

**PEORIA PUBLIC SCHOOLS, DISTRICT 150  
BOARD OF EDUCATION POLICY MANUAL  
TABLE OF CONTENTS  
SECTION 5 - PERSONNEL**

General Personnel

5:10	Equal Employment Opportunity and Minority Recruitment
5:20	Sexual Harassment
5:30	Hiring Process and Criteria
5:40	Communicable and Chronic Infectious Disease
5:50	Drug- and Alcohol-Free Workplace
5:60	Expenses
5:65	Wireless/Cell Communication Policy
5:70	Religious Holidays
5:80	Court Duty
5:90	Abused and Neglected Child Reporting
5:100	Staff Development Program
5:110	Recognition for Service
5:120	Ethics
5:130	<b>OPEN</b>
5:140	Solicitations by or from Staff
5:150	Personnel Records
5:160	Release of Credit Information
5:170	Copyright for Publication or Sale of Instructional Materials and Computer Programs Developed by Employees
5:180	Temporary Illness or Temporary Incapacity
5:185	Family and Medical Leave
5:185AP	Procedure for Family Medical Leave

Professional Personnel

5:190	Teacher Qualifications
5:200	Terms and Conditions of Employment and Dismissal
5:201	Principal's Salaries
5:205	Salary Schedules and Regulations for Assistant Principals, Administrative Assistants, Deans, Coordinators, Supervising Speech Pathologists
5:210	Resignations and Retirement
5:215	Salaries for Off Schedule Personnel
5:220	Substitute Teachers

5:230 Maintaining Student Discipline

5:240 Suspension

5:250 Leaves of Absence

5:260 Student Teachers

Educational Support Personnel

5:270 Employment At-Will, Compensation, and Assignment

5:280 Duties and Qualifications

5:285 Drug and Alcohol Testing for School Bus and Commercial Vehicle Drivers

5:290 Employment Termination and Suspensions

5:300 Schedules and Employment Year

5:310 **OPEN**

5:320 Evaluation

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

**General Personnel**

**Equal Employment Opportunity and Minority Recruitment**

The School District shall provide equal employment opportunities to all persons regardless of their race, color, religion, creed, national origin, sex, sexual orientation, age, ancestry, marital status, arrest record, military 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, 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 against because he or she initiated a complaint, was a witness, supplied information, or otherwise participated in an investigation or proceeding involving an alleged violation of this policy or State or federal laws, 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:*

Name	Tom Broderick <u>Director Human Resources</u>
Address	<u>3202 N. Wisconsin Ave</u> <u>Peoria, IL 61603</u>
Telephone No.	<u>(309) 672-6770</u>

*Complaint Managers:*

Name	Cheryl Sanfilip <u>Assistant Superintendent</u>	Tom Broderick <u>Director Human Resources</u>
Address	<u>3202 N. Wisconsin Ave.</u> <u>Peoria, IL 61603</u>	<u>3202 N. Wisconsin Ave.</u> <u>Peoria, IL. 61603</u>
Telephone No.	<u>(309) 672-6770</u>	<u>(309) 672-6770</u>

The Superintendent shall also use reasonable measures to inform staff members and applicants that the District is an equal opportunity employer, such as 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 based on a protected status without evidence of past discrimination.(1)

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.  
Equal Pay Act, 29 U.S.C. § 206(d).  
Immigration Reform and Control Act, 8 U.S.C. § 1324a et seq.  
Rehabilitation Act of 1973, 29 U.S.C. § 791 et seq.  
Title VII of Civil Rights Act, 42 U.S.C. § 2000e et seq., 29 C.F.R. Part 1601.  
Title IX of the Education Amendments, 20 U.S.C. § 1681 et seq., 34 C.F.R. Part 106.  
Ill. Constitution, Art. 1, §§ 17, 18, and 19.  
Equal Pay Act of 2003, P.A. 93-0006.  
Religious Freedom Restoration Act, 775 ILCS 35/5.  
Victims' Economic Security and Safety Act, P.A. 93-591.  
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.  
775 ILCS 5/1-103 and 5/2-102.  
820 ILCS 105/1 et seq.  
23 Ill. Admin. Code § 1.230.

(1)The Illinois Human Rights Act, 775ILCS 5/1-101.1 states that it shall not be construed as requiring any employer to give preferential treatment or special rights based on sexual orientation or to implement affirmative action policies or programs based on sexual orientation.

CROSS REF.: 2:260 (Uniform Grievance Procedure), 5:20 (Sexual Harassment), 8:70 (Accommodating Individuals with Disabilities)

ADOPTED: July 18, 2005

REVISED: February 6, 2006

## General Personnel

### Sexual Harassment

The School District shall provide employees an employment environment free of unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct, or communications constituting sexual harassment as defined and otherwise prohibited by State and federal 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 verbal or physical conduct. The terms intimidating, hostile, or offensive include, but are not limited to, conduct which has the effect of humiliation, embarrassment or discomfort. Sexual harassment will be evaluated in light of all the circumstances.

A violation of this policy may result in discipline, up to and including discharge. Any person making a knowingly false accusation regarding sexual harassment will likewise be subject to disciplinary action, up to and including discharge.

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

Employees should report claims of sexual harassment to the Nondiscrimination Coordinator and/or use the Board policy 2:260, *Uniform Grievance Procedure*. Employees may choose to report to a person of the employee's same sex. Initiating a complaint of sexual harassment shall not adversely affect the complainant's employment, compensation, or work assignments.

There are no express time limits for initiating complaints and grievances under this policy; however, every effort should be made to file such complaints as soon as possible, while facts are known and potential witnesses are available.

### Whom to Contact with a Report or Complaint

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:*

Name	Tom Broderick <u>Director Human Resources</u>
Address	<u>3202 N. Wisconsin Ave</u> <u>Peoria, IL 61603</u>
Telephone No.	<u>(309) 672-6770</u>

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Name	<u>Cheryl Sanfilip</u> <u>Assistant Superintendent</u>	<u>Tom Broderick</u> <u>Director Human Resources</u>
Address	<u>3202 N. Wisconsin Ave.</u> <u>Peoria, IL 61603</u>	<u>3202 N. Wisconsin Ave.</u> <u>Peoria, IL 61603</u>
Telephone No.	<u>(309) 672-6770</u>	<u>(309) 672-6770</u>

The Superintendent shall also use reasonable measures to inform staff members and applicants of this policy, which shall include reprinting this policy in the appropriate handbooks.

LEGAL REF.: Title VII of the Civil Rights Act, 42 U.S.C. § 2000e et seq., 29 C.F.R. § 1604.11.  
Title IX of the Education Amendments, 20 U.S.C. § 1681 et seq.  
775 ILCS 5/2-102(D) et seq.  
Burlington Industries v. Ellerth, 118 S.Ct. 2257 (1998).  
Faragher v. City of Boca Raton, 118 S.Ct. 2275 (1998).  
Harris v. Forklift Systems, 114 S.Ct. 367 (1993).  
Meritor Savings Bank v. Vinson, 106 S.Ct. 2399 (1986).  
Oncale v. Sundown Offshore Services, 118 S.Ct. 998 (1998).

CROSS REF.: 2:260 (Uniform Grievance Procedure), 5:10 (Equal Employment Opportunity and Minority Recruitment), 7:20 (Harassment of Students Prohibited)

ADOPTED: September 6, 2005

## **General Personnel**

### **Hiring Process and Criteria**

The District hires the most qualified personnel consistent with budget and staffing requirements and in compliance with School Board policy on equal employment opportunities and minority recruitment. The Superintendent is responsible for recruiting personnel and making hiring recommendations to the Board of Education. 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 of Education's approval. No individual will be employed who has been convicted of a criminal offense listed in Section 5/10-21.9(c) of the School Code.

All applicants must complete a District application 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 (when available) is 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 Board President will keep a conviction record confidential and share it only with the Superintendent, Regional Superintendent, State Superintendent of Schools, State Teacher Certification Board, or any other person necessary to the hiring decision. The criminal background investigations in compliance with 105 5/10-21.9, shall be instituted prior to contact with students for the following persons:

1. **School District Employees:** All certified and non-certified applicants for employment, as provided in the statute, shall, as a consideration of employment, authorize a criminal background investigation by the School District.
2. **Contract Employees:** All employees of persons or firms who hold a contract with the School District, and have direct daily contact with students, shall authorize a criminal background investigation by the School District prior to commencing any contact work for the School District.
3. **Other Persons:** All other persons who have regular direct and unsupervised contact with students shall authorize a criminal background investigation prior to commencing any contact with students. This shall include, but is not limited to, contract employees, volunteers, and social agency personnel.

Regular direct contact with students shall mean contact which is scheduled or planned for more than three contacts or is likely to occur on a regular or irregular continuing basis. Unsupervised contact shall mean student contact that is not continuously observed by school personnel. Any person for whom a criminal background investigation is not required shall have reasonable periodic supervision by school personnel. Law enforcement agencies, emergency personnel, and the Department of Children and Family Services investigators shall be exempt from this requirement. The School District shall pay from its fund all fees required to be paid in connection with the obtaining of a criminal background investigation.

In exceptional circumstances upon the application to the Superintendent, a criminal background investigation may be waived for any individual covered under paragraph 3, **Other Persons**, but only if

reasonable periodic supervision by school personnel is provided. Criminal background investigations not performed in accordance with the requirements of The School Code are not acceptable unless a waiver by the Superintendent is granted pursuant to this paragraph.

This policy shall apply to all curricular and extracurricular events authorized by the School District.

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 conviction for committing or attempting to commit any of the offenses outlined in § 10-21.9 of The School Code or who falsifies, or omits 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 freedom from communicable disease, including tuberculosis. All physical fitness examinations and tests for tuberculosis must be performed by a physician licensed in Illinois, or any other state, to practice medicine and surgery in any of its branches or 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 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 tuberculin test performed no more than 90 days before submitting evidence of it to the Board of Education.

Any employee may be required to have an additional examination by a physician who is licensed in Illinois to practice medicine and surgery in all its branches or 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 a physician assistant who has been delegated the authority by his or her supervising physician to perform health examinations if the examination is job-related and consistent with business necessity. The Board of Education 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 5/10-20.7, 5/10-21.4, 5/10-21.9, 5/10-22.34, 5/10-22.34b, 5/22-6.5, and  
5/24-1 et seq.  
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 (2<sup>nd</sup> 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) 5:280 (Education Support Personnel – Duties and  
Qualifications)

ADOPTED: July 18, 2005

REVISED February 6, 2006

REVISED: June 4, 2007

## **General Personnel**

### **Communicable and Chronic Infectious Disease**

The Superintendent shall develop and implement procedures for dealing with known or suspected cases of a communicable and chronic infectious disease involving a District employee consistent with State and federal law, rules of the Illinois Department of Public Health, and Board of Education policies.

An employee with a communicable or chronic infectious disease shall be evaluated by the District's Communicable and Chronic Infectious Disease Review Team. The employee's medical records shall be held in strictest confidence by the Team, except to the extent allowed by law.

Employees with a communicable or chronic infectious disease will be permitted to retain their positions whenever, after reasonable accommodations and without undue hardship, there is no substantial risk of transmission of the disease to others, provided an employee is able to continue to perform the position's essential functions. Employees who cannot retain their positions shall remain subject to the Board's employment policies including sick leave, physical examinations, temporary and permanent disability, and termination. Determining whether an employee with a communicable or chronic infectious disease may retain his or her position will be made in accordance with established procedures.

The recommendation of whether the employee's placement is appropriate shall be made on a case-by-case basis by the District's Communicable and Chronic Infectious Disease Review Team.

LEGAL REF.: Americans With Disabilities Act, 42 U.S.C. § 12101 et seq.  
Rehabilitation Act of 1973, 29 U.S.C. § 791.  
20 ILCS 2305/6.  
105 ILCS 5/24-5.  
820 ILCS 40/1 et seq.  
Rules and Regulations for the Control of Communicable Diseases, issued by the Illinois Department of Public Health.

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

ADOPTED: July 18, 2005

## General Personnel

### Drug- and Alcohol-Free Workplace

All District workplaces are drug- and alcohol-free workplaces. All employees shall be prohibited from:

1. unlawful manufacture, dispensing, distribution, possession, use, or being under the influence of a controlled substance while on District premises or while performing work for the District.
2. distribution, consumption, use, possession, or being under the influence of alcohol while on District premises or while performing work for the District.

For purposes of this policy a controlled substance is one 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.

In order to make employees aware of dangers of drug and alcohol abuse, the District will:

1. provide each employee with a copy of the District Drug- and Alcohol-Free Workplace policy;
2. post notice of the District Drug- and Alcohol-Free Workplace 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.

### District Action Upon Violation of Policy

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

The Board of Education 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.

LEGAL REF.: Americans With Disabilities Act, 42 U.S.C. § 12114.  
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. § 701 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.

ADOPTED: July 18, 2005

## **General Personnel**

### **Expenses**

The Board of Education shall reimburse employees for expenses necessary for the performance of their duties which have been approved by the Superintendent. If the anticipated expense amount exceeds budgeted amounts, prior Board approval is required.

Employees must submit to the Superintendent an itemized, signed voucher showing the amount of actual expenses, attaching receipts to the voucher if possible. Expense vouchers shall be presented to the Board of Education in its regular bill process.

### **Cellular Telephone**

**Please refer to the “Collective Bargaining Agreement between Home Facilitators and Board of Education of Peoria District #150”**

### **Mileage**

**Please refer to the “Collective Bargaining Agreement between Coordinating Council for Maintenance and Operations Employees and Board of Education of Peoria District #150”**

LEGAL REF.: 105 ILCS 5/10-22.32.

ADOPTED: July 18, 2005

## **General Personnel**

### **Peoria Public Schools District 150 Wireless/Cell Communication Policy**

#### **Purpose**

The purpose of this policy is in response to the use of wireless/cell devices owned or reimbursed by Peoria Public Schools District 150. Staff who are required to be accessible regardless of the time of day, day of the week, or geographical location are effected by this policy. Peoria Public Schools District 150 will provide a limited number of wireless devices for this purpose.

#### **Usage**

Usage of a District wireless/cell device is a privilege and is provided to improve operations, service, and enhance operating efficiencies. It is intended that these wireless devices are to be used expressly for performance of jobs only. Use of a District wireless device should not be a primary mode of communication, but should be used only when such usage is the most cost-effective way to conduct business.

The use of a district wireless/cell device is considered not to be private. Records of use of a District wireless/cell device as well as any emails or text messages, sent or received on the device are subject to Freedom of Information Act, Family Educational Rights and Privacy Act, Illinois School Records Act and requests for production of documents in civil litigation. Use will be monitored monthly by the administration.

#### **Justification**

Justification for a District wireless device is left to the determination of the Superintendent. No District employee may approve his/her own device and/or service plan. District cell phones will be assigned to staff provided at least one of the following criteria is met:

- The job responsibilities require considerable time outside of the office or work area and accessibility is important.
- The job responsibilities require a staff to be accessible outside of scheduled or normal working hours.

#### **Guidelines**

- All District wireless devices are intended to be used for official District business.
- No District employee is authorized to acquire a District wireless device independently without the approval of the Director of Technology.
- All employees receiving a District wireless device are required to sign a “statement of receipt and responsibility”.
- All District wireless device malfunctions are to be handled by the Technology Department.
- Internet usage is strictly prohibited unless approved by the administration
- Each phone will receive a limited number of minutes.
- Staff who abuse this policy will lose wireless privileges and be subject to disciplinary procedures.

## **Removal of Cell Phones**

A District wireless/cell device is the property of the Peoria Public Schools District 150. It may be removed from an employee's possession at any time. Violation of these policies may result in the removal of the phone, repayment of any fees incurred for misuse, reimbursement of cost for time lost due to misuse, and/or suspension.

LEGAL REF.: 105 ILCS 5/10-22.32.

ADOPTED: June 1, 2009

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## **General Personnel**

### **Religious Holidays**

Supervisors shall grant an employee's request for time off to observe a religious holiday if the employee gives at least 5 days prior notice and the absence does not cause an undue hardship.

Employees may use earned vacation time, or personal leave to make up the absence, provided such time is consistent with the District's operational needs. A per diem deduction may also be requested by the employee.

LEGAL REF.: Religious Freedom Restoration Act, 775 ILCS 35/5.  
775 ILCS 5/2-101 and 5/2-102.

ADOPTED: July 18, 2005

## **General Personnel**

### **Court Duty**

**Please refer to the current following collective bargaining agreements:**

**“Agreement Between the Peoria Federation of Teachers IFT-AFT/AFL-CIO and The Board of Education of Peoria District #150”**

**“Collective Bargaining Agreement between Peoria Federation of Support Staff -- Paraprofessional and School Related Personnel/IFT/AFT/AFL-CIO and Board of Education of Peoria District #150”**

**“Collective Bargaining Agreement between Home Facilitators and Board of Education of Peoria District #150”**

**“Collective Bargaining Agreement between Peoria Federation of Support Staff -- Clerical/IFT-AFT/AFL-CIO and Board of Education of Peoria District #150”**

**“Collective Bargaining Agreement between American Federation of State, County and Municipal Employees, AFL-CIO on behalf of Local 3716 Peoria District #150 Transportation Department Employees and Board of Education of Peoria District #150”**

**“Collective Bargaining Agreement between Coordinating Council for Maintenance and Operations Employees and Board of Education of Peoria District #150”**

**“Collective Bargaining Agreement between Peoria Federation of Support Staff - Cafeteria/IFT-AFT/AFL-CIO and Board of Education of Peoria District #150”**

**“Collective Bargaining Agreement between Peoria Federation of Support Staff -- Security/Police/Policeman’s Benevolent and Protective Association, Unit No. 114 and Board of Education of Peoria District #150”**

**For employees not covered by these agreements:**

The District will pay full salary during the time an employee is on court duty or, pursuant to a subpoena, serves as a witness or has a deposition taken in any school-related matter pending in court.

The staff member shall remit to the District any per diem expenses received as part of such service.

An employee should give at least 5 days' prior notice of pending court duty to the District.

LEGAL REF.: 105 ILCS 5/10-20.7.

ADOPTED: July 18, 2005

## **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 Principals that a report has been made. All District employees shall sign the "Acknowledgement of Mandated Reported Status" form provided by the Illinois Department of Child and Family Services and the Superintendent or designee shall ensure that the signed forms are retained.

The Superintendent or designee shall provide staff development opportunities for school personnel working with students in grades kindergarten through 8, in the detection, reporting, and prevention of child abuse and neglect.

Each individual School Board member must, if an allegation is raised to the member during an open or closed School Board meeting that a student is an abused child as defined in the Act, direct or cause the School Board to direct the Superintendent or other equivalent school administrator to comply with the requirement of the Act concerning the reporting of child abuse.

LEGAL REF.: 325 ILCS 5/1 and 5/4 et seq.

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

ADOPTED: July 18, 2005

REVISED: June 4, 2007

## General Personnel

### Staff Development Program

Please refer to the current following collective bargaining agreements:

**“Collective Bargaining Agreement between Peoria Federation of Support Staff -- Paraprofessional and School Related Personnel/IFT/AFT/AFL-CIO and Board of Education of Peoria District #150”**

**“Collective Bargaining Agreement between Home Facilitators and Board of Education of Peoria District #150”**

**“Collective Bargaining Agreement between Peoria Federation of Support Staff -- Clerical/IFT-AFT/AFL-CIO and Board of Education of Peoria District #150”**

**“Collective Bargaining Agreement between Peoria Federation of Support Staff - Cafeteria/IFT-AFT/AFL-CIO and Board of Education of Peoria District #150”**

**“Collective Bargaining Agreement between Peoria Federation of Support Staff -- Security/Policeman’s Benevolent and Protective Association, Unit No. 114 and Board of Education of Peoria District #150”**

**For employees not covered by these agreements:**

The Superintendent shall implement a staff development program. The goal of such 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 certified staff members shall be designed to effectuate the School Improvement Plan so that student learning objectives meet or exceed goals established by the District and State.

All staff members are encouraged to acquire, develop, and maintain the knowledge and skills necessary to properly administer life-saving techniques, including the Heimlich maneuver and rescue breathing, in accordance with a nationally recognized certifying organization. The staff development program may include training and services of experts in life-saving techniques to instruct teachers and other school personnel.

At least once every 2 years, the in-service training of certified school personnel and administrators shall include training 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.

### Professional Credit Refunds

**Please refer to the current “Agreement Between the Peoria Federation of Teachers IFT-AFT/AFL-CIO and The Board of Education of Peoria District #150”.**

LEGAL REF.: 105 ILCS 5/2-3.60, 5/2-3.64, 5/10-22.39, and 110/3.  
745 ILCS 49/1 et seq. (Good Samaritan Act).

ADOPTED: July 18, 2005

## **General Personnel**

### **Recognition for Service**

The Board of Education will periodically recognize those District employees who contribute significantly to the educational programs and welfare of the students.

ADOPTED:            July 18, 2005

## General Personnel

### Ethics

All District employees are expected to maintain high standards in their school relationships, to demonstrate integrity and honesty, to be considerate and cooperative, and to maintain professional relationships with students, parents, staff members, and others.

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; and
7. Any employee in a position that requires an administrative or a 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.

### Outside Employment and Conflict of Interest

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 shall an employee act as an agent of any business in any transaction with the District.

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.

LEGAL REF.: U.S. Constitution, First Amendment.  
5 ILCS 420/4A-101 and 430/1-1 et seq.  
50 ILCS 135/1 et seq.  
105 ILCS 5/22-5 and 5/24-22.  
Pickering v. Board of Township H.S. Dist. 205, 391 U.S. 563 (1968).

CROSS REF.: 2:105 (Ethics and Gift Ban)

ADOPTED: July 18, 2005

## **General Personnel**

### **Solicitations by or from Staff**

District employees shall not solicit donations or sales, nor shall they be solicited for donations or sales, on school grounds without prior approval from the Principal.

This Policy does not apply to school fund raising events or activities, or to fund raising activities by groups providing services to District #150 students, such as the Boy Scouts of America, Girl Scouts of America and Boys and Girls Club.

ADOPTED:            July 18, 2005

## **General Personnel**

### **Personnel Records**

**Please refer to the current following collective bargaining agreements:**

**“Agreement Between the Peoria Federation of Teachers IFT-AFT/AFL-CIO and The Board of Education of Peoria District #150”**

**“Collective Bargaining Agreement between Home Facilitators and Board of Education of Peoria District #150”**

**“Collective Bargaining Agreement between American Federation of State, County and Municipal Employees, AFL-CIO on behalf of Local 3716 Peoria District #150 Transportation Department Employees and Board of Education of Peoria District #150”**

**“Collective Bargaining Agreement between Coordinating Council for Maintenance and Operations Employees and Board of Education of Peoria District #150”**

**“Collective Bargaining Agreement between Peoria Federation of Support Staff -- Security/Police Officer's Benevolent and Protective Association, Unit No. 114 and Board of Education of Peoria District #150”**

**For employees not covered by these agreements:**

The District maintains a complete personnel record for every current employee and former employee. The employees' personnel records shall be maintained in the District's administrative office. An employee will be given access to his or her personnel records according to guidelines developed by the Superintendent.

LEGAL REF.: 820 ILCS 40/1 et seq.  
23 Ill. Admin. Code § 1.660.

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

ADOPTED: July 18, 2005

## **General Personnel**

### **Release of Credit Information**

The School District will only confirm employment when requested for credit information about a District employee.

An employee wanting employment and salary or wage information released must request so in writing and an administrator must sign the released materials.

ADOPTED:            July 18, 2005

## **General Personnel**

### **Copyright for Publication or Sale of Instructional Materials and Computer Programs Developed by Employees**

#### Instructional Materials

All instructional materials developed by an employee within the scope of employment with the District shall be classified "works for hire" and are the District's property. The District is entitled to all proceeds from the sale of "works for hire" other than computer programs.

The employee must provide the District with prior written notification of his or her intention to publish any instructional materials developed within the scope of employment. In no case shall notification be made any later than 20 business days prior to entering into a contract for publication with a publishing firm or with a manufacturer. The District has the exclusive right to register the copyrights for such instructional materials. Unless the employee specifically states in writing to the contrary, the employee warrants that any instructional materials developed and submitted to the District for publication are original.

#### Computer Programs

The employee who develops a computer program is entitled to a share of the proceeds from its sale as agreed to by the District. Neither the employee nor the District may receive more than 90% of the proceeds. The negotiation may be conducted by an employee's representative.

"Proceeds" are the profits after deducting expenses and shall be computed by the District. The proceeds of a computer program developed by more than one employee shall be equitably distributed among such employees, in proportion to their participation in the program's development, and the District.

#### Copyright Compliance

While staff members may use appropriate supplementary materials, it is each staff member's responsibility to abide by the District's copyright compliance procedures and to obey the copyright laws. No staff member shall, without first obtaining the permission of the Superintendent or designee, install or download any program on a District-owned computer. The District is not responsible for any violations of the copyright laws by its staff or students. A staff member should contact the Superintendent, or the person designated as the copyright compliance officer, whenever the staff member is uncertain about whether using or copying material complies with the District's procedures or is permissible under the law, or wants assistance on when and how to obtain proper authorization. At no time shall it be necessary for a District staff member to violate copyright laws in order to properly perform his or her duties.

LEGAL REF.: Federal Copyright Law of 1976, 17 U.S.C. § 101 et seq.  
105 ILCS 5/10-23.10.

CROSS REF.: 6:235 (Access to Electronic Networks)

ADOPTED: July 18, 2005

## General Personnel

### Temporary Illness or Temporary Incapacity

A temporary illness or temporary incapacity is an illness or other capacity of ill-being that 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 Board of Education's intent is that in no case will the employee, who is temporarily disabled, receive more than 100 percent of 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 in one school year, after exhaustion of all available leave, for more than 90 consecutive school days, such absence may be considered a permanent disability and the Board may consider beginning dismissal proceedings subject to State and federal law, including the Americans with Disabilities Act. The Superintendent may recommend this paragraph's use when circumstances strongly suggest that the employee returned to work intermittently in order to avoid this paragraph's application.

Any employee may be required to have an examination, at District expense, by a physician who is licensed in Illinois to practice medicine and surgery in all its branches 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 a physician assistant who has been delegated the authority by his or her supervisor to perform health examinations if the examination is job-related and consistent with business necessity.

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 Dist. No.127 1/2, 208 N.E.2d 423 (Ill.App. 1st Dist., 1965).  
School District No. 151 v. ISBE, 507 N.E.2d 134 (Ill. App. 1st Dist., 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: July 18, 2005

REVISED: February 6, 2006

## General Personnel

### Family and Medical Leave

Please refer to the current following collective bargaining agreements:

“Agreement Between the Peoria Federation of Teachers IFT-AFT/AFL-CIO and The Board of Education of Peoria District #150”

“Collective Bargaining Agreement between Peoria Federation of Support Staff -- Paraprofessional and School Related Personnel/IFT/AFT/AFL-CIO and Board of Education of Peoria District #150”

“Collective Bargaining Agreement between Home Facilitators and Board of Education of Peoria District #150”

“Collective Bargaining Agreement between Peoria Federation of Support Staff -- Clerical/IFT-AFT/AFL-CIO and Board of Education of Peoria District #150”

“Collective Bargaining Agreement between American Federation of State, County and Municipal Employees, AFL-CIO on behalf of Local 3716 Peoria District #150 Transportation Department Employees and Board of Education of Peoria District #150”

“Collective Bargaining Agreement between Coordinating Council for Maintenance and Operations Employees and Board of Education of Peoria District #150”

“Collective Bargaining Agreement between Peoria Federation of Support Staff - Cafeteria/IFT-AFT/AFL-CIO and Board of Education of Peoria District #150”

“Collective Bargaining Agreement between Peoria Federation of Support Staff -- Security/Police/Policeman’s Benevolent and Protective Association, Unit No. 114 and Board of Education of Peoria District #150”

**For employees not covered by these agreements:**

Any eligible support staff employees not covered by these agreements shall receive FMLA benefits under the same arrangement as those covered.

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

ADOPTED: July 18, 2005

## **General Personnel**

### **Family and Medical Leave**

This Administrative Procedure sets forth the administration of the Family Medical Leave Act (FMLA) by the Human Resources Department (“HR”) of Peoria Public Schools District 150 (“District”).

Within two (2) days from the date that HR is made aware that an individual has been absent for more than (5) five days, or within two (2) days of receipt by HR of written notice from an employee that the employee’s intent to use FMLA time for medical reasons (unless leave is requested for the birth or adoption of a child), HR will send an FMLA form to the employee to be filled out by the employee’s physician and returned to HR. Based on the information provided by the physician, HR will determine whether the employee’s absence qualifies for FMLA. If HR does not receive the forms within 15 days of its delivery to the employee, HR will make the determination based on the information that it has available.

HR will send a letter to the employee informing them of the District’s decision. If FMLA leave is granted, it will be counted from the first day of the employee’s absence. In the event the employee disagrees with the District’s determination, the employee must provide sufficient documentation to the contrary.

FMLA leave will run concurrently with paid sick leave and time-off for injuries covered by workers compensation. FMLA leave for medical conditions (but not for the birth or adoption of a child) can be used intermittently in half day increments. However if the intermittent leave affects the operations of the department in which the employee works, the District reserves the right to transfer the employee to an alternative position, until the employee returns to full capacity and/or their FMLA time has been exhausted.

The employee is required to provide updates every 30 days as to his or her status and intent to return to work. Eligible employees are entitled to FMLA leave once every 12 months. After all FMLA and other time-off benefits have been exhausted, if the employee is not able to return to work at his/her original position, Peoria Public Schools District 150 has the right to terminate employment.

ADOPTED:            May 19, 2008

## Professional Personnel

### Teacher Qualifications

A teacher, as the term is used in this policy, refers to a District employee who is required to be certified under State law. The following qualifications apply:

1. Each teacher must:
  - a. Have a valid Illinois certificate that legally qualifies the teacher for the duties for which the teacher is employed.
  - b. Provide the District Office with proof of certification by the end of the first week of school, each school year.
  - c. Provide the District Office with a complete transcript of credits earned in institutions of higher education and, annually by July 1, provide the District Office with a transcript of any credits earned since the date the last transcript was filed.
  - d. Notify the Superintendent of any change in the teacher's transcript.
2. The following teachers must be "highly qualified" as defined by State and federal law: (a) newly hired teachers who will work in a program supported with Title I funds, and (b) by the end of the 2005-2006 school year, all teachers of core academic subjects. Teachers are generally considered to be highly qualified if they: (a) have a bachelor's degree; (b) have full State certification according to criteria adopted by ISBE; and (c) have demonstrated subject-matter competence in the area(s) taught according to criteria adopted by ISBE. "Core academic subjects" means English, reading or language arts, mathematics, science, foreign languages, civics and government, economics, arts, history, and geography.

The Superintendent or designee shall:

1. Develop and implement a plan to ensure that all teachers who teach core academic subjects are "highly qualified," as defined in this policy, not later than the end of the 2005-2006 school year;
2. Through incentives for voluntary transfers, professional development, recruiting programs, or other effective strategies, ensure that minority students and students from low-income families are not taught at higher rates than other students by unqualified, out-of-field, or inexperienced teachers; and
3. Ensure parents/guardians of students in schools receiving Title I money are notified: (a) of their right to request their students' classroom teachers' professional qualifications, and (b) whenever their child is assigned to, or has been taught for 4 or more consecutive weeks by, a teacher who is not highly qualified.

LEGAL REF.: Sections 1111 and 1119 of the No Child Left Behind Act of 2001, codified at 20 U.S.C. §§6311 and 6319.  
 34 C.F.R § 200.55, 56, and 57.  
 105 ILCS 5/10-20.15, 5/21-1, 5/21-10, 5/21-11.4, and 5/24-23.  
 23 Ill. Admin. Code §1.620 and Part 25.  
 "Illinois Criteria for Meeting the NCLB Requirements for Highly Qualified Teachers," adopted by ISBE 6-17-03.

CROSS REF.: 6:170 (Title I Programs)

ADOPTED: July 18, 2005

## **Professional Personnel**

### **Terms and Conditions of Employment and Dismissal**

The Board of Education delegates authority and responsibility to the Superintendent to manage the terms and conditions for the employment of professional personnel. The Superintendent shall act reasonably and comply with State and federal law as well as any applicable collective bargaining agreement in effect. 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.

### **School Year and Calendar, Hours of Work, Salary, Assignments and Transfers, Dismissal, Evaluation**

**Please refer to the current "Agreement Between the Peoria Federation of Teachers IFT-AFT/AFL-CIO and The Board of Education of Peoria District #150".**

### **Duty-Free Lunch**

Teachers employed for at least 4 hours per day shall receive a duty-free lunch equivalent to the student lunch period, or 30 minutes, whichever is longer.

### **Nursing Mothers**

The District accommodates employees who are nursing mothers according to provisions in the Nursing Mothers in the Workplace Act. P.A. 92-0068.

LEGAL REF.: P.A. 92-0068 (Nursing Mothers in the Workplace Act).  
105 ILCS 5/10-19, 5/18-8, 5/24-2, 5/24-8, 5/24-9, 5/24-21, 5/24A-4, and 5/24A-5.  
Metzl v. Leininger, 57 F.3d 618 (7th Cir. 1995).

CROSS REF.: 5:290 (Employment Termination and Suspensions)

ADOPTED: July 18, 2005

## **Professional Personnel**

### **Principals' Salaries**

Beginning July 1, 2008, individual salary changes for principals will be determined by the Board of Education considering recommendations from the Superintendent. The Superintendent's recommendations shall be based upon each principal's performance as reflected on their annual evaluation using an instrument annually approved by the Board of Education not later than October 1 of each year; the Board of Education may also consider additional performance-based facts not appearing in the annual evaluation.

The initial compensation for principals appointed after the adoption of this policy will be determined by the Board of Education based upon the recommendations from the Superintendent and the salary ranges established by the Board of Education for particular types of principalships. All subsequent compensation amounts for principals, regardless of their date of appointment, will be adjusted based upon recommendations brought forward by the Superintendent considering the principal's performance as reflected by this policy. No salary adjustments will be made until evaluations are completed using the above-referenced evaluation tool.

ADOPTED:            March 4, 2008

**Professional Personnel**

**Salary Schedules And Regulations For Assistant Principals, Administrative Assistants, Deans, And Coordinators**

EFFECTIVE JANUARY 1, 2008

Placement on Teacher Schedule Times Sum of Responsibility Factor

Title	Responsibility Factor					Work Year
	(Years)					
	1	2	3	4	5	
H.S. Assistant Principal	1.29	1.31	1.33	1.35	1.37	210 days
H.S. Administrative Assistant	1.25	1.27	1.29	1.31	1.33	200 days
MS/PS Assistant Principal	1.18	1.20	1.22	1.24	1.26	200 days
Dean	1.16	1.18	1.20	1.22	1.24	190 days
Coordinator	1.14	1.16	1.18	1.20	1.22	215 days**
Supervising Speech Pathologist	1.10	1.12	1.14	1.16	1.18	200 days

Additional Factors:

The Superintendent, with Board approval, may increase or decrease the Responsibility Factor up to .10 if the superintendent believes special conditions of assignment or unusual performance warrants such change.

\*\*The Responsibility Factor shall be reduced 1 ½ % for each week not worked when a Coordinator’s work year is reduced.

Regulations:

When a staff member is moved to a classification of higher pay, the staff member will be placed at the lowest experience step which will cause the staff member’s Responsibility Factor to be higher than the one in the staff member’s former classification. When a staff member is moved to a classification of lower pay, the staff member will be placed at that experience step which will cause the staff member’s Responsibility Factor to be closest to the staff member’s former classification.

Longevity Pay for Administrators:

Administrative assistants, assistant principals, and deans will receive a .02 increase after fifteen (15) years of continuous service as an administrator and an additional .02 increase after twenty (20) years of continuous service as an administrator. Years served as a dean, administrative assistant, assistant principal, and principal will be counted as years of service as an administrator.

Note: This salary regulation has been a de facto wage policy of the District for a number of years.

ADOPTED: July 18, 2005

REVISED: March 4, 2008

## **Professional Personnel**

### **Resignations and Retirement**

Tenured teachers may resign at any time with consent of the Board of Education or by written notice sent to the Board of Education Secretary at least 30 days before the intended date of resignation. No teacher may resign during the school term in order to accept another teaching position without the consent of the Board of Education.

Probationary teachers may resign during their contract period only with the Board of Education's consent.

### **Retirement Incentive**

**Please refer to the current “Agreement Between the Peoria Federation of Teachers IFT-AFT/AFL-CIO and The Board of Education of Peoria District #150”.**

LEGAL REF.: 105 ILCS 5/24-14.

ADOPTED: July 18, 2005

## Professional Personnel

### Salaries for 2007-2008 Off Schedule Personnel

<u>TITLE</u>	<u>SALARY</u>
ASSOCIATE SUPERINTENDENT *	\$137,862
ASSISTANT SUPERINTENDENT - OPERATIONS*	\$128,233
ASSOCIATE SUPERINTENDENT*	\$117,183
DIRECTOR - CURRICULUM & INSTRUCTION*	\$113,221
DIRECTOR - COMM, FAMILY & EARLY CHILDHOOD PROGRAMS*	\$111,815
DIRECTOR - HUMAN RESOURCES#	\$100,980
DIRECTOR - FINE ARTS*	\$100,746
DIRECTOR - RESEARCH*	\$100,092
DIRECTOR - STUDENT AFFAIRS*	\$96,000
RESEARCH DATA ANALYST*	\$94,860
DIRECTOR - SPECIAL EDUCATION*	\$93,840
DIRECTOR - CAPITAL CONSTRUCTION	\$77,529
DIRECTOR - TITLE ONE*	\$77,265
DIRECTOR - TECHNOLOGY	\$75,000
DIRECTOR - TRANSPORTATION	\$74,564
BUSINESS MANAGER	\$72,140
SIX SIGMA	\$70,380
COORDINATOR - VHECEC	\$66,509
DIRECTOR - BUILDINGS & GROUNDS	\$66,392
SUPERVISOR FULL TIME - BUILDINGS & GROUNDS	\$64,525
DIRECTOR OF MEDIA AND PUBLIC RELATIONS	\$63,240
ASSISTANT DIRECTOR - MEDICAID	\$62,424
DIRECTOR - EMPLOYEE SERVICES	\$61,910
SECURITY CHIEF FULL TIME	\$61,445
SUPERVISOR FULL TIME - TRANSPORTATION	\$54,082
ASSISTANT DIRECTOR - HUMAN RESOURCES	\$53,040
SUPERVISOR COTAs	\$50,000
SUPERVISOR PHYSICAL THERAPISTS	\$50,000
EARLY CHILDHOOD INTERN	\$48,903
FAMILY LIAISON COORDINATOR	\$48,627
TRANSPORTATION INSPECTOR	\$47,006
DIRECTOR - ENTERPRISE SERVICES	\$45,903
TRANSPORTATION INSPECTOR	\$43,388
TRANSPORTATION INSPECTOR	\$43,388
STUDENT SUPPORT MANAGER - ROLLING ACRES	\$42,461
TRANSPORTATION INSPECTOR	\$41,383
TRANSPORTATION ROUTE/ SCHEDULER	\$41,383
SUPERVISOR FULL TIME - BUILDINGS & GROUNDS	\$40,504
STUDENT SUPPORT MANAGER - NORTHMOOR	\$40,383
BEHAVIORAL SPECIALIST	\$40,000
ACCOUNTING FACILITATOR	\$37,079

MARKETING AND COMMUNICATIONS SPECIALIST	\$36,000
STUDENT SUPPORT MANAGER - LOUCKS	\$34,679
SUMMER SCHOOL LIAISON	\$30,000
STUDENT SUPPORT MANAGER - FRANKLIN	\$29,761
CAFPS - FOOD SERVICE	\$28,914
ASSISTANT TO COORDINATOR - LIBRARY & TECHNOLOGY	\$26,344
CAFETERIA MANAGER - PEORIA	\$25,274
CAFETERIA MANAGER - RICHWOODS	\$25,274
CAFETERIA MANAGER - WOODRUFF	\$25,274
CAFETERIA MANAGER - MANUAL	\$22,207
DEVELOPMENTAL CASE MANAGER	\$21,953
DEVELOPMENTAL CASE MANAGER	\$20,646
DEVELOPMENTAL CASE MANAGER	\$20,646
DEVELOPMENTAL CASE MANAGER	\$17,235
DEVELOPMENTAL CASE MANAGER	\$17,235
COORDINATOR - DRIVERS EDUCATION	\$9,834
ASSISTANT BOARD SECRETARY	\$9,035
BOARD SECRETARY	\$9,035

**HOURLY OFF SCHEDULE PERSONNEL**

Title	Rate
MANAGER- EDUCATIONAL FOUNDATION	\$26.00
MANAGER - ADOPT-A-SCHOOL	\$26.00
ACCOMPANIST	\$23.94
FAMILY SUPPORT ASSOCIATE	\$13.96
SPECIAL EDUCATION ATTENDAND II	\$10.15
SPECIAL PROJECT - ART	\$9.37
JOB COACH	\$9.33
SPECIAL EDUCATION ATTENDANT I	\$9.20
CHILD CARE PROVIDER	\$8.93

\*Certificated employees receive 9.0% (included in salary) Board paid teacher retirement for the 07-08 school year

#Employee receives Board paid IMRF through 06/30/08, TRS thereafter

ADOPTED: July 18, 2005

REVISED: October 11, 2005 March 6, 2007 February 4, 2008 June 16, 2008

## **Professional Personnel**

### **Substitute Teachers**

The Superintendent may employ substitute teachers as necessary to replace teachers who are temporarily absent.

A substitute teacher must hold a valid teaching or substitute certificate. Substitute teachers with a substitute certificate may teach only when an appropriate, fully-certificated teacher is unavailable.

A substitute teacher may teach only for a period not to exceed 90 paid school days or 450 paid school hours in any one school district in any one school term. However, a teacher holding an early childhood, elementary, high school, or special certificate may substitute teach for a period not to exceed 120 paid school days or 600 paid school hours in any one school district in any one school term.

The Board of Education annually establishes a daily rate of pay for substitute teachers. No fringe benefits are given substitutes.

LEGAL REF.: 105 ILCS 5/21-9.  
23 Ill. Admin. Code § 1.790.

ADOPTED: July 18, 2005

## **Professional Personnel**

### **Maintaining Student Discipline**

Maintaining an orderly learning environment is an essential part of each teacher's instructional responsibilities. A teacher's ability to foster appropriate student behavior is an important factor in the teacher's educational effectiveness.

When a student's behavior is unacceptable, the teacher should first discuss the matter with the student. If the unacceptable behavior continues, the teacher should consult with the Building Principal and/or discuss the problem with the parent(s)/guardian(s). A teacher may request that a student be removed from the learning setting whose behavior interferes with the lessons or participation of fellow students; a student's removal must be in accordance with Board policy and administrative procedures.

Teachers shall not use disciplinary methods which may be damaging to students, such as ridicule, sarcasm, or excessive temper displays. Corporal punishment (including slapping, paddling or prolonged maintenance of a student in physically painful positions, and intentional infliction of bodily harm) may not be used. Teachers may use reasonable force as needed to keep students, school personnel, and others safe, or for self-defense or defense of property.

LEGAL REF.: 105 ILCS 5/24-24.

CROSS REF.: 7:190 (Student Discipline)

ADOPTED: July 18, 2005

## **Professional Personnel**

### **Suspension**

#### **Suspension Without Pay**

The Board of Education may suspend without pay (1) a professional employee pending a dismissal hearing, or (2) a teacher as a disciplinary measure for up to 30 employment days for misconduct that is detrimental to the School District.

Misconduct that is detrimental to the School District includes:

- Insubordination, including any failure to follow an oral or written directive from a supervisor
- Violation of Board Policy or Administrative Procedure
- Conduct that disrupts or may disrupt the educational program or process
- Conduct that violates any State or Federal law that relates to the employee's duties
- Other sufficient causes

At the request of the professional employee within 5 calendar days of receipt of a pre-suspension notification, the Board or Board-appointed hearing examiner will conduct a pre-suspension hearing. The Board or its designee shall notify the professional employee of the alleged charges and the date and time of the hearing. At the pre-suspension hearing, the professional employee or his/her representative may present evidence.

#### **Suspension With Pay**

The Board of Education or Superintendent or designee may suspend a professional employee with pay (1) during an investigation into allegations of disobedience or misconduct whenever the employee's continued presence in his or her position would not be in the School District's best interests, (2) as a disciplinary measure for misconduct that is detrimental to the School District as defined above, or (3) pending a Board hearing to suspend a teacher without pay.

The Superintendent shall meet with the professional employee to present the allegations and give the professional employee an opportunity to refute the charges. The professional employee will be told the dates and times the suspension will begin and end. No suspension with pay shall exceed 10 school or working days in length.

### **ADMINISTRATIVE LEAVE**

#### **Administrative Leave with Pay**

The Superintendent, or designee, may place any employee on administrative leave with pay during any investigation for allegations of disobedience or misconduct when the employee's continued presence in his or her position would not be in the District's best interest, including or during the pendency of any criminal or administrative charges. Administrative leave is not a disciplinary measure. Administrative leave exceeding ten (10) school or working days shall have the consensus of the Board of Education.

LEGAL REF.: 105 ILCS 5/24-12.  
Cleveland Board of Education v. Loudermill, 105 S.Ct. 1487 (1985).  
Barszcz v. Community College District No. 504, 400 F.Supp. 675 (N.D. Ill., 1975).  
Massie v. East St. Louis School District No.189, 561 N.E.2d 246 (Ill.App.5, 1990).

CROSS REF.: 5:290 (Educational Support Personnel - Employment Termination and Suspensions)

ADOPTED: July 18, 2005

REVISED: January 11, 2010

LEGAL REF.: 20 ILCS 1805/30.1 et seq.  
105 ILCS 5/24-6, 5/24-6.1, 5/24-6.2, 5/24-6.3, 5/24-13, and 5/24-13.1.  
820 ILCS 147/1 et seq.  
820 ILCS 147/15.  
Victims' Economic Security and Safety Act, P.A. 93-591.

CROSS REF.: 5:180 (Temporary Illness or Temporary Incapacity), 5:185 (Family and Medical Leave), 5:330 (Sick Days, Vacation, Holidays, and Leaves)

ADOPTED: July 18, 2005

## **Professional Personnel**

### **Student Teachers**

The Superintendent is authorized to accept students from university approved teacher-training programs to do student teaching in the District. The Superintendent or designee shall be responsible for screening potential student teachers and for their orientation, assignment and training program.

Student teachers should be assigned to supervising teachers whose qualifications are acceptable to the District and the students' respective colleges or universities.

LEGAL REF.: 105 ILCS 5/10-22.34.

ADOPTED: July 18, 2005

## **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, other than a reason prohibited by law, or no reason at all. Nothing in School Board policy is intended or should be construed as altering the employment at-will relationship.

Exceptions to employment at-will may include employees who are employed annually, have an employment contract, or are otherwise granted a legitimate interest in continued employment. The Superintendent is authorized to make exceptions to employing non-certificated employees at-will but shall maintain a record of positions or employees who are not at-will and the reason for the exception.

#### Compensation

**Please refer to the current following collective bargaining agreements:**

**“Collective Bargaining Agreement between Peoria Federation of Support Staff -- Paraprofessional and School Related Personnel/IFT/AFT/AFL-CIO and Board of Education of Peoria District #150”**

**“Collective Bargaining Agreement between Home Facilitators and Board of Education of Peoria District #150”**

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**“Collective Bargaining Agreement between Peoria Federation of Support Staff -- Security/Policeman’s Benevolent and Protective Association, Unit No. 114 and Board of Education of Peoria District #150”**

**For employees not covered by these agreements:**

The Board of Education will determine salary and wages for educational support personnel. Increments are dependent on evidence of continuing satisfactory performance. An employee covered by the overtime provisions in State or federal law shall not work overtime without prior authorization from the employee’s immediate supervisor. Educational support personnel are paid twice monthly.

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 (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 (Ill. App. 2d Dist. 1984).  
Molitor v. Chicago Title & Trust Co., 59 N.E. 2d 695 (1st Dist. 1945).

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

ADOPTED: July 18, 2005

## **Educational Support Personnel**

### **Duties and Qualifications**

All support staff: (1) must meet qualifications specified 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.

### **Noncertificated Personnel with Instructional Duties in a Program Supported with Federal Funds Under Title I**

Noncertificated personnel with instructional duties in a program supported with federal funds under Title I are known as "paraprofessionals." They shall have the duties and qualifications as described in Title I of the Elementary and Secondary Education Act and rules adopted by the US Department of Education, as well as qualifications as determined by the Illinois State Board of Education. At a minimum, newly hired paraprofessionals must have:

1. Completed at least 2 years of study at an institution of higher education;
2. Obtained an associate's or higher degree; or
3. Met a rigorous standard of quality and can demonstrate, through a formal State or local assessment, knowledge of relevant subjects.

Individuals with only non-instructional duties (e.g., providing technical support for computers, providing personal care services, or performing clerical duties) are not "paraprofessionals" and the requirements in this section do not apply.

### **Noncertificated Personnel with Instructional Duties in a Program That Is Not Supported with Federal Funds Under Title I**

Noncertificated personnel with instructional duties in a program that is not supported with federal funds under Title I are known as "teacher aides." They shall have the qualifications as determined by the Illinois State Board of Education. They may be used:

1. To assist with academic programs under a certificated teacher's immediate supervision; or
2. For providing specialized instruction in fields in which their knowledge and skills make them particularly qualified, provided they are under a certificated teacher's direction and the District receives the Regional Superintendent's approval.

### **Noncertificated Personnel Working with Students Performing Non-Instructional Duties**

Noncertificated personnel, including paraprofessionals and teacher aides, 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 School 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 first aid. The Superintendent or designee shall ensure that all coaches have completed appropriate training



## **Educational Support Personnel**

### **Drug and Alcohol Testing for School Bus and Commercial Vehicle Drivers**

The District shall adhere to federal law and regulations requiring a drug and alcohol testing program for school bus and commercial vehicle drivers.

This program shall comply with the requirements of the Code of Federal Regulations, Title 49 § 382 et seq. The Superintendent or designee shall adopt and enact regulations consistent with the federal regulations, defining the circumstances and procedures for the testing.

LEGAL REF.:       49 U.S.C. § 2717, Alcohol and Controlled Substances Testing (Omnibus Transportation Employee Testing Act of 1991).  
                      49 C.F.R. Parts 40 (Procedures for Transportation Workplace Drug and Alcohol Testing Programs), 382 (Controlled Substance and Alcohol Use and Testing), and 395 (Hours of Service of Drivers).

CROSS REF.:       4:110 (Transportation), 5:30 (Hiring Process and Criteria), 5:280 (Duties and Qualifications)

ADOPTED:         July 18, 2005

## **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 for any reason subject to State and federal law.

#### Reduction in Force and Recall

**Please refer to the current following collective bargaining agreements:**

**“Collective Bargaining Agreement between Peoria Federation of Support Staff -- Paraprofessional and School Related Personnel/IFT/AFT/AFL-CIO and Board of Education of Peoria District #150”**

**“Collective Bargaining Agreement between Peoria Federation of Support Staff -- Clerical/IFT-AFT/AFL-CIO and Board of Education of Peoria District #150”**

**“Collective Bargaining Agreement between American Federation of State, County and Municipal Employees, AFL-CIO on behalf of Local 3716 Peoria District #150 Transportation Department Employees and Board of Education of Peoria District #150”**

**“Collective Bargaining Agreement between Coordinating Council for Maintenance and Operations Employees and Board of Education of Peoria District #150”**

**“Collective Bargaining Agreement between Peoria Federation of Support Staff - Cafeteria/IFT-AFT/AFL-CIO and Board of Education of Peoria District #150”**

**“Collective Bargaining Agreement between Peoria Federation of Support Staff -- Security/Policeman’s Benevolent and Protective Association, Unit No. 114 and Board of Education of Peoria District #150”**

#### **For employees not covered by these agreements:**

The Board of Education shall use a seniority list to determine the order of dismissal if it reduces educational support personnel or discontinues some type of educational support service. The seniority list, categorized by positions, shall show the length of continuing service of each full-time educational support employee. The employee with the shorter length of continuing service within the respective category of position shall be dismissed first.

Written notice will be given the employee by certified mail, return receipt requested, at least 30 days before the employee is removed or dismissed, together with a statement of honorable dismissal and the reason therefor.

Any vacancies for the following school term or within one calendar year from the beginning of the following school term, shall be offered to the employees so removed or dismissed from that category of position provided they are qualified to hold such positions.

#### Final Paycheck

A terminating employee's final paycheck will be adjusted for any unused, earned vacation credit. Employees are paid for all earned vacation. Terminating employees will receive their final pay on the next regular payday following the date of termination, except that an employee dismissed due to a

reduction in force shall receive his or her final paycheck on or before the third business day following the last day of employment.

#### Suspension

Except as provided below, the Superintendent is authorized to suspend an employee without pay as a disciplinary measure, during an investigation into allegations of misconduct, or pending a dismissal hearing whenever, in the Superintendent's judgment, the employee's presence is detrimental to the District. A disciplinary suspension shall be with pay (1) when the employee is exempt from the overtime provisions of the federal wage and hour laws, or (2) until an employee with an employment contract for a definite term is provided a notice and hearing according to the suspension policy for professional employees.

#### Discipline

**Please refer to the current following collective bargaining agreements:**

**“Collective Bargaining Agreement between Peoria Federation of Support Staff -- Paraprofessional and School Related Personnel/IFT/AFT/AFL-CIO and Board of Education of Peoria District #150”.**

**“Collective Bargaining Agreement between Home Facilitators and Board of Education of Peoria District #150”**

**“Collective Bargaining Agreement between Peoria Federation of Support Staff -- Clerical/IFT-AFT/AFL-CIO and Board of Education of Peoria District #150”**

**“Collective Bargaining Agreement between American Federation of State, County and Municipal Employees, AFL-CIO on behalf of Local 3716 Peoria District #150 Transportation Department Employees and Board of Education of Peoria District #150”**

**“Collective Bargaining Agreement between Peoria Federation of Support Staff - Cafeteria/IFT-AFT/AFL-CIO and Board of Education of Peoria District #150”**

**“Collective Bargaining Agreement between Peoria Federation of Support Staff -- Security/Police Officer's Benevolent and Protective Association, Unit No. 114 and Board of Education of Peoria District #150”**

#### Early Retirement Incentive

**Please refer to the current following collective bargaining agreements:**

**“Collective Bargaining Agreement between Peoria Federation of Support Staff -- Paraprofessional and School Related Personnel/IFT/AFT/AFL-CIO and Board of Education of Peoria District #150”.**

**“Collective Bargaining Agreement between Home Facilitators and Board of Education of Peoria District #150”**

**“Collective Bargaining Agreement between Peoria Federation of Support Staff -- Clerical/IFT-AFT/AFL-CIO and Board of Education of Peoria District #150”**

**“Collective Bargaining Agreement between Coordinating Council for Maintenance and Operations Employees and Board of Education of Peoria District #150”**

**“Collective Bargaining Agreement between Peoria Federation of Support Staff -- Security/Police Officer's Benevolent and Protective Association, Unit No. 114 and Board of Education of Peoria District #150”**

LEGAL REF.: 105 ILCS 5/10-23.5 and 5/10-22.34.

CROSS REF.: 5:240 (Suspension)

ADOPTED: July 18, 2005

## **Educational Support Personnel**

### **Schedules and Employment Year**

#### Twelve-Month Employees

**Please refer to the current “Collective Bargaining Agreement between Peoria Federation of Support Staff -- Clerical/IFT-AFT/AFL-CIO and Board of Education of Peoria District #150”.**

#### **For employees not covered by this agreement:**

Twelve-month employees work daily (Monday through Friday) except holidays and earned vacation time.

Custodians and maintenance personnel work a 40-hour week, with the individual time schedule developed by the supervisor and subject to individual building needs. Custodians assume the additional responsibility for building checks as outlined in their job description.

Administrative office personnel work a 40-hour week with the individual time schedule developed by the supervisor and subject to the District's needs.

#### Ten-Month Employees

Ten-month employees work 10 working days before and after the school calendar.

On days when school sessions are canceled due to emergency situations and certificated personnel are not required to report for work, ten-month employees will not be required to work.

School secretaries work a 40-hour week, with the individual time schedule developed by the Building Principal. During the school calendar year, there may occur certain modifications of the school secretaries' work schedule, subject to building needs as determined by the Building Principal.

#### School Year Employees

#### **Please refer to the current following collective bargaining agreements:**

**“Collective Bargaining Agreement between Peoria Federation of Support Staff -- Paraprofessional and School Related Personnel/IFT/AFT/AFL-CIO and Board of Education of Peoria District #150”**

**“Collective Bargaining Agreement between Peoria Federation of Support Staff -- Clerical/IFT-AFT/AFL-CIO and Board of Education of Peoria District #150”**

#### **For employees not covered by these agreements:**

School year employees work the school calendar year unless otherwise specified. Classroom aides work a schedule subject to building needs as determined by the Building Principal.

#### Hourly Employees

Work as needed and approved by immediate supervisor.

#### Supervisory Staff

The work day and work year for supervisory staff shall be similar to other personnel except that supervisory personnel are employed for specific tasks and such personnel are expected to work beyond the regular work day in order to accomplish such tasks when necessary. No additional remuneration shall be provided for such work.

Breaks

**Please refer to the current following collective bargaining agreements:**

**“Collective Bargaining Agreement between Peoria Federation of Support Staff -- Paraprofessional and School Related Personnel/IFT/AFT/AFL-CIO and Board of Education of Peoria District #150”**

**“Collective Bargaining Agreement between Peoria Federation of Support Staff - Cafeteria/IFT-AFT/AFL-CIO and Board of Education of Peoria District #150”**

**For employees not covered by these agreements:**

Employees who work at least 7.5 continuous hours shall receive a 30 minute duty-free meal break which begins within the first 5 hours of the employee's work day. The District accommodates employees who are nursing mothers according to provisions in the Nursing Mothers in the Workplace Act. P.A. 92-0068.

LEGAL REF.: Fair Labor Standards Act, 29 U.S.C. §207 et seq.  
P.A. 92-0068 (Nursing Mothers in the Workplace Act)  
105 ILCS 5/10-20.14a, 5/10-22.34, and 5/10-23.5.

ADOPTED: July 18, 2005

## **Educational Support Personnel**

### **Evaluation**

Each educational support staff member's job performance shall be evaluated by his/her direct supervisor. The evaluation process includes scheduled annual evaluations, on forms applicable to the job classification, and day-to-day appraisals. Supervisors should consider the employee's work quality, promptness, attendance, reliability, conduct, judgment, and cooperativeness. Evaluations should be completed before the annual salary review.

Supervisors shall provide a copy of the completed evaluation to the employee and shall provide an opportunity to discuss it. The original should be signed by the employee and filed with the Superintendent.

As appropriate, supervisors should discuss job performance issues that require attention with employees.

ADOPTED:            July 18, 2005

## **Educational Support Personnel**

### **Sick Days, Vacation, Holidays, and Leaves**

Sick Leave, Funeral Leave, Parental Leave, Leave of Absence Without Pay, Personal Business Leave

**Please refer to the current following collective bargaining agreements:**

**“Collective Bargaining Agreement between Peoria Federation of Support Staff -- Paraprofessional and School Related Personnel/IFT/AFT/AFL-CIO and Board of Education of Peoria District #150”**

**“Collective Bargaining Agreement between Home Facilitators and Board of Education of Peoria District #150”**

**“Collective Bargaining Agreement between Peoria Federation of Support Staff -- Clerical/IFT-AFT/AFL-CIO and Board of Education of Peoria District #150”**

**“Collective Bargaining Agreement between Coordinating Council for Maintenance and Operations Employees and Board of Education of Peoria District #150”**

**“Collective Bargaining Agreement between Peoria Federation of Support Staff -- Security/Police Officer's Benevolent and Protective Association, Unit No. 114 and Board of Education of Peoria District #150”**

Sick Leave, Parental Leave, Leave of Absence Without Pay, Personal Business Leave

**Please refer to the “Collective Bargaining Agreement between Peoria Federation of Support Staff - Cafeteria/IFT-AFT/AFL-CIO and Board of Education of Peoria District #150”**

Sick Leave, General Leave, Additional Leave for Assault or Battery While on Duty

**“Collective Bargaining Agreement between American Federation of State, County and Municipal Employees, AFL-CIO on behalf of Local 3716 Peoria District #150 Transportation Department Employees and Board of Education of Peoria District #150”**

### Vacation

**Please refer to the following agreements:**

**“Collective Bargaining Agreement between Peoria Federation of Support Staff -- Clerical/IFT-AFT/AFL-CIO and Board of Education of Peoria District #150”**

**“Collective Bargaining Agreement between Coordinating Council for Maintenance and Operations Employees and Board of Education of Peoria District #150”**

### Holidays

**Please refer to the following agreements:**

**“Collective Bargaining Agreement between Peoria Federation of Support Staff -- Clerical/IFT-AFT/AFL-CIO and Board of Education of Peoria District #150”**

**“Collective Bargaining Agreement between Coordinating Council for Maintenance and Operations Employees and Board of Education of Peoria District #150”**

**For support staff employees not covered by these agreements:**

Unless the District receives a waiver or modification of The School Code pursuant to Section 2-3.25g allowing it to schedule school on a holiday listed below, District employees will be paid for, but will not be required to work on:

New Year's Day	Labor Day
Martin Luther King Jr.'s Birthday	Columbus Day
Abraham Lincoln's Birthday	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

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

#### Leaves for Service in the Military

Educational support personnel shall receive the same military leave that is granted professional staff.

#### School Visitation Leave

An eligible employee is entitled to a school visitation leave on the same terms and conditions granted professional staff.

#### Leaves for Victims of Domestic or Sexual Violence

Educational support personnel receive a leave for victims of domestic or sexual violence on the same terms and conditions granted professional staff.

#### Absence Due to Illness, Injury, Childbirth or Adoption for Personnel Other Than Administrative Staff or Those Covered by a Separate Agreement

1. Each full-time employee working less than twelve months shall be credited with a sick leave reserve of twelve days of full pay for each year of eligible service in the Peoria Public Schools. Such sick leave reserve may accumulate to a maximum of 210 days. Each full-time employee working twelve months shall be credited with a sick leave reserve of thirteen days of full pay for each year of eligible service in the Peoria Public Schools. Such sick leave reserve may accumulate to a maximum of 220 days. A maximum of 210 sick days may be used for retirement benefits. If a full-time employee has accumulated more than 23 and less than 72 sick leave days prior to the commencement of any school year and during such year has exhausted all accumulated sick leave, then such employee may use up to three additional sick leave days in that school year. Each employee shall receive annually on or before October 1, a report of that employee's current available sick leave.
2. Any employee who is appointed after the opening day of the normal working year shall be credited with one day of sick leave for each full month left in the normal working year.
3. Each year at the beginning of an employee's term of employment, he or she shall have immediately available for use the entire sick leave reserve for that year as defined above, except that newly appointed employees must report for duty before being eligible for sick leave.
4. Extended Sick Leave Benefits:
  - a. After employees have exhausted their regular sick leave reserves, they may apply for disability benefits provided by the District through the Illinois Municipal Retirement Fund and receive one-half of their regular rate of pay which they are receiving at the date of disability, subject to the regulations governing IMRF.
  - b. If disability occurs during the first year of employment and after regular sick leave benefits are exhausted, employees may receive one-half pay until they become eligible for disability benefits through the Illinois Municipal Retirement Fund, provided that in no case will the extended benefits be for more than 45 days.

5. Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the employee's immediate family or household. The immediate family for purposes of this section shall include: parents, spouse, brothers, sisters, children, grandparents, grandchildren, parent-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, and legal guardians.
6. Sick leave shall not be debited for legal holidays or vacations.
7. In cases of continuous illness where an employee received compensation because of accumulated sick leave, a physician's or practitioner's certificate shall be submitted to the Payroll Department, if the employee is absent for more than ten days. A physician's certificate may be required as deemed necessary in other cases.
8. No employee shall lose his or her accumulated allowance of unused days of sick leave by reason of having been on leave of absence or because of service in the Armed Forces of the United States.
9. In the event an employee shall become ill during the school day, there shall be no consequent loss of pay for that day, except in the case of employees who have used up their current and accumulative sick leave. If employees qualify for loss of time benefits under Workmen's Compensation, Items 10, 11 and 12 will apply. If an employee is present at the beginning of any half-day session, attendance shall be credited for the entire half day.
10. Absence up to 30 working days per year due to duty-connected injury shall not be deducted from the employee's accumulated sick leave providing he or she qualifies for benefits under Workmen's Compensation. During this period, the Board shall pay the employee's full salary.
11. Absence up to 60 days per year due to injury from an assault sustained while on duty as an employee of District 150 shall not be deducted from the employee's sick leave. During this period, the Board shall pay the employee's full salary.
12. If an employee receives Workmen's Compensation for loss of time while receiving full salary from the District, such compensation shall be endorsed or remitted to the District.
13. A full-time staff member may use as many as five days of accumulated sick leave upon his or her adoption of a child or upon the birth of a child of which he is the father.
14. Employees who contribute to IMRF, but are less than full-time, shall be eligible for ten (10) sick leave days per year, effective January 1, 1990. Employees shall have five (5) days from January 1, 1990 to June 30, 1990.

Personal Business Leave for Personnel Other Than Administrative Staff or Those Covered by a Separate Agreement

A maximum of two (2) days per year, non-cumulative, shall be granted by the Principal or immediate supervisor for personal business leave, under the following conditions:

- A. For urgent and compelling personal business which requires absence from school.
- B. A twenty-four hour notice shall be given to the Principal or immediate supervisor except under extenuating circumstances.
- C. Leaves shall not be granted for inclement weather, road conditions or recreations.
- D. The employer may request the reason for the leave. If the reason is requested, the employee shall give the reason to the Principal or supervisor. In all cases, the reason shall be kept confidential. Confidentiality shall not be breached if the Principal or supervisor reports the reason to the Superintendent or designee.
- E. Except under extenuating circumstances, personal business leave days shall not be granted the day before or after a holiday, or vacation periods.
- F. For persons who return from leave, or employed after the opening day of school and on or before the last day of November, two days personal business leave shall be granted for that school year.

Persons who return from leave, or employed between the first day of December and the last day of February, shall be granted one day personal business leave for that school year. Unused personal business leave days will be added to accumulated sick leave days for the following year. Such sick leave reserve may accumulate to a maximum of 220 days for twelve month employees and 210 days for less than twelve month employees.

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.

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

ADOPTED: July 18, 2005

REVISED: January 25, 2010