	52,156	49,360 /	54,242	51,259 /	56,328	54,581 /	59,979	56,954 /	62,587	59,327 /	65,195				
	8	48,669 /	53,482	50,615 /	55,621	52,562 /	57,761	55,969 /	61,504	58,402 /	64,178	60,836 /	66,852				
	9	49,875 /	54,808	51,870 /	57,000	53,865 /	59,193	57,357 /	63,029	59,850 /	65,770	62,344 /	68,510				
	10	51,082 /	56,134	53,125 /	58,379	55,168 /	60,625	58,744 /	64,554	61,298 /	67,361	63,852 /	70,167	300 /	330		
	11	52,289 /	57,460	54,380 /	59,758	56,472 /	62,057	60,132 /	66,079	62,746 /	68,952	65,361 /	71,825	300 /	330		
	12	53,495 /	58,786	55,635 /	61,137	57,775 /	63,489	61,520 /	67,604	64,194 /	70,543	66,869 /	73,482	300 /	330		
	13	54,702 /	60,112	56,890 /	62,516	59,078 /	64,921	62,907 /	69,129	65,642 /	72,134	68,377 /	75,140	300 /	330		
	14	55,909 /	61,438	58,145 /	63,896	60,381 /	66,353	64,295 /	70,654	67,090 /	73,726	69,886 /	76,797	300 /	330		
	15	57,115 /	62,764	59,400 /	65,275	61,684 /	67,785	65,683 /	72,179	68,538 /	75,317	71,394 /	78,455	500 /	549		
	16	58,322 /	64,090	60,655 /	66,654	62,988 /	69,217	67,070 /	73,703	69,986 /	76,908	72,902 /	80,112	500 /	549		
	17	59,529 /	65,416	61,910 /	68,033	64,291 /	70,649	68,458 /	75,228	71,434 /	78,499	74,411 /	81,770	500 /	549		
	18	60,735 /	66,742	63,165 /	69,412	65,594 /	72,081	69,846 /	76,753	72,882 /	80,090	75,919 /	83,427	500 /	549		
	19	60,735 /	66,742	64,420 /	70,791	66,897 /	73,513	71,233 /	78,278	74,330 /	81,682	77,427 /	85,085	500 /	549		
	20	60,735 /	66,742	64,420 /	70,791	68,200 /	74,946	72,621 /	79,803	75,778 /	83,273	78,936 /	86,742	1,000 /	1,099		
	21	60,735 /	66,742	64,420 /	70,791	68,200 /	74,946	74,008 /	81,328	77,226 /	84,864	80,444 /	88,400	1,000 /	1,099		
	22	60,735 /	66,742	64,420 /	70,791	68,200 /	74,946	75,396 /	82,853	78,674 /	86,455	81,952 /	90,057	1,000 /	1,099		
	23	60,735 /	66,742	64,420 /	70,791	68,200 /	74,946	75,396 /	82,853	80,122 /	88,046	83,461 /	91,715	1,000 /	1,099		
	24	60,735 /	66,742	64,420 /	70,791	68,200 /	74,946	75,396 /	82,853	80,122 /	88,046	84,969 /	93,372	1,000 /	1,099		
	25	60,735 /	66,742	64,420 /	70,791	68,200 /	74,946	75,396 /	82,853	80,122 /	88,046	84,969 /	93,372	1,000 /	1,099		
	26	60,735 /	66,742	64,420 /	70,791	68,200 /	74,946	75,396 /	82,853	80,122 /	88,046	84,969 /	93,372	1,500 /	1,648		
	27	60,735 /	66,742	64,420 /	70,791	68,200 /	74,946	75,396 /	82,853	80,122 /	88,046	84,969 /	93,372	1,500 /	1,648		
	28	60,735 /	66,742	64,420 /	70,791	68,200 /	74,946	75,396 /	82,853	80,122 /	88,046	84,969 /	93,372	1,500 /	1,648		
	29	60,735 /	66,742	64,420 /	70,791	68,200 /	74,946	75,396 /	82,853	80,122 /	88,046	84,969 /	93,372	1,500 /	1,648		
	30	60,735 /	66,742	64,420 /	70,791	68,200 /	74,946	75,396 /	82,853	80,122 /	88,046	84,969 /	93,372	1,500 /	1,648		
	31	60,735 /	66,742	64,420 /	70,791	68,200 /	74,946	75,396 /	82,853	80,122 /	88,046	84,969 /	93,372	1,500 /	1,648		
	32	60,735 /	66,742	64,420 /	70,791	68,200 /	74,946	75,396 /	82,853	80,122 /	88,046	84,969 /	93,372	1,500 /	1,648		
	33	60,735 /	66,742	64,420 /	70,791	68,200 /	74,946	75,396 /	82,853	80,122 /	88,046	84,969 /	93,372	1,500 /	1,648		
	34	60,735 /	66,742	64,420 /	70,791	68,200 /	74,946	75,396 /	82,853	80,122 /	88,046	84,969 /	93,372	1,500 /	1,648		
	35	60,735 /	66,742	64,420 /	70,791	68,200 /	74,946	75,396 /	82,853	80,122 /	88,046	84,969 /	93,372	1,500 /	1,648		

Speech Therapists/Social Workers/CBI & SET Teachers Stipend:

All full-time Speech Therapists, Social Workers, and Community Based Instruction (CBI) and Social Emotional Therapeutic (SET) Teachers will receive a \$2,500 per year differential separate from their salary schedule.

DISTRICT 108
EDUCATIONAL PARAPRO

1.5%		2024-2025 EDUCATIONAL PARAPRO SALARY SCHEDULE								
		3.25 HRS							BASE	
	STEP	BASE	5.75 HRS	W/IMRF	6.50 HRS	W/IMRF	7.0HRS	W/IMRF	HOURLY	LONGEVITY
Vertical	01	9,798	17,332	18,148	19,594	20,517	21,102	22,096	\$ 16.75	
Index	02	10,092	17,852	18,693	20,182	21,133	21,735	22,759	\$ 17.25	
Rate	03	10,394	18,387	19,254	20,787	21,767	22,387	23,442	\$ 17.77	
3.00%	04	10,706	18,939	19,831	21,411	22,420	23,059	24,145	\$ 18.30	
	05	11,027	19,507	20,426	22,053	23,092	23,750	24,869	\$ 18.85	
	06	11,358	20,092	21,039	22,715	23,785	24,463	25,616	\$ 19.41	
	07	11,699	20,695	21,670	23,396	24,499	25,197	26,384	\$ 20.00	
	08	12,050	21,316	22,320	24,098	25,234	25,953	27,176	\$ 20.60	
	09	12,411	21,955	22,990	24,821	25,991	26,731	27,991	\$ 21.22	
	10	12,784	22,614	23,680	25,566	26,770	27,533	28,830	\$ 21.85	250
	11	13,167	23,292	24,390	26,333	27,574	28,359	29,695	\$ 22.51	250
	12	13,562	23,991	25,122	27,123	28,401	29,210	30,586	\$ 23.18	250
	13	13,969	24,711	25,875	27,936	29,253	30,086	31,504	\$ 23.88	250
	14	14,388	25,452	26,651	28,775	30,130	30,989	32,449	\$ 24.59	250
	15	14,820	26,216	27,451	29,638	31,034	31,918	33,422	\$ 25.33	250
	16	15,264	27,002	28,275	30,527	31,965	32,876	34,425	\$ 26.09	250
▼	17	15,722	27,812	29,123	31,443	32,924	33,862	35,458	\$ 26.87	250
	18	15,722	27,812	29,123	31,443	32,924	33,862	35,458	\$ 26.87	350
	19	15,722	27,812	29,123	31,443	32,924	33,862	35,458	\$ 26.87	350
	20	15,722	27,812	29,123	31,443	32,924	33,862	35,458	\$ 26.87	350
	21	15,722	27,812	29,123	31,443	32,924	33,862	35,458	\$ 26.87	450
	22	15,722	27,812	29,123	31,443	32,924	33,862	35,458	\$ 26.87	450
	23	15,722	27,812	29,123	31,443	32,924	33,862	35,458	\$ 26.87	450
	24	15,722	27,812	29,123	31,443	32,924	33,862	35,458	\$ 26.87	550
	25	15,722	27,812	29,123	31,443	32,924	33,862	35,458	\$ 26.87	550
	26	15,722	27,812	29,123	31,443	32,924	33,862	35,458	\$ 26.87	550
	27	15,722	27,812	29,123	31,443	32,924	33,862	35,458	\$ 26.87	700
	28	15,722	27,812	29,123	31,443	32,924	33,862	35,458	\$ 26.87	700
	29	15,722	27,812	29,123	31,443	32,924	33,862	35,458	\$ 26.87	700
	30	15,722	27,812	29,123	31,443	32,924	33,862	35,458	\$ 26.87	700
	31	15,722	27,812	29,123	31,443	32,924	33,862	35,458	\$ 26.87	700
	32	15,722	27,812	29,123	31,443	32,924	33,862	35,458	\$ 26.87	700
	33	15,722	27,812	29,123	31,443	32,924	33,862	35,458	\$ 26.87	700
	34	15,722	27,812	29,123	31,443	32,924	33,862	35,458	\$ 26.87	700
	35	15,722	27,812	29,123	31,443	32,924	33,862	35,458	\$ 26.87	700
	36	15,722	27,812	29,123	31,443	32,924	33,862	35,458	\$ 26.87	700
	37	15,722	27,812	29,123	31,443	32,924	33,862	35,458	\$ 26.87	700
	38	15,722	27,812	29,123	31,443	32,924	33,862	35,458	\$ 26.87	700
		CBI & SET Paraprofessionals Stipend:								
		All full-time paraprofessionals assigned to Community Based Instruction (CBI) and Social Emotional								
		Therapeautic (SET) classrooms will receive a \$1,200 per year differential stipend separate from								
		their salary schedule.								

DISTRICT 108
EDUCATIONAL PARAPRO

1.5%		2025-2026 EDUCATIONAL PARAPRO SALARY SCHEDULE								
	STEP	3.25 HRS	5.75 HRS	W/IMRF	6.50 HRS	W/IMRF	7.0HRS	W/IMRF	BASE HOURLY	LONGEVITY
Vertical	01	9,944	17,592	18,421	19,888	20,825	21,418	22,428	\$ 17.00	
Index	02	10,242	18,119	18,973	20,485	21,450	22,061	23,100	\$ 17.51	
Rate	03	10,550	18,663	19,542	21,099	22,093	22,723	23,793	\$ 18.03	
3.00%	04	10,866	19,223	20,129	21,732	22,756	23,404	24,507	\$ 18.57	
	05	11,192	19,800	20,733	22,384	23,439	24,107	25,242	\$ 19.13	
	06	11,528	20,394	21,355	23,056	24,142	24,830	26,000	\$ 19.71	
	07	11,874	21,005	21,995	23,747	24,866	25,575	26,780	\$ 20.30	
	08	12,230	21,636	22,655	24,460	25,612	26,342	27,583	\$ 20.91	
	09	12,597	22,285	23,335	25,193	26,381	27,132	28,411	\$ 21.53	
	10	12,975	22,953	24,035	25,949	27,172	27,946	29,263	\$ 22.18	250
	11	13,364	23,642	24,756	26,728	27,987	28,785	30,141	\$ 22.84	250
	12	13,765	24,351	25,498	27,530	28,827	29,648	31,045	\$ 23.53	250
	13	14,178	25,082	26,263	28,355	29,692	30,537	31,976	\$ 24.24	250
	14	14,603	25,834	27,051	29,206	30,582	31,454	32,936	\$ 24.96	250
	15	15,041	26,609	27,863	30,082	31,500	32,397	33,924	\$ 25.71	250
	16	15,492	27,407	28,699	30,985	32,445	33,369	34,941	\$ 26.48	250
▼	17	15,957	28,229	29,560	31,914	33,418	34,370	35,990	\$ 27.28	250
	18	15,957	28,229	29,560	31,914	33,418	34,370	35,990	\$ 27.28	350
	19	15,957	28,229	29,560	31,914	33,418	34,370	35,990	\$ 27.28	350
	20	15,957	28,229	29,560	31,914	33,418	34,370	35,990	\$ 27.28	350
	21	15,957	28,229	29,560	31,914	33,418	34,370	35,990	\$ 27.28	450
	22	15,957	28,229	29,560	31,914	33,418	34,370	35,990	\$ 27.28	450
	23	15,957	28,229	29,560	31,914	33,418	34,370	35,990	\$ 27.28	450
	24	15,957	28,229	29,560	31,914	33,418	34,370	35,990	\$ 27.28	550
	25	15,957	28,229	29,560	31,914	33,418	34,370	35,990	\$ 27.28	550
	26	15,957	28,229	29,560	31,914	33,418	34,370	35,990	\$ 27.28	550
	27	15,957	28,229	29,560	31,914	33,418	34,370	35,990	\$ 27.28	700
	28	15,957	28,229	29,560	31,914	33,418	34,370	35,990	\$ 27.28	700
	29	15,957	28,229	29,560	31,914	33,418	34,370	35,990	\$ 27.28	700
	30	15,957	28,229	29,560	31,914	33,418	34,370	35,990	\$ 27.28	700
	31	15,957	28,229	29,560	31,914	33,418	34,370	35,990	\$ 27.28	700
	32	15,957	28,229	29,560	31,914	33,418	34,370	35,990	\$ 27.28	700
	33	15,957	28,229	29,560	31,914	33,418	34,370	35,990	\$ 27.28	700
	34	15,957	28,229	29,560	31,914	33,418	34,370	35,990	\$ 27.28	700
	35	15,957	28,229	29,560	31,914	33,418	34,370	35,990	\$ 27.28	700
	36	15,957	28,229	29,560	31,914	33,418	34,370	35,990	\$ 27.28	700
	37	15,957	28,229	29,560	31,914	33,418	34,370	35,990	\$ 27.28	700
	38	15,957	28,229	29,560	31,914	33,418	34,370	35,990	\$ 27.28	700
		CBI & SET Paraprofessionals Stipend:								
		All full-time paraprofessionals assigned to Community Based Instruction (CBI) and Social Emotional								
		Therapeautic (SET) classrooms will receive a \$1,200 per year differential stipend separate from								
		their salary schedule.								

1.5%		2026-2027 EDUCATIONAL PARAPRO SALARY SCHEDULE								
	STEP	3.25 HRS	5.75 HRS	W/IMRF	6.50 HRS	W/IMRF	7.0HRS	W/IMRF	BASE HOURLY	LONGEVITY
Vertical	01	10,093	17,856	18,697	20,186	21,137	21,740	22,764	\$ 17.25	
Index	02	10,396	18,391	19,258	20,792	21,772	22,392	23,447	\$ 17.77	
Rate	03	10,708	18,943	19,836	21,416	22,425	23,064	24,150	\$ 18.30	
3.00%	04	11,029	19,511	20,431	22,058	23,097	23,756	24,875	\$ 18.85	
	05	11,360	20,097	21,044	22,720	23,790	24,468	25,621	\$ 19.42	
	06	11,701	20,699	21,675	23,401	24,504	25,202	26,390	\$ 20.00	
	07	12,052	21,320	22,325	24,103	25,239	25,958	27,181	\$ 20.60	
	08	12,413	21,960	22,995	24,827	25,996	26,737	27,997	\$ 21.22	
	09	12,786	22,619	23,685	25,571	26,776	27,539	28,837	\$ 21.86	
	10	13,169	23,297	24,395	26,339	27,580	28,365	29,702	\$ 22.51	250
	11	13,564	23,996	25,127	27,129	28,407	29,216	30,593	\$ 23.19	250
	12	13,971	24,716	25,881	27,943	29,259	30,093	31,511	\$ 23.88	250
	13	14,390	25,458	26,657	28,781	30,137	30,996	32,456	\$ 24.60	250
	14	14,822	26,221	27,457	29,644	31,041	31,925	33,430	\$ 25.34	250
	15	15,267	27,008	28,281	30,534	31,972	32,883	34,433	\$ 26.10	250
	16	15,725	27,818	29,129	31,450	32,931	33,870	35,466	\$ 26.88	250
▼	17	16,197	28,653	30,003	32,393	33,919	34,886	36,530	\$ 27.69	250
	18	16,197	28,653	30,003	32,393	33,919	34,886	36,530	\$ 27.69	350
	19	16,197	28,653	30,003	32,393	33,919	34,886	36,530	\$ 27.69	350
	20	16,197	28,653	30,003	32,393	33,919	34,886	36,530	\$ 27.69	350
	21	16,197	28,653	30,003	32,393	33,919	34,886	36,530	\$ 27.69	450
	22	16,197	28,653	30,003	32,393	33,919	34,886	36,530	\$ 27.69	450
	23	16,197	28,653	30,003	32,393	33,919	34,886	36,530	\$ 27.69	450
	24	16,197	28,653	30,003	32,393	33,919	34,886	36,530	\$ 27.69	550
	25	16,197	28,653	30,003	32,393	33,919	34,886	36,530	\$ 27.69	550
	26	16,197	28,653	30,003	32,393	33,919	34,886	36,530	\$ 27.69	550
	27	16,197	28,653	30,003	32,393	33,919	34,886	36,530	\$ 27.69	700
	28	16,197	28,653	30,003	32,393	33,919	34,886	36,530	\$ 27.69	700
	29	16,197	28,653	30,003	32,393	33,919	34,886	36,530	\$ 27.69	700
	30	16,197	28,653	30,003	32,393	33,919	34,886	36,530	\$ 27.69	700
	31	16,197	28,653	30,003	32,393	33,919	34,886	36,530	\$ 27.69	700
	32	16,197	28,653	30,003	32,393	33,919	34,886	36,530	\$ 27.69	700
	33	16,197	28,653	30,003	32,393	33,919	34,886	36,530	\$ 27.69	700
	34	16,197	28,653	30,003	32,393	33,919	34,886	36,530	\$ 27.69	700
	35	16,197	28,653	30,003	32,393	33,919	34,886	36,530	\$ 27.69	700
	36	16,197	28,653	30,003	32,393	33,919	34,886	36,530	\$ 27.69	700
	37	16,197	28,653	30,003	32,393	33,919	34,886	36,530	\$ 27.69	700
	38	16,197	28,653	30,003	32,393	33,919	34,886	36,530	\$ 27.69	700
		CBI & SET Paraprofessionals Stipend:								
		All full-time paraprofessionals assigned to Community Based Instruction (CBI) and Social Emotional								
		Therapeautic (SET) classrooms will receive a \$1,200 per year differential stipend separate from								
		their salary schedule.								

DISTRICT 108 SECRETARY SCHEDULE

21.1%	2023-2024 SECRETARY SALARY SCHEDULE								
	STEP	200 DAY	W/IMRF	215 DAY	W/IMRF	220 DAY	W/IMRF	BASE HOURLY	LONGEVITY
Vertical	01	25,500	26,702	27,413	28,704	28,051	29,373	\$ 17.00	
Index	02	26,262	27,500	28,232	29,563	28,890	30,251	\$ 17.51	
Rate	03	27,048	28,322	29,076	30,446	29,753	31,155	\$ 18.03	
3.00%	04	27,856	29,169	29,946	31,357	30,643	32,087	\$ 18.57	
	05	28,689	30,041	30,841	32,294	31,559	33,046	\$ 19.13	
	06	29,547	30,939	31,763	33,260	32,503	34,035	\$ 19.70	
	07	30,431	31,864	32,713	34,254	33,475	35,052	\$ 20.29	
	08	31,340	32,817	33,691	35,279	34,476	36,100	\$ 20.89	
	09	32,278	33,798	34,699	36,334	35,507	37,180	\$ 21.52	
	10	33,243	34,809	35,736	37,420	36,568	38,291	\$ 22.16	250
	11	34,237	35,850	36,805	38,539	37,662	39,436	\$ 22.82	250
	12	35,260	36,922	37,905	39,691	38,788	40,615	\$ 23.51	250
	13	36,315	38,026	39,038	40,878	39,947	41,830	\$ 24.21	250
	14	37,400	39,163	40,206	42,100	41,142	43,080	\$ 24.93	250
	15	38,519	40,334	41,408	43,359	42,372	44,369	\$ 25.68	250
	16	39,670	41,540	42,646	44,655	43,639	45,695	\$ 26.45	250
	17	40,856	42,782	43,921	45,990	44,944	47,061	\$ 27.24	250
	18	40,856	42,782	43,921	45,990	44,944	47,061	\$ 27.24	350
↓	19	40,856	42,782	43,921	45,990	44,944	47,061	\$ 27.24	350
	20	40,856	42,782	43,921	45,990	44,944	47,061	\$ 27.24	350
	21	40,856	42,782	43,921	45,990	44,944	47,061	\$ 27.24	450
	22	40,856	42,782	43,921	45,990	44,944	47,061	\$ 27.24	450
	23	40,856	42,782	43,921	45,990	44,944	47,061	\$ 27.24	450
	24	40,856	42,782	43,921	45,990	44,944	47,061	\$ 27.24	550
	25	40,856	42,782	43,921	45,990	44,944	47,061	\$ 27.24	550
	26	40,856	42,782	43,921	45,990	44,944	47,061	\$ 27.24	550
	27	40,856	42,782	43,921	45,990	44,944	47,061	\$ 27.24	700

DISTRICT 108 SECRETARY SCHEDULE

2.4%	2024-2025 SECRETARY SALARY SCHEDULE								
	STEP	200 DAY	W/IMRF	215 DAY	W/IMRF	220 DAY	W/IMRF	BASE HOURLY	LONGEVITY
Vertical	01	26,112	27,342	28,071	29,393	28,724	30,078	\$ 17.41	
Index	02	26,893	28,160	28,910	30,272	29,583	30,977	\$ 17.93	
Rate	03	27,697	29,002	29,774	31,177	30,468	31,903	\$ 18.46	
3.00%	04	28,525	29,869	30,664	32,109	31,379	32,857	\$ 19.02	
	05	29,378	30,762	31,581	33,069	32,317	33,840	\$ 19.59	
	06	30,256	31,682	32,526	34,058	33,283	34,851	\$ 20.17	
	07	31,161	32,629	33,498	35,077	34,278	35,893	\$ 20.77	
	08	32,093	33,605	34,500	36,125	35,303	36,967	\$ 21.40	
	09	33,052	34,610	35,531	37,206	36,359	38,072	\$ 22.03	
	10	34,040	35,644	36,594	38,318	37,446	39,210	\$ 22.69	250
	11	35,058	36,710	37,688	39,464	38,565	40,383	\$ 23.37	250
	12	36,107	37,808	38,815	40,644	39,719	41,590	\$ 24.07	250
	13	37,186	38,938	39,975	41,859	40,906	42,834	\$ 24.79	250
	14	38,298	40,103	41,171	43,110	42,129	44,114	\$ 25.53	250
	15	39,443	41,302	42,402	44,399	43,389	45,433	\$ 26.30	250
	16	40,622	42,537	43,669	45,727	44,686	46,792	\$ 27.08	250
▼	17	41,837	43,808	44,975	47,094	46,022	48,191	\$ 27.89	250
	18	41,837	43,808	44,975	47,094	46,022	48,191	\$ 27.89	350
	19	41,837	43,808	44,975	47,094	46,022	48,191	\$ 27.89	350
	20	41,837	43,808	44,975	47,094	46,022	48,191	\$ 27.89	350
	21	41,837	43,808	44,975	47,094	46,022	48,191	\$ 27.89	450
	22	41,837	43,808	44,975	47,094	46,022	48,191	\$ 27.89	450
	23	41,837	43,808	44,975	47,094	46,022	48,191	\$ 27.89	450
	24	41,837	43,808	44,975	47,094	46,022	48,191	\$ 27.89	550
	25	41,837	43,808	44,975	47,094	46,022	48,191	\$ 27.89	550
	26	41,837	43,808	44,975	47,094	46,022	48,191	\$ 27.89	550
	27	41,837	43,808	44,975	47,094	46,022	48,191	\$ 27.89	700

DISTRICT 108 SECRETARY SCHEDULE

2.4%	2025-2026 SECRETARY SALARY SCHEDULE								
	STEP	200 DAY	W/IMRF	215 DAY	W/IMRF	220 DAY	W/IMRF	BASE HOURLY	LONGEVITY
Vertical	01	26,739	27,999	28,744	30,099	29,414	30,800	\$ 17.83	
Index	02	27,538	28,836	29,604	30,999	30,293	31,720	\$ 18.36	
Rate	03	28,362	29,698	30,489	31,925	31,199	32,669	\$ 18.91	
3.00%	04	29,210	30,586	31,400	32,880	32,132	33,646	\$ 19.47	
	05	30,083	31,500	32,339	33,863	33,092	34,652	\$ 20.06	
	06	30,982	32,442	33,306	34,876	34,082	35,688	\$ 20.65	
	07	31,909	33,412	34,302	35,918	35,101	36,755	\$ 21.27	
	08	32,863	34,411	35,328	36,992	36,150	37,854	\$ 21.91	
	09	33,845	35,440	36,384	38,098	37,231	38,986	\$ 22.56	
	10	34,857	36,500	37,472	39,238	38,345	40,151	\$ 23.24	250
	11	35,900	37,591	38,592	40,411	39,491	41,352	\$ 23.93	250
	12	36,973	38,715	39,746	41,619	40,672	42,588	\$ 24.65	250
	13	38,079	39,873	40,935	42,863	41,888	43,862	\$ 25.39	250
	14	39,217	41,065	42,159	44,145	43,140	45,173	\$ 26.14	250
	15	40,390	42,293	43,419	45,465	44,430	46,524	\$ 26.93	250
	16	41,597	43,557	44,717	46,824	45,759	47,915	\$ 27.73	250
↓	17	42,841	44,860	46,054	48,225	47,127	49,348	\$ 28.56	250
	18	42,841	44,860	46,054	48,225	47,127	49,348	\$ 28.56	350
	19	42,841	44,860	46,054	48,225	47,127	49,348	\$ 28.56	350
	20	42,841	44,860	46,054	48,225	47,127	49,348	\$ 28.56	350
	21	42,841	44,860	46,054	48,225	47,127	49,348	\$ 28.56	450
	22	42,841	44,860	46,054	48,225	47,127	49,348	\$ 28.56	450
	23	42,841	44,860	46,054	48,225	47,127	49,348	\$ 28.56	450
	24	42,841	44,860	46,054	48,225	47,127	49,348	\$ 28.56	550
	25	42,841	44,860	46,054	48,225	47,127	49,348	\$ 28.56	550
	26	42,841	44,860	46,054	48,225	47,127	49,348	\$ 28.56	550
	27	42,841	44,860	46,054	48,225	47,127	49,348	\$ 28.56	700

DISTRICT 108 SECRETARY SCHEDULE

2.4%	2026-2027 SECRETARY SALARY SCHEDULE								
	STEP	200 DAY	W/IMRF	215 DAY	W/IMRF	220 DAY	W/IMRF	BASE HOURLY	LONGEVITY
Vertical	01	27,380	28,671	29,434	30,821	30,119	31,539	\$ 18.25	
Index	02	28,199	29,528	30,314	31,743	31,020	32,482	\$ 18.80	
Rate	03	29,042	30,411	31,221	32,692	31,948	33,453	\$ 19.36	
3.00%	04	29,911	31,320	32,154	33,669	32,903	34,453	\$ 19.94	
	05	30,805	32,256	33,115	34,676	33,887	35,483	\$ 20.54	
	06	31,726	33,221	34,106	35,713	34,900	36,544	\$ 21.15	
	07	32,675	34,214	35,125	36,780	35,943	37,637	\$ 21.78	
	08	33,652	35,237	36,176	37,880	37,018	38,762	\$ 22.43	
	09	34,658	36,291	37,257	39,013	38,125	39,921	\$ 23.11	
	10	35,694	37,376	38,371	40,179	39,265	41,115	\$ 23.80	250
	11	36,761	38,493	39,519	41,381	40,439	42,344	\$ 24.51	250
	12	37,860	39,644	40,700	42,618	41,648	43,610	\$ 25.24	250
	13	38,992	40,830	41,917	43,892	42,893	44,914	\$ 25.99	250
	14	40,158	42,051	43,170	45,205	44,176	46,257	\$ 26.77	250
	15	41,359	43,308	44,461	46,556	45,497	47,640	\$ 27.57	250
↓	16	42,596	44,603	45,791	47,948	46,857	49,065	\$ 28.40	250
	17	43,869	45,936	47,160	49,382	48,258	50,532	\$ 29.25	250
	18	43,869	45,936	47,160	49,382	48,258	50,532	\$ 29.25	350
	19	43,869	45,936	47,160	49,382	48,258	50,532	\$ 29.25	350
	20	43,869	45,936	47,160	49,382	48,258	50,532	\$ 29.25	350
	21	43,869	45,936	47,160	49,382	48,258	50,532	\$ 29.25	450
	22	43,869	45,936	47,160	49,382	48,258	50,532	\$ 29.25	450
	23	43,869	45,936	47,160	49,382	48,258	50,532	\$ 29.25	450
	24	43,869	45,936	47,160	49,382	48,258	50,532	\$ 29.25	550
	25	43,869	45,936	47,160	49,382	48,258	50,532	\$ 29.25	550
	26	43,869	45,936	47,160	49,382	48,258	50,532	\$ 29.25	550
	27	43,869	45,936	47,160	49,382	48,258	50,532	\$ 29.25	700

DISTRICT 108 CLERK SCHEDULE

21.8%	2023-2024 CLERK SALARY SCHEDULE						
	STEP	3.25 HRS	W/IMRF	5.75 HRS	W/IMRF	BASE HOURLY	LONGEVITY
Vertical	01	10,887	-	19,263	20,170	\$ 16.75	
Index	02	11,213	-	19,840	20,775	\$ 17.25	
Rate	03	11,550	-	20,436	21,399	\$ 17.77	
3.00%	04	11,896	-	21,049	22,040	\$ 18.30	
	05	12,253	-	21,680	22,702	\$ 18.85	
	06	12,621	-	22,331	23,383	\$ 19.42	
	07	12,999	-	23,000	24,084	\$ 20.00	
	08	13,389	-	23,690	24,807	\$ 20.60	
	09	13,791	-	24,401	25,551	\$ 21.22	
	10	14,205	-	25,133	26,317	\$ 21.85	250
	11	14,631	-	25,887	27,107	\$ 22.51	250
	12	15,070	-	26,664	27,920	\$ 23.19	250
	13	15,522	-	27,464	28,758	\$ 23.88	250
	14	15,987	-	28,288	29,621	\$ 24.60	250
	15	16,467	-	29,136	30,509	\$ 25.34	250
	16	16,961	-	30,010	31,424	\$ 26.10	250
	17	17,470	-	30,911	32,367	\$ 26.88	250
▼	18	17,470	-	30,911	32,367	\$ 26.88	350
	19	17,470	-	30,911	32,367	\$ 26.88	350
	20	17,470	-	30,911	32,367	\$ 26.88	350
	21	17,470	-	30,911	32,367	\$ 26.88	450
	22	17,470	-	30,911	32,367	\$ 26.88	450
	23	17,470	-	30,911	32,367	\$ 26.88	450
	24	17,470	-	30,911	32,367	\$ 26.88	550
	25	17,470	-	30,911	32,367	\$ 26.88	550
	26	17,470	-	30,911	32,367	\$ 26.88	550
	27	17,470	-	30,911	32,367	\$ 26.88	700

DISTRICT 108 CLERK SCHEDULE

2.0%	2024-2025 CLERK SALARY SCHEDULE						
	STEP	3.25 HRS	W/IMRF	5.75 HRS	W/IMRF	BASE HOURLY	LONGEVITY
Vertical	01	11,103	-	19,646	20,572	\$ 17.08	
Index	02	11,436	-	20,235	21,189	\$ 17.60	
Rate	03	11,780	-	20,842	21,824	\$ 18.12	
3.00%	04	12,133	-	21,468	22,479	\$ 18.67	
	05	12,497	-	22,112	23,153	\$ 19.23	
	06	12,872	-	22,775	23,848	\$ 19.80	
	07	13,258	-	23,458	24,563	\$ 20.40	
	08	13,656	-	24,162	25,300	\$ 21.01	
	09	14,065	-	24,887	26,059	\$ 21.64	
	10	14,487	-	25,633	26,841	\$ 22.29	250
	11	14,922	-	26,402	27,646	\$ 22.96	250
	12	15,370	-	27,194	28,476	\$ 23.65	250
	13	15,831	-	28,010	29,330	\$ 24.36	250
	14	16,306	-	28,851	30,210	\$ 25.09	250
	15	16,795	-	29,716	31,116	\$ 25.84	250
	16	17,299	-	30,608	32,050	\$ 26.62	250
	17	17,818	-	31,526	33,011	\$ 27.41	250
↓	18	17,818	-	31,526	33,011	\$ 27.41	350
	19	17,818	-	31,526	33,011	\$ 27.41	350
	20	17,818	-	31,526	33,011	\$ 27.41	350
	21	17,818	-	31,526	33,011	\$ 27.41	450
	22	17,818	-	31,526	33,011	\$ 27.41	450
	23	17,818	-	31,526	33,011	\$ 27.41	450
	24	17,818	-	31,526	33,011	\$ 27.41	550
	25	17,818	-	31,526	33,011	\$ 27.41	550
	26	17,818	-	31,526	33,011	\$ 27.41	550
	27	17,818	-	31,526	33,011	\$ 27.41	700

DISTRICT 108 CLERK SCHEDULE

2.0%	2025-2026 CLERK SALARY SCHEDULE						
	STEP	3.25 HRS	W/IMRF	5.75 HRS	W/IMRF	BASE HOURLY	LONGEVITY
Vertical	01	11,324	-	20,037	20,981	\$ 17.42	
Index	02	11,664	-	20,638	21,610	\$ 17.95	
Rate	03	12,014	-	21,257	22,259	\$ 18.48	
3.00%	04	12,374	-	21,895	22,926	\$ 19.04	
	05	12,746	-	22,552	23,614	\$ 19.61	
	06	13,128	-	23,228	24,323	\$ 20.20	
	07	13,522	-	23,925	25,052	\$ 20.80	
	08	13,927	-	24,643	25,804	\$ 21.43	
	09	14,345	-	25,382	26,578	\$ 22.07	
	10	14,776	-	26,143	27,375	\$ 22.73	250
	11	15,219	-	26,928	28,197	\$ 23.42	250
	12	15,675	-	27,736	29,042	\$ 24.12	250
	13	16,146	-	28,568	29,914	\$ 24.84	250
	14	16,630	-	29,425	30,811	\$ 25.59	250
	15	17,129	-	30,307	31,736	\$ 26.35	250
	16	17,643	-	31,217	32,688	\$ 27.14	250
	17	18,172	-	32,153	33,668	\$ 27.96	250
↓	18	18,172	-	32,153	33,668	\$ 27.96	350
	19	18,172	-	32,153	33,668	\$ 27.96	350
	20	18,172	-	32,153	33,668	\$ 27.96	350
	21	18,172	-	32,153	33,668	\$ 27.96	450
	22	18,172	-	32,153	33,668	\$ 27.96	450
	23	18,172	-	32,153	33,668	\$ 27.96	450
	24	18,172	-	32,153	33,668	\$ 27.96	550
	25	18,172	-	32,153	33,668	\$ 27.96	550
	26	18,172	-	32,153	33,668	\$ 27.96	550
	27	18,172	-	32,153	33,668	\$ 27.96	700

DISTRICT 108 CLERK SCHEDULE

2.0%	2026-2027 CLERK SALARY SCHEDULE						
	STEP	3.25 HRS	W/IMRF	5.75 HRS	W/IMRF	BASE HOURLY	LONGEVITY
Vertical	01	11,550	-	20,436	21,398	\$ 17.77	
Index	02	11,896	-	21,049	22,040	\$ 18.30	
Rate	03	12,253	-	21,680	22,702	\$ 18.85	
3.00%	04	12,621	-	22,330	23,383	\$ 19.42	
	05	12,999	-	23,000	24,084	\$ 20.00	
	06	13,389	-	23,690	24,807	\$ 20.60	
	07	13,791	-	24,401	25,551	\$ 21.22	
	08	14,205	-	25,133	26,317	\$ 21.85	
	09	14,631	-	25,887	27,107	\$ 22.51	
	10	15,070	-	26,664	27,920	\$ 23.19	250
	11	15,522	-	27,464	28,758	\$ 23.88	250
	12	15,987	-	28,288	29,620	\$ 24.60	250
	13	16,467	-	29,136	30,509	\$ 25.34	250
	14	16,961	-	30,010	31,424	\$ 26.10	250
	15	17,470	-	30,911	32,367	\$ 26.88	250
	16	17,994	-	31,838	33,338	\$ 27.69	250
	17	18,534	-	32,793	34,338	\$ 28.52	250
↓	18	18,534	-	32,793	34,338	\$ 28.52	350
	19	18,534	-	32,793	34,338	\$ 28.52	350
	20	18,534	-	32,793	34,338	\$ 28.52	350
	21	18,534	-	32,793	34,338	\$ 28.52	450
	22	18,534	-	32,793	34,338	\$ 28.52	450
	23	18,534	-	32,793	34,338	\$ 28.52	450
	24	18,534	-	32,793	34,338	\$ 28.52	550
	25	18,534	-	32,793	34,338	\$ 28.52	550
	26	18,534	-	32,793	34,338	\$ 28.52	550
	27	18,534	-	32,793	34,338	\$ 28.52	700

DISTRICT 108
ASSOCIATION POSITIONS NOT ON SUPPORT STAFF SCHEDULE

EMPLOYEE	2022-23		2023-2024		2024-2025		2025-2026		2026-2027	
	2.82%	w/IMRF	6.34%	w/IMRF	5.05%	w/IMRF	4.38%	w/IMRF	4.29%	w/IMRF
Parent/Family Educator 200 Day	35,434	37,104	37,681	39,456	39,583	41,449	41,317	43,264	43,090	45,120
Parent/Family Educator 200 Day	35,434	37,104	37,681	39,456	39,583	41,449	41,317	43,264	43,090	45,120
PI Reflective & Administrative Supervisor (0.5 FTE) 215 Day	18,882	19,772	20,079	21,025	21,093	22,087	22,017	23,054	22,961	24,043
PI Home Visitor 215 Day	36,863	38,600	39,200	41,047	41,180	43,120	42,984	45,009	44,828	46,940
PI Home Visitor 215 Day	36,863	38,600	39,200	41,047	41,180	43,120	42,984	45,009	44,828	46,940
PI Home Visitor (0.5 FTE) 215 Day	18,432	19,300	19,600	20,524	20,590	21,560	21,492	22,504	22,414	23,470
PI Home Visitor (0.5 FTE) 215 Day	18,432	19,300	19,600	20,524	20,590	21,560	21,492	22,504	22,414	23,470
Physical Therapist Assistant 180 Day	47,041	49,257	50,023	52,380	52,549	55,026	54,851	57,436	57,204	59,900
Occupational Therapist Assistant 180 Day	37,617	39,389	40,002	41,886	42,022	44,002	43,862	45,929	45,744	47,899
Occupational Therapist Assistant 180 Day	32,906	34,456	34,992	36,641	36,759	38,491	38,369	40,177	40,015	41,900
Occupational Therapist Assistant 180 Day	31,975	33,482	34,002	35,604	35,719	37,402	37,284	39,041	38,883	40,716
Occupational Therapist Assistant 180 Day	31,545	33,032	33,545	35,126	35,239	36,900	36,783	38,516	38,361	40,168
Occupational Therapist Assistant 180 Day	-	-	32,100	33,613	33,721	35,310	35,198	36,857	36,708	38,438

Any newly hired staff member to be placed on the Association Positions Not on Support Staff Salary Schedule shall be paid a salary corresponding to that of existing staff with the same recognized experience and education qualification. In no event shall a newly hired staff member be paid more than an existing member with the same recognized experience and educational qualification. In the event that there is no existing staff member who has the same recognized experience and educational qualification as a newly hired staff member, the newly hired member's salary shall be determined by interpolation; that is, the salary shall give proportionate recognition to the recognized experience and educational qualification.

DISTRICT 108 SUPPORT STAFF LONGEVITY

	ALL*	W/IMRF						
01	-	-						
02	-	-						
03	-	-						
04	-	-						
05	-	-						
06	-	-						
07	-	-						
08	-	-						
09	-	-						
10	250	262						
11	250	262						
12	250	262						
13	250	262						
14	250	262						
15	250	262						
16	250	262						
17	250	262						
18	350	366						
19	350	366						
20	350	366						
21	450	471						
22	450	471						
23	450	471						
24	550	576						
25	550	576						
26	550	576						
27	700	733						
* All Support Staff receive the same longevity benefit added to their salary regardless of their category and employment status (i.e. full time or part time).								
NOTE:	Longevity credit is NOT the same as Salary step. Salary step is a payscale step where a new employee with no experience is on salary step 1 at the beginning of the first year. Longevity is zero at the beginning of the first year unless prior longevity credit has been given.							

APPENDIX C:

SUPPLEMENTAL PAY SCHEDULES

Class	Sponsorship	Percent of Base¹ FY24 – FY27
Class 6 ²	Head Coach Basketball Head Coach Volleyball	12%
Class 5 ²	Head Coach Track Head Coach Baseball Head Cross Country Coach Head Softball Coach	10%
Class 4 ²	Assistant Coach Basketball Assistant Coach Volleyball Cheerleading Sponsor Scholastic Bowl Sponsor Destination Imagination Sponsor Chorus 1 Sponsor ² Band Sponsor	7%
Class 3 ²	Assistant Track Coach Assistant Baseball Coach Assistant Cross Country Coach Assistant Softball Coach	6%
Class 2	Pom Pom Sponsor	5%
Class 1	Student Council Sponsor School News Sponsor Speech Club Sponsor Yearbook Sponsor Chorus 2 Sponsor ³	4%

GAME SUPERVISION: \$30/Game

OTHER ACTIVITIES

¹¹ Supplemental Pay amounts are computed as a percentage of the Certified Salary Schedule Base Step 1 of the year in which the sponsorship is served.

² Sponsors in classes 3-6 will receive an additional \$25 per year of experience.

²³ Chorus 1 must comply with one of the following:

- a) Practices outside the school day with a minimum of 2 performances or competitions outside the school day.
- b) Practices inside the school day with a minimum of 5 performances or competitions outside the school day.

³⁴ Chorus 2 must practice inside the school day and have a minimum of 2 performances or competitions outside the school day.

APPENDIX D

EARLY RETIREMENT INCENTIVE

The Board of Education of Pekin Public Schools District 108, recognizing the service of its Employees, offers an early retirement incentive to all Employees who are eligible to retire within the conditions of this appendix without any penalties to the District. This District Early Retirement Incentive (ERI) is meant to be an incentive to the Employee rather than a severance payment.

Failure to apply for the ERI when first eligible as outlined within the “Eligibility Guidelines” below, whether in the current contract or a previous one, forever excludes an Employee from subsequently accepting this incentive.

At the time of retirement, the Employee must have at least 10 years of credited service to the District and be eligible for retirement without penalty to the District under either the Illinois Teachers Retirement System (TRS) or the Illinois Municipal Employees Retirement Fund (IMRF).

Further conditions of eligibility and the nature of the incentive offered, differ according to each Employee’s membership in either TRS or IMRF, as follows:

TRS Employees

Eligibility Guidelines

Application for ERI for TRS Employees must be made with an irrevocable notice of retirement submitted by February 1 of the year that is at least one full year, but no more than three full years, in advance of the effective retirement date when employees expect to first meet one of the conditions below:

1. 60 years of age by June 30 or within a six-month period of June 30 (July 1-December 31) in their final year of employment;
2. At least 55 years of age by June 30 or within a six-month period of June 30 (July 1-December 31) in final year of employment with 35 years of upgraded (2.2) years’ service;
3. At least 55 years of age by June 30 or within a six month period of June 30 (July 1-December 31) in the final year of employment with 38 years of non-upgraded TRS years.

Notes:

1. At the Employee’s discretion, up to 2 years’ unused sick leave may be applied in computing years of service.
2. If an Employee reaches age 55 between July 1 and December 31, the District considers the Employee to have attained age 55 on the preceding June 30 in accordance with TRS guidelines.

Incentive

The value of ERI is based upon the Employee’s Teachers Retirement System creditable earnings in the year the Employee submits the irrevocable notice of retirement. TRS creditable earnings equal the sum of any or all of the following elements: Salary schedule Base Pay, Longevity, Supplemental Pay, Extended Year, and stipends. The total salary paid in each year shall be computed as the sum of the amounts obtained by increasing each element 6% of the amount paid in the previous year while the Employee continues to perform the related services. Once a creditable earning is discontinued under the Early Retirement Incentive plan, it shall not be included in future calculations.

Example 3:	Year 2023-2024 MA+30 with TRS Step 24 + Longevity				
	+ Coaching Duty (through Years 1 and 2)				
			6% Increases		
		Base Year	Year 1	Year 2	Year 3
		2023-2024	2024-2025	2025-2026	2026-2027
	Base Salary	86,000.00	91,160.00	96,629.60	102,427.38
	Longevity	1,099.00	1,164.94	1,234.84	1,308.93
	Coaching	3,913.00	4,147.78	4,396.65	-
	Total	\$ 91,012.00	\$ 96,472.72	\$ 102,261.08	\$ 103,736.30

During the Employee's designated final year(s) of employment, the Employee shall not receive any stipend, supplemental pay or other payment of any kind that they are not currently receiving the year the notice is given, except those authorized as exempt by TRS rulings. In no case will the Employee's TRS creditable earnings in any year exceed more than 106% of the amount earned the previous year.

Insurance

All TRS Employees who retire from the District under the early retirement incentive must withdraw him/herself and all dependents from the District Insurance Plan, effective August 31 after the Employee's last work day. Beginning on September 1 after the Employee's last work day, the District will pay \$135 per month on behalf of the Employee for 60 months to the Teacher's Retirement System Health Insurance Program (TRIP), assisting the retiree with their insurance premiums.

EARLY RETIREMENT INCENTIVE

IMRF EMPLOYEES

Eligibility

Application for ERI for IMRF Employees must be made with an irrevocable notice of retirement submitted by February 1 of the year that is at least one full year, but no more than three full years in advance of the effective retirement date when employees expect to first meet one of the conditions below:

1. 60 years of age by June 30 or within a six-month period of June 30 (July 1-December 31) in their final year of employment
2. At least 35 years of service credit with IMRF

Incentive

The value of ERI is based upon the Employee's base salary, longevity, supplemental pay, and stipends of the year in which the Employee submits the irrevocable notice of retirement. The total salary paid in each year shall be computed as the sum of the amounts obtained by increasing each element by 6% of the amount paid in the previous year while the Employee continues to perform the related services.

EARLY RETIREMENT INCENTIVE

Example 1:	Year 2023-2024 6.50 Hour Parapro Step 20 + Longevity				
			6% Increases per ERI		
		Base Year	Year 1	Year 2	Year 3
		2023-2024	2024-2025	2025-2026	2026-2027
	Base Salary	30,978.00	32,836.68	34,806.88	36,895.29
	Longevity	350.00	371.00	393.26	416.86
	Total	\$ 31,328.00	\$ 33,207.68	\$ 35,200.14	\$ 37,312.15
Example 2:	Year 2023-2024 6.50 Hour Parapro Step 20 + Longevity + Coaching Duty				
			6% Increases per ERI		
		Base Year	Year 1	Year 2	Year 3
		2023-2024	2024-2025	2025-2026	2026-2027
	Base Salary	30,978.00	32,836.68	34,806.88	36,895.29
	Longevity	350.00	371.00	393.26	416.86
	Coaching	3,913.00	4,147.78	4,396.65	4,660.45
	Total	\$ 35,241.00	\$ 37,355.46	\$ 39,596.79	\$ 41,972.59
Example 3:	Year 2023-2024 6.50 Hour Parapro Step 20 + Longevity + Coaching Duty (through Years 1 and 2)				
			6% Increases per ERI		
		Base Year	Year 1	Year 2	Year 3
		2023-2024	2024-2025	2025-2026	2026-2027
	Base Salary	30,978.00	32,836.68	34,806.88	36,895.29
	Longevity	350.00	371.00	393.26	416.86
	Coaching	3,913.00	4,147.78	4,396.65	-
	Total	\$ 35,241.00	\$ 37,355.46	\$ 39,596.79	\$ 37,312.15

During the Employee's designated final year(s) of employment, the Employee shall not receive any stipend, supplemental pay or other payment of any kind that they are not currently receiving the year the notice is given. In no case will the Employee's IMRF creditable earnings in any year exceed more than 106% of the amount earned the previous year.

Insurance:

Any Support Staff Association member eligible for and enrolled in the District insurance group for the final year of employment may remain in the District insurance group at District rates. For retirees eligible for this benefit, the District will pay \$135 per month on behalf of the Support Staff member for 60 months or for as long as the Employee remains in the District insurance group, whichever is less.

Note: Enrollment in the District insurance group is available only during the enrollment period in May of each year.

Notices:

TRS

All TRS Employees opting to take this early retirement incentive must deliver an irrevocable written notice to the Superintendent by February 1st of the year when first expected to be eligible. Notice shall be given at least 1 full year, but no more than 3 full years prior to the effective date of retirement. This notice must be signed and cite the employees' intention to retire at the end of the first, second, or third subsequent school year(s) under the early retirement incentive program. It must also be accompanied with a TRS "Benefit Estimate" verifying certifiable years from the retirement system.

In the event of a life changing event, TRS Employees may request that the superintendent rescind their resignation if done so by April 1st of the final year of employment. At the superintendent's discretion the resignation may be rescinded and the Employee may become re-eligible for the Early Retirement Incentive. The District shall recover the difference between the total received through the ERI and the amount the Employee would have received without ERI.

IMRF

All IMRF Employees opting to take this early retirement incentive must deliver an irrevocable written notice to the Superintendent by February 1st of the year when first expected to be eligible. Notice shall be given at least 1 full year, but no more than 3 full years prior to the effective date of retirement. This notice must be signed and cite the employee's intention to retire at the end of the first, second, or third subsequent school year(s) under the early retirement incentive program.

In the event of a life changing event, IMRF Employees may request that the superintendent rescind their resignation if done so by April 1st of the final year of employment. At the superintendent's discretion the resignation may be rescinded and the Employee may become re-eligible for the Early Retirement Incentive. The District shall recover the difference between the total received through the ERI and the amount the Employee would have received without ERI.

MEMORANDUM OF UNDERSTANDING: CURRICULUM, INSTRUCTION, AND ASSESSMENT COMMITTEE

1. The Education Association of Pekin and the Pekin Public Schools District 108 Board of Education agree that open communication and collaboration around curriculum, instruction, and assessment is necessary in a partnership seeking to continually improve student achievement.
 All parties are committed to establishing, improving, and maintaining District curriculum, District instructional practices, and District assessments that are aligned to the Illinois Learning Standards. It is understood that instructional practices and instructional materials used in the District shall be researched and evidence-based and relevant as to address the diverse needs of the students that are served. Assessments shall be aligned to the District curriculum and District instructional practices and applied as intended with fidelity.
 The Curriculum, Instruction, and Assessment Committee shall operate as an Advisory Committee to the Superintendent and/or his designee, to provide input and make recommendations for consideration to ensure:
 - a. Staff has access to research and evidence-based materials and resources to support instruction of the District curriculum;
 - b. Quality assessments are in place to assist staff in the ongoing evaluation of students' progress and plan for instruction to improve student achievement;
 - c. Expectations and timelines related to the District curriculum, related instructional practices, and district assessments are clearly communicated to all District staff.
 - d. Professional development is identified as needed to support the District's efforts in all the above.
 - e. Development of district-wide report cards
 - f. Oversee pilot programs to change, modify, and improve district assessments.
2. The Curriculum, Instruction, and Assessment Committee shall meet four times per year as scheduled by the Superintendent and/or his designee. Additional meetings can be scheduled as determined by the committee
3. At the first meeting of each school year, the committee will establish its priorities and a timeline to address those priorities and the objectives listed above.
4. Membership shall be as follows:
 - a. Superintendent and/or his designee.
 - b. 1 Building Level Administrator from each level (Primary, Intermediate, Junior High)
 - c. EAP Co-President, Or Web Chair
 - d. 1 Certified Staff Member from each level (Primary, Intermediate, Junior High, Special Education) to be chosen by the Education Association of Pekin
 - e. 1 District Facilitator

- f. Volunteers as needed to ensure adequate representation across grade levels, subject areas, and specialty areas as agreed upon by the committee.
- 5. After each meeting, the committee will send joint communication to all staff, administration, and the Board of Education.

Memorandum of Understanding Reading and Math Interventionists

The Board of Education of Pekin 108, Tazewell County Illinois (the "Board of Education" or "District") and the Education Association of Pekin IEA-NEA (the "Association") have entered into a collective bargaining agreement beginning the first working day in the 2023-2024 school year, continuing until the day immediately preceding the first day of the 2027-2028 school year (the "Agreement"). The District and Association enter into this Memorandum of Understanding to outline the mutually agreed upon terms and conditions of employment for the Reading and Math Interventionists.

Section 1:

As part of the District's COVID Recovery Plan, Reading and Math Interventionists positions were added to each building.

The job description for Math and Reading Interventionist has been provided to the Association.

Math and Reading Interventionists are evaluated as outlined in the Agreement using the standard teacher rubric.

During the 2023-2024 school year, teachers who served as a Reading and Math Interventionist in the 2022-2023 school year shall continue in the positions unless they request to transfer out of the position.

During the 2023-2024 school year, Reading and Math Interventionist positions are temporary positions and will follow the terms of temporary transfers in section 2 of this MOU. During the 2023-2024 school year, classroom teaching positions left vacant by a temporary transfer to a Math and Reading Interventionist position are considered temporary vacancies and will follow the terms of temporary vacancies outlined in section 2 of this MOU.

Teachers who serve as Reading and Math Interventionists as part of the District's COVID Recovery Plan for the 2023-2024 school year shall continue to accumulate district, building, and grade level seniority as if there were no change to their assignment. This will also apply to teachers who temporarily transfer to serve as a Math and Reading Interventionist outside of their current school (if applicable).

Beginning with the 2024-2025 school year, Reading and Math Interventionists will be posted in accordance with the collective bargaining agreement vacancy procedures (Article IV, B, 2) and filled in accordance with the collective bargaining agreement (Article IV, C, 1-5 Voluntary Reassignment).

Beginning with the 2024-2025 school year, the Reading and Math Interventionist will be treated as all other certified positions covered under the collective bargaining agreement and no longer be considered a temporary transfer.

Beginning with the 2024-2025 school year, classroom teaching positions left vacant by a transfer to a Math and Reading Interventionist position will be treated as all other certified positions covered in the collective bargaining agreement and no longer considered a temporary transfer.

Section 2: Definitions:

Temporary transfer: A voluntary reassignment which has a specific beginning and ending date.

Temporary transfers will be filled based on vacancy and reassignment procedures outlined in Article 4 B, 2 and Article 4 C, 1-5

At the end of the temporary reassignment period, employees will be transferred back to their previous assignment (building and grade level), unless reassignment is required based on changes in student enrollment.

Temporary vacancy: Any new or existing unstaffed position which has a specific beginning and ending date identified as needed by the District.

Temporary vacancies will not be subject to the voluntary reassignment procedures outlined in Article IV C, 1-5.

Temporary vacancies will not be filled through involuntary reassignment procedures outlined in Article IV, D, 1-3

Any employee who fills a temporary vacancy will be subject to voluntary and involuntary reassignment (Article IV, C-D) based on student enrollment as outlined in the Agreement. In addition, he/she will be informed he/she will likely be reassigned at the end of the vacancy period.

At the end of the vacancy period, all staff filling a temporary vacancy shall be subject to the involuntary reassignment procedures outlined in Article IV D, 1-3.

The Board and Association agree that this Memorandum of Understanding will be attached to current Agreement until the day immediately preceding the first day of the 2025-2026 school year. At that time, this Memorandum of Understanding will expire and be removed from the Agreement.

This Memorandum of Understanding will be in effect from August 21, 2023 and continue through the day immediately preceding the first day of the 2025-2026 school year.

SIGNING

DATED THIS 15TH DAY OF MAY 2023

THE BOARD OF EDUCATION OF SCHOOL

DISTRICT 108 TAZEWELL COUNTY, ILLINOIS

BY Debbie Smith

ITS PRESIDENT

THE EDUCATION ASSOCIATION OF PEKIN

IEA/NEA TAZEWELL COUNTY, ILLINOIS

BY: Christaine M. Veltner Sarah Schorr

ITS PRESIDENTS

IN WITNESS THEREOF:

THE EDUCATION ASSOCIATION OF PEKIN IEA/NEA

THE BOARD OF EDUCATION

Julie Cackowski
Shawn Robinson
Dina Janssen
Tanya Swearengen
Jody Newberry
Debbie Schorr
Sarah Schorr
Christaine M. Veltner
Michael Law

Carrie Dewitt
Richard Rask
A. D. Jones
Michael G. G. G.
Kim G. G.
Lenca
Tanya Swearengen
Ang. G. G.
John G. G.
Isuh
Joe G. G.
Christine Campbell
John G. G.
John G. G.

Work Related Injuries Employee Responsibilities

The District carries workers compensation insurance for the benefit of employees who are injured while on duty and that are subject to Illinois workers compensation laws. If you should become injured, please follow the instructions as outlined below:

1. Report all injuries to your immediate supervisor as soon as possible, but no later than by the end of the day. All injuries/incidents are to be reported regardless of how insignificant the injury may appear.
2. The District has established an informal relationship with IWIRC (Illinois Work Injury Resource Center, 736 SW Washington St., Suite A, Peoria –or– 7725 N. Knoxville Ave, Peoria, phone 309-497-0300, to treat our employees for work related injuries. Should you require medical attention for a work related injury we ask that you use this medical provider or your own physician. This medical provider has agreed to provide immediate medical treatment for the benefit of our employees who are injured at work. Illinois work/comp law allows you two physicians of your own choosing.
3. If a work related injury requires you to miss work, you will need to provide your immediate supervisor a medical excuse from your doctor. The District will attempt to work with your doctor to make alternative duty/work available where possible.
4. When you return to work, you must provide your immediate supervisor with a written release to return to work from your doctor. You should contact your immediate supervisor as soon as you know that you will be returning to work, so that you can be rescheduled for work.
5. If you incur medical bills, you are to provide copies of the bills to your employer directly or to the District's workers compensation insurance company as soon as possible. Please do not hold medical bills until treatment for your injury has been concluded – this will only delay payment of your bills.
6. You should keep your employer and the insurance company claim adjuster advised as to the status of your treatment and your recovery. Should you have any questions/concerns about the handling of your workers compensation benefits, please contact the administrative office (309-477-4744) and let them assist you with your questions/concerns.
7. If you are released from work, workers compensation will pay your lost wages. The first 3 days of lost time after an injury are not compensable. Compensation is payable beginning on your 4th day of lost time. If your disability extends beyond 14 calendar days, the first 3 days of lost time will be paid retroactively. Your compensation is based on the average of 52 weeks of wages prior to your last day worked and the compensation benefit is paid at a 66⅔ percent of the average weekly wage (subject to state max/minimums). Compensation benefits are non taxable. In most cases, the first lost wage-disability payment will be received within 30 days from the insurance company. If payment takes longer, you should contact the administrative office (309-477-4744) or the insurance company.

SCHOOL INJURY / ACCIDENT REPORT FORM
Information for ALL Injuries

Student ☐ Employee ☐ Vendor ☐ Visitor ☐ Date of Occurrence: _____
Time accident occurred: _____ ☐ AM ☐ PM Place of Accident: ☐ School Building ☐ School Grounds ☐ To/From School
Name: _____ Address: _____ Phone: _____
School: _____ Sex: ☐ M ☐ F DOB: _____ Grade/Classification: _____
Off Premises Address: _____
Parent/Spouse Name & Phone: _____

Cause of Injury	
Bodily Reaction <input type="checkbox"/>	Lifting <input type="checkbox"/>
Caught In <input type="checkbox"/>	Overexertion <input type="checkbox"/>
Chemical Contact <input type="checkbox"/>	Rep Motion <input type="checkbox"/>
Exposure <input type="checkbox"/>	Restraining Child <input type="checkbox"/>
Fall (elevation) <input type="checkbox"/>	Struck by _____ <input type="checkbox"/>
Slip/trip/fall <input type="checkbox"/>	Struck on _____ <input type="checkbox"/>
Heat contact <input type="checkbox"/>	Student Bite <input type="checkbox"/>
Kicked by child <input type="checkbox"/>	
Other: _____	

Type of Injury	
Bee sting <input type="checkbox"/>	Fracture <input type="checkbox"/>
Bite <input type="checkbox"/>	Hernia <input type="checkbox"/>
Burn (chem.) <input type="checkbox"/>	Laceration <input type="checkbox"/>
Burn (heat) <input type="checkbox"/>	Multiple <input type="checkbox"/>
Chemical <input type="checkbox"/>	Occ Illness <input type="checkbox"/>
Contusion <input type="checkbox"/>	Puncture <input type="checkbox"/>
Crush <input type="checkbox"/>	Rash <input type="checkbox"/>
Cum Trauma <input type="checkbox"/>	Sprain (ligmt) <input type="checkbox"/>
Death <input type="checkbox"/>	Strain (musc) <input type="checkbox"/>
Foreign Object <input type="checkbox"/>	Stress <input type="checkbox"/>
Other: _____	

Description of the Injury

How did the injury happen? _____

What was injured person doing? _____

List specifically unsafe acts or conditions: _____

Specify any tool, machine or equipment involved: _____

Part of Body

Arm <input type="checkbox"/>	Back <input type="checkbox"/>	Eye <input type="checkbox"/>	Foot <input type="checkbox"/>	Ankle <input type="checkbox"/>	Mental <input type="checkbox"/>	Torso/Trunk <input type="checkbox"/>
Groin <input type="checkbox"/>	Head/Face <input type="checkbox"/>	Internal <input type="checkbox"/>	Knee <input type="checkbox"/>	Leg <input type="checkbox"/>	Respiratory <input type="checkbox"/>	Wrist/hand <input type="checkbox"/>

Other: _____

Additional Information on School Jurisdiction Injuries

Teacher(s) or staff members(s) in charge when accident/injury occurred. Name(s): _____
Present at scene of accident/incident: Yes ☐ No ☐

Immediate Action Taken

First-aid treatment ☐ By (Name): _____
Sent to school ☐ nurse By (Name): _____
Sent home ☐ By (Name): _____
Sent to physician ☐ By (Name): _____
Physician's Name: _____
Sent to hospital ☐ By (Name): _____
Name of Hospital: _____

Notification

Was a parent/spouse/other notified? Yes ☐ No ☐ When: _____

How: _____

Name of individual notified: _____

By whom? (Enter name) _____

Witnesses

1. Name: _____ Address: _____ Phone: _____

2. Name: _____ Address: _____ Phone: _____

Location

Athletic Field <input type="checkbox"/>	Locker Room <input type="checkbox"/>	Stairs <input type="checkbox"/>	Playground <input type="checkbox"/>
Parking Lot <input type="checkbox"/>	Restroom <input type="checkbox"/>	Cafeteria <input type="checkbox"/>	Corridor <input type="checkbox"/>
Vocation Shop <input type="checkbox"/>	Classroom <input type="checkbox"/>	Pool <input type="checkbox"/>	School bus <input type="checkbox"/>
Which Shop _____	Science Lab <input type="checkbox"/>	Gymnasium <input type="checkbox"/>	
Home Economics <input type="checkbox"/>	Sidewalk <input type="checkbox"/>	Auditorium <input type="checkbox"/>	

Off Premises: _____

Other (specify whether field trip, athletic event, co-op site, etc.): _____

What suggestion do you have for preventing other accidents of this type?

Signatures

Principal: _____ Date: _____

Teacher or Staff Member: _____ Date: _____
