

DECATUR PUBLIC SCHOOL DISTRICT #61  
BOARD OF EDUCATION  
AGENDA

Regular Meeting  
Keil Administration Building  
101 W. Cerro Gordo Street  
Decatur, IL 62523

May 26, 2026  
5:00 PM Open Session  
Closed Session Immediately Following  
6:30 PM Open Session Reconvened

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Legend: AI = Action Item      DI = Discussion Item      IO = Information Only

**Strategic Plan Mission:**

*The mission of Decatur Public Schools, the destination district of our community, is to unlock students' unique and limitless potential to achieve their personal aspirations as fully prepared, contributing citizens in a global society through learning experiences distinguished by:*

- *commitment to the whole person resulting in student growth and confidence*
- *relevant, innovative, personalized academic pathways that promote passion and pride*
- *a learning environment that fosters curiosity and the thirst for achievement and discovery*
- *a culture of diversity, adaptability, and resilience*
- *meaningful and lasting relationships*
- *extraordinary school and community connections*

**The Board of Education Parameters that Guide Our Work:**

- We will make decisions in the best interest of all students.
- We will treat all people with dignity and respect.
- We will seek input and collaboration throughout our diverse community.
- We will practice responsible stewardship of all our resources.

**AI 1.0 CALL TO ORDER**

**CALL FOR EXECUTIVE SESSION**

The Board of Education will meet in Closed Executive Session to conduct an employee discipline hearing, discuss the appointment, employment, compensation, discipline, performance or dismissal of specific employees of the public body, pending litigation and collective negotiating matters between the Board and representatives of its employees.

Roll Call

**IO 2.0 PLEDGE OF ALLEGIANCE**

**AI 3.0 APPROVAL OF AGENDA MAY 26, 2026**

**IO 4.0 PUBLIC PARTICIPATION**

- Identify oneself and be brief.
- Comments should be limited to 3 minutes.
- Any public comments submitted to the Board Secretary will be included in the record.

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**PLEASE SILENCE ALL ELECTRONIC DEVICES**

**DI 5.0 BOARD DISCUSSION**

- A. Before and After School Care

**IO 6.0 REPORTS FROM ADMINISTRATION**

- A. First Read: Athletic Guides for Middle and High Schools
- B. First Read: Code of Conduct and Parent Handbook for 2026-2027 School Year
- C. Roadmap 2030 Phase II Presentation

**AI 7.0 CONSENT ITEMS**

- A. Minutes: Open/Closed Meetings May 12, 2026
- B. Financial Conditions Report
- C. Treasurer's Report

**AI 8.0 ROLL CALL ACTION ITEMS**

- A. Possible Ratification of a Termination of a Macon-Piatt Special Education District (MPSED) Paraprofessional – **Please Note: The MPSED Executive Board approved this item during their May 21, 2026 Board meeting.**
- B. Consideration and Action on a Possible Suspension and/or Termination of a Custodial Employee
- C. Personnel Action Items
- D. Ratification of the July 01, 2026 – June 30, 2029 Collective Bargaining Agreement between the Decatur Public School District #61 Board of Education and the Decatur Education Association
- E. Roadmap 2030 Phase II
- F. Property/Casualty Insurance Renewal

**IO 9.0 IMPORTANT DATES**

- June** 19 Juneteenth Holiday  
– **District Offices are Closed**

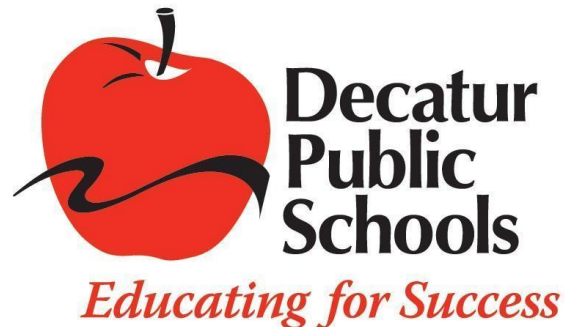
**Please Note:** The Keil Administration Building summer hours will be 8:00 AM to 4:30 PM Monday through Thursday, June 01, 2026 through July 31, 2026. **The Keil Building will be CLOSED to the public EVERY FRIDAY starting the week of June 1<sup>st</sup> through the week of July 27<sup>th</sup>, 2026.** The Keil Building will re-open on Fridays to the public the week of August 3<sup>rd</sup>, 2026.

**NEXT MEETING**

The public portion of the next regular meeting of the Board of Education will be at 6:30 PM, Tuesday, June 09, 2026 at the Keil Administration Building.

**AI 10.0 ADJOURNMENT**

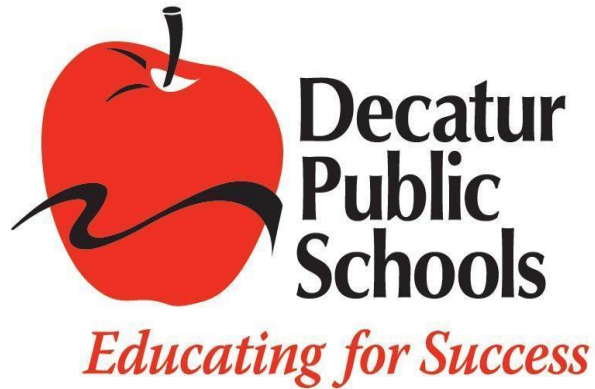
**Decatur Public School District 61  
101 West Cerro Gordo Street  
Decatur, Illinois 62523**



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**Student Code of Conduct  
And  
Parent Handbook  
2025~~5~~6-2026~~6~~7**

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# Student Code of Conduct and Parent Handbook 2025~~6~~-2026~~7~~

Adopted by the Board of Education

July 27, 1999

Revision **June 10, 2025**

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## Mission Statement

*The Discipline Action Committee of Decatur Public School District #61 is charged with maintaining and updating the language contained within the **Student Code of Conduct and Parent Handbook**. Our goal is to provide parents and students of District #61 with expectations for student conduct and the consequences for failure to adhere to the policies stated within the handbook. The Committee will update the handbook's language as dictated by changes to Federal and State laws and to meet District #61's needs. We will provide our schools with the tools to promote positive, responsible standards of student behavior in order to provide quality educational environments free from disruptions that interfere with the learning process*

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## SCHOOL ADMISSION PROCEDURE

All students must register for school each year on the dates and at the places designated by the Superintendent.

Students enrolling in the District for the first time must present a birth certificate **or other reliable proof of identity and age**, as well as **current and valid** proof of residence. Refer to *Health Requirements* in this publication for specific medical and dental requirements. Refer any enrollment questions to the school secretary.

### Age of Entrance

To be eligible for admission into Kindergarten a child must be 5 years old on or before September 1 of that school term. A child entering first grade must be six years of age on or before September 1 of that school year. Based upon an assessment of the child's readiness to attend Kindergarten the District may permit him or her to attend school prior to these dates, if the child is at least 4 years, 6 months by June 1. A child will also be allowed to attend first grade based upon an assessment of his or her readiness if he or she attended a non-public preschool, continued his or her education at that school through kindergarten, was taught in kindergarten by an appropriately licensed teacher, and will be six years old on or before December 31. A child with exceptional needs who qualifies for special education services is eligible for admission at three years of age. Early entrance to kindergarten or first grade may also be available through Board policy 6:135, *Accelerated Placement Program*.

### Athletic Fee

Any Middle or High school student who is participating in an Athletic Activity is required to pay athletic fees as described. Fee maximums apply per FAMILY/per BUILDING.

Elementary and Middle School (grades K – 8): \$10 per sport/ \$50 maximum per family/per building

High School (grades 9 – 12) - \$20 per sport/ \$100 maximum per family/per building

### Instructional Materials Fee

Each pupil is required to pay an instructional materials fee at the time of registration. Fees for the 20256-20267 school year are:

Early Childhood-Grade 6.....\$80.00

Grades 7-12.....\$100.00

The instructional materials fees are applied toward the purchase of basic and supplemental tests, hard-cover, paperback, periodicals, workbooks, and other related materials. Additional replacement costs are charged for materials lost or damaged beyond normal wear.

A student shall be eligible for a fee and fine waiver when:

1. The student currently lives in a household that meets the same income guidelines, with the same limits based on household size, that are used for the federal free meals program;
2. The student's parents/guardians are veterans or active-duty military personnel with income at or below 200% of the federal poverty line; or
3. The student is homeless, as defined in the McKinney-Vento Homeless Assistance Act (42 U.S.C. §11434a).

The Superintendent or designee will give additional consideration when one or more of the following factors are present:

- Serious illness in the family;
- Unusual expenses such as fire, flood, storm damage, etc.;
- Unemployment;
- Emergency situations;
- When one or more of the parents/guardians are involved in a work stoppage.

If a student receiving a waiver is found to be no longer eligible during the school year, the Superintendent or designee shall notify the student's parent/guardian and charge the student a prorated amount based upon the number of school days remaining in the school year.

Within 30 calendar days after the receipt of a waiver request, the Superintendent or designee shall mail a notice to the parent/guardian whenever a waiver request is denied. The denial notice shall include: (1) the reason for the denial, (2) the process and timelines for making an appeal, and (3) a statement that the parent/guardian may reapply for a waiver any time during the school year if circumstances change. If the denial is appealed, the District shall follow the procedures for the resolution of appeals as provided in the ISBE rule on waiver of fees.

The District qualifies under the USDA Eligibility Provision (CEP) to provide breakfast and lunch to each child in the District at no charge to the student. The CEP designation does not qualify the child for free textbooks. In order to qualify for free textbooks, the child must be identified by the State as a "Direct Certification" student, or the parent must complete the appropriate application and file the paperwork with Aramark Services for evaluation. We strongly encourage all parents to complete the CEP form as part of the registration process to help offset the Instructional Materials Fees. Students who do not qualify will be notified by Aramark and the full instructional materials fee will apply.

Parents may establish a payment schedule with the school if they are unable to pay the entire fee at registration. Fees must be paid in full by February 1 to avoid credit bureau collection.

Students attending Macon-Piatt Special Education Programs from county school districts should register in their resident (county) school and pay the instructional materials fees required of that district. Decatur Public Schools will seek instructional materials fees from the Macon-Piatt Special Education District, rather than directly from the pupil.

### **Decatur Public Schools Check Policy**

If your check is returned, you authorize Decatur Public School District 61 and its agents to collect this item electronically through eCashFlow Services. The check writer will be assessed a check collection fee as allowed by law and will be responsible for all other collection costs.

### **Emergency Phone Contact**

In any school emergency, parents are immediately notified. The State of Illinois requires parents to provide the working telephone numbers of two responsible adults to be contacted when parents are not available. Failure to comply with this requirement may result in the student being denied the privilege of school attendance.

### **Health Requirements**

Parent(s)/guardian(s) shall present proof of their child's examinations and immunizations as required by the State of Illinois and the District. **Requirements shall be submitted on the first day of school.** All health forms are available at the individual schools and district website.

**Medical** examinations shall be performed by a physician licensed to practice medicine in all of its branches, or an Advanced Practice Nurse, or Physician's Assistant, and recorded on the State of Illinois Certificate of Child Health Examination form. Sports physical forms are not acceptable for this requirement. Examinations shall be conducted within one year prior to the date of first entry into:

1. Pre-K;
2. Kindergarten;
3. Sixth grade;
4. Ninth grade; and
5. Any grade level when it is the student's first entry into a school in Illinois.

**Dental** examinations shall be performed by a licensed dentist, and recorded on the Proof of School Dental Examination form. Examinations shall be conducted within 18 months prior to May 15 of the year your child enters:

1. Kindergarten;
2. Second grade;
3. Sixth grade; and
4. Ninth grade.

**Immunizations** and screenings against preventable communicable diseases are required per Department of Health rules at the above intervals and/or as specified. All requirements are due by the first day of school. **All 6<sup>th</sup> through 11<sup>th</sup> grade students must show evidence of receiving one MCV4 (meningococcal) vaccine and 12<sup>th</sup> grade students must show evidence of receiving two MCV4 (meningococcal) vaccines with the second doses given after their 16<sup>th</sup> birthday.**

Detailed information on required vaccines can be found in “School Health Guidelines” and the District website.

**Vision** Examinations shall be performed by an **optometrist or ophthalmologist**, and recorded on the appropriate State of Illinois Proof of Vision Examination Form. Examinations shall be conducted within one year prior to the date of first entry into Kindergarten or first entry into an Illinois school, and submitted to the school on or before the first day of school.

A student may be exempted from this policy’s requirements on religious grounds if the student’s parents/guardians present to the Superintendent or designee a signed Certification of Religious Exemption explaining the objection, and **shall be signed by a health care provider** that they have provided education to the parents or legal guardians about the benefits of immunizations and the health risks of not vaccinating students. A student may be exempted from immunizations on medical grounds if a physician provides a written verification on the examination form. All statements of medical exemption must be approved by the Illinois Department of Public Health. Parents/guardians will receive “Student Health Guidelines” which further explain all health requirements and policies required under 77 Illinois Administrative Code 665.280 and 665.520.

### **Magnet and Montessori Schools**

The parent/guardian must fill out a magnet application online through Schoolmint and attend a mandatory orientation before the student will be considered as entered into the Magnet lottery. This must be done within the time period of the open lottery. The available seats are limited in these programs, so please take the time to make sure that the program you are applying for is the best program for your specific student’s needs. If your child is accepted at one of the Magnet schools, you will also need to fill out the required registration paperwork. Once you have accepted a seat at the school and the school year has started, your child will be required to remain at the location for that current school year. If you wish to remove your child from a Magnet school for the following school year, you must do so in writing before May 1st. If you move out of the DPS boundary or leave the program, you will need to complete the lottery process again to attempt to re-enter for the following school year. Any families who are awarded a spot in a magnet program will be required to sign a magnet compact when registering.

Students coming into the PreK program at Montessori Academy for Peace must be potty trained.

Magnet Compact Link This signature will acknowledge that families understand that if the Code of Conduct is violated, consequences will range from: parent contact thru magnet status revocation with the student returning to their home attendance center. If your student’s magnet status is revoked, they will not be allowed to return to the magnet school the following school year.

## **Cafeteria Services**

A complete Type A Breakfast and Type A Lunch is available in every school to every student at no charge to the student. The Type A lunch and breakfast consist of a combination of hot and cold foods prepared to meet a significant portion of the minimum daily nutritional requirements for good health, as established by the U.S. Department of Agriculture under the National School Lunch Act. Students are urged to eat the Type A lunch and breakfast each day, thereby assuring themselves of at least two well-balanced meals daily. Students may bring a lunch from home or participate in the school lunch program.

## **Transportation**

For student transportation information, or to make special arrangements or address changes concerning your child's transportation, **please contact the school** that your child attends. **DO NOT** call the bus company or the Keil building—all changes **MUST** go through your school office. Changes made during the course of the school year require a minimum of three days to become effective. Parents may be required to provide transportation for the student to and from school during this time.

Parents or legal guardians who provide transportation to and from school, because free transportation was not available for their students, may be eligible to receive money from the State of Illinois to help offset some costs for Decatur Public Transit bus fares or for private automobiles at the current approved rate. Your student must be under 21 on June 5th, be a full-time student, and reside more than one and one-half miles from school to be eligible. If you want to file a claim, you must go to the school your student attends by June 15th and file the claim in person. Funding of this program is determined by the State General Assembly and is not controlled by Decatur Public Schools.

## **ISBE (Illinois State Board of Education) Pupil Transportation Frequently Asked Questions**

- **Is the district required to transport students who live less than one and one-half miles from their assigned attendance center?**  
No. School Board may provide transportation for pupils living less than one and one-half miles as measured by the customary route of travel from the school attended and may make a charge for such transportation in an amount not to exceed the cost thereof, which shall include a reasonable allowance for depreciation of the vehicles so used. Statutory Citation: 105 ILCS 5/29-2.
- **How is the one and one-half miles measured?**  
State statute defines the measurement as the distance from the exit of the property where the pupil resides to the point where pupils are normally unloaded at the school attended; such distance shall be measured by determining the shortest distance on normally traveled roads or streets.
- **Are districts required to provide door-to-door transportation for pre-kindergarten or elementary students?**  
No, unless it is required per the Individualized Education Program (IEP) of a student with disabilities. Parents/guardians are responsible to see that the child is at the scheduled bus stop in time to board the school bus to go to school and be at the bus stop upon the child's return at the end of the school day.
- **Who determines the locations of the bus stops (pickup/drop-off points)?**  
The local school board of the district is required to establish the bus stops (pickup/drop-off points) for eligible students at a point located not more than one and one-half miles from the exit of the property of each pupil assigned to such a point. The school district is **not** required to provide door-to-door service. Statutory Citation: 105 ILCS 5/29-3

## School Bus Safety Rules

- a. Be aware of moving traffic and pay attention to your surroundings.
- b. Dress properly for the weather. Make sure all drawstrings, ties, straps, etc. on all clothing, backpacks and other items, are shortened or removed to lessen the likelihood of them getting caught in bus doors, railings or aisles.
- c. Arrive on time at the bus stop, and stay away from the street while waiting for the bus.
- d. Stay away from the bus until it stops completely and the driver signals you to board. Enter a single file without pushing. Always use the handrail.
- e. Take a seat right away and remain seated facing forward. Keep your hands, arms, and head inside the bus.
- f. Talk quietly on the bus. No shouting or creating loud noises that may distract the driver. Tablets, iPads, smart phones, and other electronic devices must be silenced on the bus unless a student uses headphones.
- g. Help keep the bus neat and clean. Keep belongings out of the aisle and away from emergency exits. Eating and drinking are not allowed on the bus.
- h. Always listen to the driver's instructions. Be courteous to the driver and other students. Sit with your hands to yourself and avoid making noises that would distract the driver or bother other passengers.
- i. Wait until the bus pulls to a complete stop before standing up. Use the handrail when exiting the bus.
- j. Stay out of the danger zone next to the bus where the driver may have difficulty seeing you. Take at least five giant steps (10 feet) away from the bus and out of the danger zone, until you can see the driver and the driver sees you. Never crawl under a bus.
- k. If you must cross the street after you get off the bus, wait for the driver's signal and then cross in front of the bus. Cross the street only after checking both ways for traffic, even after the driver's signal.
- l. Never run back to the bus, even if you dropped or forgot something.

## Audio/Video Recording on the Bus

Electronic visual and audio recordings may be used to monitor conduct and to promote and maintain a safe environment on the school bus. Students who damage the bus, including tampering with electronic recording devices on the bus, will be responsible for the cost of any necessary repairs or replacement and may be subject to discipline. Decatur Public School District's bus policy is set forth in Board Policy 7:220.

## ATTENDANCE & TRUANCY

### Definitions

**Truant** - A "truant" is a child subject to compulsory school attendance and who is absent without valid cause from such attendance for a school day or portion thereof. Truant also includes students who are absent for one or more class periods within the school day whose absence cannot be accounted for.

**Valid Cause for Absence** - A child may be absent from school because of illness, including the mental or behavioral health of the student, observance of a religious holiday, death in the immediate family, family emergency, attendance at a civic event, situations beyond the student's control as determined by the Board of Education, voting pursuant to policy 7:90, such other circumstances which cause reasonable concern to the parent for the mental, emotional, or physical health or safety of the student, or other reason as approved by the Superintendent or designee.

**Chronic Absenteeism:** A student who misses 10 percent of school days within the most recent academic year with or without a valid excuse. Out-of-school suspensions are included.

**Chronic or Habitual Truant** - A “chronic or habitual truant” is a child who is subject to compulsory school attendance and who is absent without valid cause from such attendance for 5 or more percent of the previous 180 regular attendance days.

**Truant Minor** - A child to whom supportive services, including prevention, diagnostic, intervention and remedial services, alternative programs, and other school and community resources, have been provided and have failed to result in the cessation of chronic truancy, or have been offered and refused.

### **Truancy**

The School District will determine if the student is a truant, chronic or habitual truant, or a truant minor. The Superintendent shall direct the appropriate School District staff to develop diagnostic procedures to be used for identifying the cause(s) of unexcused student absenteeism. The diagnostic procedures shall include, but not be limited to, interviews with the student, his or her parent(s)/guardian(s), and any school official(s) or other people who may have information about the reason(s) for the student’s attendance problem.

The following supportive services may be offered to truant or chronically truant students:

- Parent-teacher conferences
- Attendance Intervention Plans
- Student and/or family counseling
- Information about community agency services

If truancy continues after supportive services have been offered, the building principal shall refer the matter to the Department of Student Services to begin the Truancy Review Board Process. The Department of Student Services may call upon the resources of outside agencies, such as the Regional Office of Education Truancy Division or Teen Justice Program. The School Board, Superintendent, School District administrators, and teachers shall assist and furnish such information as they have to aid truant officers. Truancy may result in legal consequences.

The District shall collect and review its chronic absence data in order to determine what resources and support is needed to assist in engaging chronically absent students and their families to encourage daily attendance and promote student success.

### **Absence Notification**

A student’s parent(s)/guardian(s) must: (1) upon their child’s enrollment, provide working telephone numbers to the building principal and update them as necessary, and (2) authorize all absences and notify the school in advance or at the time of the child’s absence.

If a student is absent without prior authorization by the parent(s)/guardian(s), the designated school official shall make a reasonable effort to notify the parent(s)/guardian(s) of their child’s absence after the first class by telephoning the numbers given.

Students are expected to be present and to participate every day throughout the school year unless there is an appropriate reason for being absent. When a student is absent from class, credit for the course can be affected, as the student loses teacher instruction and class interaction. Students with an absence will be allowed to make up work for equal value upon request of the student or guardian. Request shall be done within 48 hours of the absence. Student will be allowed up to 1 day for every day the student is absent from school.

For anticipated absences, the student is required to bring a note (or phone call) from his or her parent/guardian prior to the absence. To be approved, absences must meet the excused absence criteria. Students returning to school with what they consider to be an approved absence must show proof or the absence will become unexcused. Students are allowed twelve excused parent notifications **per year**.

**Excused Absence Criteria:**

Student will be allowed makeup privileges based on the Absence Notification information provided above.

- A. Parent/guardian notes describing illness for son/daughter. Parent notes that exceed twelve notes per year will be considered unexcused unless approved by the building principal.
- B. A verified doctor appointment: the student will be required to secure a written report from the doctor in order to be excused.
- C. Funeral: Funeral that requires traveling and absences more than three days shall be discussed with administration to be excused.
- D. Student illness verified in writing by a doctor or students sent home by school nurse.
- E. One college day for juniors and two college days for seniors with proof of the college attended.
- F. Court appearances.
- G. Absences due to extenuating circumstances shall be discussed and approved by an administrator.
- H. Out-of-school suspensions: Please refer to Section I, Part C, "Suspension Procedures," of the *Student Code of Conduct and Procedures Handbook* under "The Disciplinary Policy."
- I. Religious Observations.

**Unexcused Absence Criteria:**

- A. Truancy from school.
- B. Returning to school without a note from parent/guardian or without prior notification (phone call or note) of absence.
- C. Absences explained by a parent/guardian note that exceed twelve days without a doctor's note or other unexcused absence.
- D. Any other reason not included in excused absences nor approved by an administrator.
- E. Vacations.

**Tardy Policy**

The Decatur Public Schools does not penalize students who come late to school occasionally for reasons recognized by the State of Illinois as valid causes for missing school. However, the district and the state consider a student who arrives late without valid cause, unexcused. If the tardiness becomes habitual, building administrators or designee will meet with parents/guardians to determine the cause and then begin interventions to assist the child and/or family. Tardies ultimately equal unexcused absences from school.

**Tardy Consequences**

- 1. After 5 tardies, students will receive a letter home and assigned detention.
- 2. After 7 tardies, students will receive a letter home and assigned detention. A meeting and attendance contract will be developed at the building level.
- 3. After 10 tardies, students will receive a letter home, and 1 day in Care/Transition. An attendance contract will be modified at the building level.
- 4. After 15 tardies, a parent meeting will be held regarding potential implementation of interventions and consequences of continued tardiness to school. Students will receive a letter home, and 2 days in Care/Transition.

**Homebound Instruction**

Home services may be provided to a student if that student has a medical condition and whose physician, physician assistant, or advanced practice registered nurse anticipates that the student will be absent from school for a minimum of 10 days or more, or on an intermittent basis due to a medical condition. Eligibility shall be determined by State law and the Ill. State Board of Education rules governing (1) the continuum of placement options for students who have been identified for special education services or (2) the home and hospital instruction provisions for students who have not been identified for special education services.

Appropriate educational services from qualified staff will begin no later than five school days after receiving a written statement from: (1) a physician licensed to practice medicine in all of its branches, (2) a licensed physician assistant, or (3) a licensed advanced practice registered nurse. Instructional or related services for a student receiving special education services will be determined by the student's individualized education program. (Students on Home Study are not allowed to take Driver's Education and/or Behind the Wheel.)

### **Visitors to the School**

A visitor to the school is defined as any person other than an enrolled student or District employee. All visitors to school property are required to report to the Building Principal's office and receive permission to remain on school property. All visitors must sign a visitors' log, show identification, be screened through the Raptor system, and wear a visitor's badge. When leaving the school, visitors must return their badge. On those occasions when large groups of parents/guardians, friends, and/or community members are invited onto school property or when community members are attending Board meetings, visitors are not required to sign in but must follow school officials' instructions. Persons on school property without permission will be directed to leave and may be subject to criminal prosecution.

### **Marijuana and Other Odors**

Effective July 1, 2025, Individuals that visit our schools and smell of Marijuana or other offensive, distracting, and or noxious odors, will be asked to leave the premises. Marijuana has an odor that can cause/trigger allergic reactions, make others sick from long term exposure, affect indoor air quality, and potentially have cancer-causing chemicals that put our students, staff, and others at risk.

School-aged students that come to school that smell like marijuana, or other offensive, distracting, and/or noxious odors will be asked to call home for a change in clothing or picked up from school so he/she can change clothes. When a student smells of marijuana or other offensive, distracting, and/or noxious odors, it can be distracting for them and others in the classroom which impedes learning. Our goal is, and will continue to be, providing an atmosphere that is safe and conducive to learning.

*\*\*\* Individuals that use marijuana for medicinal purposes will need to provide a medical card upon requests.*

### **Equal Educational Opportunities**

Equal educational and extracurricular opportunities shall be available for all students without regard to color, race, nationality, religion, sex, sexual orientation, ancestry, age, physical or mental disability, gender identity, status of being homeless, immigration status, order of protection status, or actual or potential marital or parental status, including pregnancy. Further, the District will not knowingly enter into agreements with any entity or any individual that discriminates against students on the basis of sex or any other protected status, except that the District remains viewpoint neutral when granting access to school facilities. Any student may file a discrimination grievance by using the *Uniform Grievance Procedure*.

The Decatur Public Schools will, upon request of an individual, make reasonable accommodations in compliance with the ADA and Section 504 of the Rehabilitation Act. Requests shall be submitted to the Director of Human Resources.

## **GRADING & PROMOTION**

Decatur Public Schools is committed to the continuous development of students enrolled in the district's schools and to student achievement of the skills for the current grade assignment for promotion to a higher grade.

Students will normally progress annually from grade to grade when in the judgment of the professional staff, it is in the best interest of the student involved. Parents/Guardians will receive prior notification

and explanation concerning the retention. The final decision to promote or retain a student rests with district administration.

All promotion and retention procedures will align with the established District Problem Solving Team Procedures as well as school board policy 6:280 Grading and Promotion.

### **Grading and Promotion**

Grading and promotion policy decisions shall be established by the Superintendent or designee. This system of grading and reporting academic achievement to students and parents/guardians will be recognized in all Decatur Public Schools. This policy will also determine when promotion and graduation requirements are met.

The decision to promote students to the next grade level will be dependent upon academic performance in reading and math, attendance, and performance on **District-Wide Assessment (DWA)** as described below. School Administrators shall ensure a personal learning plan is created for all students who are recommended for retention and/ or retained.

All non-traditional promotion (i.e. accelerated placement) and retention decisions for Decatur Public School must be approved by the Assistant Superintendent of Teaching & Learning.

### **Promotion Criteria**

A student's promotion status is determined by the following measures:

#### District-Wide Assessment (DWA)

- The **District-Wide Assessment (DWA)**: The district-wide assessment will be the Fast Bridge or other norm-referenced assessment administered by the district. Students with no DWA scores in either reading or math achievement will be considered based on classroom academic performance. If a student's DWA results are incomplete or inaccessible through no fault of the student, the Assistant Superintendent of Teaching & Learning shall make a promotion decision.

#### Academic Performance

- Report card grades in reading and math shall reflect a student's unit test scores and completion of homework assignments during the school year. The **final report card grade** in each subject is an average of the grades reported at the end of each of the four reporting periods.
- Every teacher shall maintain an evaluation record for each student in the teacher's classroom. A District administrator cannot change the final grade assigned by the teacher without notifying the teacher. A reasonable attempt to consult with the teacher must be made and documented by the principal prior to any change of a final grade.
- The home school must notify the parent/ guardian of any student being recommended for retention for the following school year no later than ten (10) school days after the conclusion of the first semester (i.e. 2<sup>nd</sup> quarter of grading). This notification must be documented (i.e. parent/ guardian name, contact number, date and time of contact)
- The home school must notify the Assistant Superintendent of Teaching & Learning no later than ten (10) school days after the conclusion of the first semester (i.e. 2<sup>nd</sup> quarter of grading) of any student the school may recommend for retention for the following school year.

### **Promotion Criteria for Students with Disabilities**

Decisions on whether to promote or retain a student with disabilities will be made in accordance with the Individuals with Disabilities Education Act (IDEA) and as required by other applicable law.

Promotion and retention of a student having an Individualized Education Program (IEP) or receiving accommodations pursuant to Section 504 of the Rehabilitation Act shall be determined by the student's educational team.

Every teacher shall maintain an evaluation record for each student in the teacher's classroom.

A District administrator cannot change the final grade assigned by the teacher without notifying the teacher. Reasons for changing a student's final grade include:

- A miscalculation of test scores;
- A technical error in assigning a particular grade or score;
- The teacher agrees to allow the student to do extra work that may impact the grade;
- An inappropriate grading system used to determine the grade; or
- An inappropriate grade based on an appropriate grading system.

Should a grade change be made, the administrator making the change must sign the changed record.

### **Attendance**

Students should obtain a 95% attendance rate. In **Illinois**, chronic or habitual truant is defined as a child who is absent without valid cause for 5 percent or more of the previous 180 regular attendance days.

### **Retention**

All retained students will receive a Personal Learning Plan, which is developed by the student's school along with the student's parent/guardian. Grade cycles include grades K-3, grades 4-6, grades 7 and 8. Students Turning 15 on or before September 1<sup>st</sup> (Age Cycle 15): If the student is 15 years old on or before September 1<sup>st</sup> and has not met 8th grade promotion criteria, other attendance placement will be considered.

### **Parent Promotion Appeal**

At the conclusion of the summer school period, parents/guardians of retained students will have ten (10) school days after receiving the promotion determination notice from the home school to submit a written request (appeal) for an additional review to the Director of Teaching and Learning and then to the Assistant Superintendent of Teaching & Learning.

### **Final Approval**

All non-traditional promotion (i.e. accelerated placement) and retention decisions for Decatur Public School must be approved by the Assistant Superintendent of Teaching & Learning.

### **Homework**

Students may have assignments to complete outside of school. Parents shall cooperate with teachers to see that the work is done. Homework assignments may be given at any level from kindergarten through high school for a wide variety of reasons:

- **To REINFORCE what was learned in class**
- **To PRACTICE what was learned in class**
- **To FINISH what was started in class**
- **To RESEARCH a topic chosen in class**
- **To STUDY independently a topic started in class**
- **To VISIT a library**
- **To EXPLORE new fields**

### **You help your child when you:**

- Check each day to see if your child has a homework assignment and if he/she understands how to do it
- Schedule a specific and uninterrupted time for doing the homework.

- Provide a quiet place for study.
- Let your child do his/her own work.
- Reinforce what was taught at school.
- Check the work to make sure your child understands and completes assignments.
- Ask your child to tell you what he/she has been studying or has learned.
- Check to see that all borrowed school materials are returned promptly and in good condition.
- Check to see that the homework is completed on time and taken to school.

**You hinder your child when you:**

- Do his/her homework for him/her.
- Disagree with or criticize the teacher and school.
- Nag or argue about homework.
- Show little interest.

**Note:** It is the responsibility of the parent to make transportation arrangements when your child stays for after-school help from the teacher.

**Free and Appropriate Public Education**

Decatur Public Schools is a member of the Macon-Piatt Special Education District (MPSED). The School District shall provide a free appropriate public education in the least restrictive environment and necessary related services to all children with disabilities enrolled in the District, as required by the Individuals With Disabilities Education Act (IDEA) and implementing provisions for the School Code, Section 504 of the Rehabilitation Act of 1973, and the Americans With Disabilities Act. The term *children with disabilities*, as used in this policy, means children between ages of 3 and 21 (inclusive) for whom it is determined, through definitions and procedures described in the Ill. State Board of Education (ISBE) *Special Education* rules, that special education services are needed. Children with disabilities who turn 22 years old during the school year are eligible for such services through the end of the school year. It is the intent of the District to ensure that students who are disabled within the definition of Section 504 of the Rehabilitation Act of 1973 are identified, evaluated, and provided with appropriate educational services. Students may be disabled within appropriate educational services. Students may be disabled within the meaning of Section 504 of the Rehabilitation Act even though they do not require services pursuant to IDEA.

For students eligible for services under IDEA, the District shall follow procedures for identification, evaluation, placement, and delivery of services to children with disabilities provided in the ISBE *Special Education* rules. For those students who are not eligible for services under IDEA, but , because of disability as defined by Section 504 of the Rehabilitation Act of 1973, need or are believed to need special **instruction** or related services, the District shall establish and implement a system of procedural safeguards. The safeguards shall cover students’ identification, evaluation and educational placement. This system shall include notice, an **opportunity** for the student’s parent(s)/guardian(s) to examine relevant records, an impartial hearing with opportunity for participation by the student’s parent(s)/guardian(s), representation by counsel, and a review procedure.

If necessary, students may also be placed in nonpublic special education programs or education facilities. Questions about the Special Education District and the programs provided shall be directed to the Assistant Director of Special Education, 620 E Garfield Ave. Decatur, IL 62526 or call (217) 362-3055.

**Section 504 Rights**

Section 504 of the Rehabilitation Act of 1973, commonly referred to as *Section 504*, is a nondiscrimination statute enacted by the U.S. Congress. The Act’s purpose is to: (1) protect the rights of individuals with disabilities in programs and activities that receive federal financial assistance from

the U.S. Dept. of Education (ED), and (2) ensure that disabled students have educational opportunities and benefits equal to those provided to non-disabled students.

An eligible student under Section 504 is a student who: has a record of having, or is regarded as having, a *physical or mental impairment* which substantially limits a *major life activity* as defined by 34 C.F.R. §104.3.

Parents/Guardians and/or students have the right to:

1. Be informed by the School District of your rights and procedural safeguards under Section 504 in an understandable language. 34 C.F.R. Part 104. The purpose of this notice is to advise parents/guardians and/or students of these rights.
2. The services of an interpreter, for parents/guardians who are deaf or do not typically communicate using spoken English and who participate in a Section 504 meeting. 105 ILCS 5/14-6.01.
3. A free appropriate public education designed to meet a student's individual educational needs as adequately as the needs of non-disabled students are met. 34 C.F.R. §104.33.
4. Free educational services except for those fees that are imposed on non-disabled students or their parents/guardians. Insurers and similar third parties are not relieved from an otherwise valid obligation to provide or pay for services provided to a disabled student. 34 C.F.R. §104.33.
5. A placement in the least restrictive environment to the maximum extent appropriate to meet the student's needs. 34 C.F.R. §104.34.
6. Facilities, services, and activities comparable to those provided for non-disabled students. 34 C.F.R. §104.34.
7. An evaluation prior to an initial Section 504 placement and any subsequent significant change in placement. 34 C.F.R. §104.35.
8. Testing and other evaluation procedures conforming to the requirements of 34 C.F.R. §104.35(b) as to validation, administration, areas of evaluation, etc. The District shall consider
9. information from a variety of sources, including aptitude and achievement tests, teacher recommendations, physical conditions, social and cultural background, adaptive behavior, physical or medical reports, student grades, progress reports, parent/guardian observations, anecdotal reports and standardized test scores. 34 C.F.R. §104.35(c).
10. Placement decisions made by a group of persons, i.e., a Section 504 committee, including the parents/guardians and persons knowledgeable about the student, the meaning of the evaluation data, the placement options, and the legal requirements for the least restrictive environment and comparable facilities. 34 C.F.R. §104.35(c).
11. Periodic reevaluation of students who have been provided special education and related services. 34 C.F.R. §104.35(d).
12. A notice prior to any action by the District in regard to the identification, evaluation, or placement of the student. 34 C.F.R. §104.36.
13. Examine relevant records. 34 C.F.R. §104.36.
14. An impartial hearing regarding the student's identification, evaluation, or educational placement including an opportunity for parental participation in the hearing and representation by an attorney, and a review procedure. 34 C.F.R. §104.36.
15. File a grievance under Board policy 2:260, *Uniform Grievance Procedure*, regarding any complaints that allege action prohibited by Section 504.
16. File a complaint with the District's Section 504 coordinator or designee concerning Section 504 matters other than your student's identification, evaluation and/or placement. The Section 504

coordinator or designee will investigate the allegations to the extent warranted by the nature of the complaint in an effort to reach a prompt and equitable resolution.

17. File a complaint with the Office of Civil Rights. The Office of Civil Rights may be contacted at:
  - a. U.S. Department of Education  
40 Maryland Avenue, SW  
Washington, D.C. 20202  
[www.ed.gov](http://www.ed.gov)

### **Accommodating Individuals with Disabilities**

Individuals with disabilities shall be provided an opportunity to participate in all school-sponsored services, programs, or activities and will not be subject to illegal discrimination. When appropriate, the District may provide to persons with disabilities aids, benefits, or services that are separate or different from, but as effective as, those provided to others.

The District will provide auxiliary aids and services when necessary to afford individuals with disabilities equal opportunity to participate in or enjoy the benefits of a service, program, or activity.

Each service, program, website, or activity operated in existing facilities shall be readily accessible to, and useable by, individuals with disabilities. New construction and alterations to facilities existing before January 26, 1992, will be accessible when viewed in their entirety.

The Superintendent or designee is designated the Title II Coordinator and shall:

1. Oversee the District's compliance efforts, recommend necessary modifications to the School Board, and maintain the District's final Title II self-evaluation document, update it to the extent necessary, and keep it available for public inspection for at least three years after its completion date.
2. Institute plans to make information regarding Title II's protection available to any interested party.

Individuals with disabilities should notify the Superintendent or Building Principal if they have a disability that will require special assistance or services and, if so, what services are required. This notification should occur as far in advance as possible of the school-sponsored function, program, or meeting. Individuals with disabilities may allege a violation of this policy or federal law by reporting it to the Superintendent or designated Title II Coordinator, or by filing a grievance under the Uniform Grievance Procedure.

### **English Learners**

The District offers opportunities for resident English Learners to achieve at high levels in academic subjects and to meet the same challenging State academic standards that all children are expected to meet. The Superintendent or designee shall develop and maintain a program for English Learners that will:

1. Assist all English Learners to achieve English proficiency, facilitate effective communication in English, and encourage their full participation in school activities and programs as well as promote participation by the parents/guardians of English Learners.
2. Appropriately identify students with limited English language proficiency.
3. Comply with State law regarding the Transitional Bilingual Educational Program (TBE) or Transitional Program of Instruction (TPI), whichever is applicable.
4. Comply with any applicable State and federal requirements for the receipt of grant money for English Learners and programs to serve them.
5. Determine the appropriate instructional program and environment for English Learners.
6. Annually assess the English proficiency of English Learners and monitor their progress in order to determine their readiness for a mainstream classroom environment.
7. Include English Learners, to the extent required by State and federal law, in the District's student assessment program to measure their achievement in reading/language arts and mathematics.

8. Provide information to the parents/guardians of English Learners about: (a) the reasons for their child’s identification, (b) their child’s level of English proficiency, (c) the method of instruction to be used, (d) how the program will meet their child’s needs, (e) how the program will specifically help their child learn English and meet age-appropriate academic achievement standards for grade promotion and graduation, (f) specific exit requirements of the program, (g) how the program will meet their child’s individualized education program, if applicable, and (h) information on parent/guardian rights. Parents/guardians will be regularly apprised of their child’s progress and involvement will be encouraged.

**Parent Involvement**

Parents/guardians of English Learners will be informed how they can: (1) be involved in the education of their children; (2) be active participants in assisting their children to attain English proficiency, achieve at high levels within a well-rounded education, and meet the challenging State academic standards expected of all students; and (3) participate and serve on the District’s Transitional Bilingual Education Programs Parent Advisory Committee.

**GRADUATION INFORMATION**

No student will be allowed to participate in the graduation ceremonies, or be listed in the graduation program unless all requirements for graduation have been completed. Any student who does not complete the requirements, but who completes the course work and provides official transcripts by the last day of summer before the next school year, will be considered a member of the graduating class. A contract outlining the course to be completed must be filed with a counselor and approved by the administration. No diploma will be issued until all of the requirements are met and the necessary transcripts have been received. If there are unique circumstances involved during the senior year, such as an extended illness, the principal may consider exceptions to this policy.

**High School Graduation Requirements**

~~A minimum of 22 credit hours is required for graduation from Decatur Public High Schools. Students are required to successfully complete the following to meet minimum requirements for high school graduation:~~

**Policy 6: 300**

A minimum of 22 credit hours is required for graduation from Decatur Public High Schools for the class of 2027. Beginning with the class of 2028, a minimum of 24 credit hours are required for graduation from Decatur Public High Schools. One-half (0.5) credit is earned upon successful completion for each semester course. Students must earn Decatur Public School District credit to earn a Decatur Public School District diploma. NOTE\* Students may be waived from physical education class by approval of the principal. (See Physical Education Waiver Policy)

A minimum of 22 credit hours is required for graduation for the class of 2027 and a minimum of 24 credits is required for graduation beginning with the class of 2028, distributed as described below:

Subject	Courses/Credits	2027	2028
<b>English</b>	English I English II 2 Credits - English elective	4 credits	4 credits
<b>Mathematics</b>	1 credit – Algebra 1 1 credit – Geometry	3 credits	3 credits

<b>Science</b>	1 credit - Life Science 1 credit - Physical Science <i>(2028 requirement: Laboratory Science-No content specified)</i>	2 credits	<b>2 credits</b>
<b>Social Studies</b>	1 credit - World History (AP World History satisfies this requirement) 1 credit - United States History  0.5 credit- Civics (Grades 11 or 12, Illinois and United States Constitution Exams) 0.5 credit - Inequality & Change OR African American History	3 credits	<b>3 credits</b>
<b>World Languages, or Art, or Music, or Vocational Education</b>		1 credit	<b>1 credit</b>
<b>Physical Education or Waiver</b>	0.5 credit – Health  Must be enrolled in PE for all four years and Health for one semester, unless a waiver is approved	4 credits	<b>4 credits</b>
<b>Consumer Education</b>	Depends on the specific course: <ul style="list-style-type: none"> <li>● Economics – 1 semester</li> <li>● Honors Economics – 1 Semester</li> <li>● Consumer Ed – 1 semester</li> <li>● Independent Living – 1 semester</li> <li>● Introduction to Business – 2 semesters</li> <li>● Business, Marketing and Management – 2 semesters</li> <li>● Vocational Cooperative Education (<i>Levels 3 and 4</i>) – 2 semesters</li> <li>● Cooperative Work Education – 2 semesters</li> </ul>	0.5 or 1 credit	<b>0,5 or 1 credit</b>
<b>Electives</b>	Grades 9 - 12	4 credits	<b>6 credits</b>

### Service Learning Requirements

Students must complete **6 hours of service learning for each year they are a student in Decatur Public Schools**. Students may not receive compensation for service hours. Projects can be academic or community based.

### Grade Level Classification

High School students will be assigned to their cohort when entering high school as a Freshman. They will progress with their assigned cohort throughout high school. A student “on track toward graduation” as a sophomore, junior, or senior will use the following requirements listed below. Students behind in credits will be identified as “deficient credits” while still labeled with their cohort

#### Sophomore Year:

#### 5.0 credits – must include:

- 1.0 credit for English
- 1.0 credit for Math

**Junior Year:**

**11.0 credits – must include:**

- 2.0 credits for English
- 2.0 credits for Math (1.0 credit for Algebra X/Y students)
- 1.0 credits for Science
- 1.0 credit for Social Studies

**Senior Year:**

**16.0 credits – must include:**

- 3.0 credits for English
- 2.0 credits for Math
- 2.0 credits for Science
- 2.0 credits Social Studies

If a student does not meet all the graduation requirements by the end of their 4th year after entering high school, they will remain a senior until they meet all requirements.

**NOTE:** \*Beginning with class of 2028 Grade Level Classification is as follows:

**Student classification levels**

<b>Student Classification</b>	<b>Number of credits needed</b>
Freshman	Less than 5 credits
Sophomore	5 – 11 credits
Junior	12-17 credits
Senior	18 credits and above

**Note: Effective immediately, students who do not acquire the appropriate number of credits to be classified at the next classification level will be reclassified each year based on their credit attainment.**

**Please Note:** The classification of students who have participated in home schooling or other alternative placements will be determined by the administration on an individual basis upon entering high school.

**Registered Apprenticeship Program**

A student in grades 9-12 who is 16 years or older may satisfy one or more high school courses (including physical education) or graduation requirements by successfully completing a registered apprenticeship program if:

1. The registered apprenticeship program meets all criteria contained in State law;
2. The registered apprenticeship program is listed by the District, or the student identifies a registered (but not listed) apprenticeship program with a business or organization if one is not offered in the District;
3. The student enrolled in a registered apprenticeship program has the opportunity to earn post-secondary credit toward a certificate or degrees, as applicable;
4. The student’s parent/guardian requests and approves the substitution(s) in writing on forms provided by the District and on its website;
5. The Building Principal approves the substitution(s); and
6. All non-academic requirements mandated by the School Code for high school graduation that would otherwise prohibit or prevent the student from participating in the registered apprenticeship program are waived.

Information regarding the apprenticeship opportunities available to students may be found on the District’s website under Our District > DPS Departments > Innovative Programs.

### **Alternative Course Credit and Course Substitutions**

A student will receive high school credit for successfully completing any course given by an institution accredited by the North Central Association of Colleges and Secondary Schools. High school transfer credits from schools approved by the state and certified by the North Central Association (NCA) or its equivalent will be evaluated by the administration. The conversion formula is typically one-half Carnegie unit of credit equals 1 semester credit hour.

Credit toward graduation requirements may be earned from colleges, and from approved correspondence courses with the prior approval of the counselor and administration.

Credits earned will be counted in the grade point average according to the regular grading scale. Credits earned from schools in foreign countries will be calculated according to the regular grading scale only.

In addition, no student shall receive a certificate of graduation without passing a satisfactory examination on patriotism and principles of representative government, proper use of the flag, methods of voting, and the Pledge of Allegiance.

Students may receive college credit through a variety of credit offerings. A student who successfully completes community college courses may receive high school credit, provided the student is a junior or senior in good academic standing; the course is approved in advance by the student and guidance counselor and the high school administration; the student assumes responsibility for all fees; and the course would be transferable to a four-year college. Three (3) semester hours credit shall be considered the equivalent of one-half (0.5) of credit toward graduation.

**The building principal or designee is responsible for notifying students and their parents/guardians of the District's graduation requirements.**

### **Physical Education Requirements**

1. A student must pass a semester of physical education for each semester in attendance, up to eight (8) semesters, unless the student is excused by a physician or by the school administration, or through an IEP. The physical education requirement includes one (1) semester of health education, which is offered in the freshman year. Health Education is required even though participation in physical education may be excused.
2. Physical education is counted in the units of credit required for graduation. One-half (.5) unit of academic credit is granted for health education.
3. Administrative reasons for waiver of one (1) or more semesters of physical education are:
  - a. Students enrolled in work-study programs that do not allow time for physical education.
  - b. Participation in an alternative/technical/vocational school program which does not permit the possibility of physical education. Such students are excused only when recommended by the administrator of the program and approved by the Superintendent or designee.
  - c. Summer school courses in physical education may be taken following promotion from the 8<sup>th</sup> grade. Credit for physical education may be earned by completing summer courses, regular courses or a combination thereof.
  - d. Students in grades 11 or 12 may request exemption from physical education for the following reasons:
    - i. The student provides written evidence from an institution of higher education that a specific course not included in existing state or local minimum graduation standards is required for admission. The student may be granted an exemption from physical education if the student cannot work the course into this year's or future schedules and needs to use physical education time to schedule the specific course.

- ii. The student lacks sufficient course credit or lacks one or more courses required by state statute or local school board policies for graduation. Students who have failed required courses, transferred into the district with deficient credits, or lack credits due to other causes may qualify.
- iii. The student athlete may take an extra course in place of physical education during the duration of the sports season.
  - a) A student athlete is a student who is currently participating in interscholastic athletics or who, based upon previous experience, is expected to participate during the junior or senior year. Current or past experience shall be certified by the inclusion of the student athlete's name on the season-ending IHSA eligibility certificate.
- iv. Enrollment in Reserve Officers Training Corps (ROTC) program sponsored by the District.
- v. A student who is enrolled in a program through the Heartland Technical Academy.
- vi. Students in grades 9, 10, 11, or 12 may request exemption from physical education due to enrollment in marching band (*first semester only*).

### **Early Graduation**

Decatur High Schools are designed to be four-year institutions. While the overwhelming majority of students attend high school for the full four years, it is possible to graduate after seven semesters. The school is not responsible to provide courses in a specific sequence to allow a student to graduate early.

Students who intend to graduate early must complete an application with their guidance counselor by December 1<sup>st</sup> of their junior year. Upon the completion of the application, the counselor will submit a request to the principal. In order to graduate early, a student must meet all requirements for graduation by the last day of final exams in December.

Seniors intending to graduate early must meet with their counselor to ensure that all requirements are met. The eighth (8<sup>th</sup>) semester of PE will be waived under those circumstances.

Students who graduate early are allowed to participate in all spring senior activities, which include prom and graduation ceremonies as well as any graduation activities. Early graduates will be invited to attend any applicable awards assemblies or honor banquets. Early graduates who qualify are eligible to receive Graduation Honors.

Transfer students must complete one full semester at Decatur High Schools to be eligible for early graduation.

### **Graduation Honor Requirements – (determined after 7 semesters)**

#### **Summa Cum Laude** (Must meet all of the following criteria)

- At least a 3.85 or above GPA
- Attain an SAT benchmark score of 1410 and above

#### **Magna Cum Laude** (Must meet all of the following criteria)

- At least a 3.70 - 3.84 GPA
- Attain an SAT benchmark score of 1210 - 1400

#### **Cum Laude** (Must meet all of the following criteria)

- At least a 3.50 - 3.69 GPA
- Attain an SAT benchmark score of 1010 - 1200

#### **Gold Delta**

- Students who have attended a Decatur Public High School for two or more semesters and have a GPA of at least 3.0 will receive the Gold Delta recognition. Early graduates are eligible.

#### **Orator**

- The Orator must have attended a Decatur Public High School for two or more semesters and have a GPA of at least a 3.0.

### **Graduation Speakers**

- **Summa Cum Laude** – Students who qualify for Summa Cum Laude may apply to speak at graduation. A committee consisting of administrators, counselors, teachers, parents and students will select the speaker from the qualified applicants.
- **Orator** – The Orator is the student who has been selected by the senior class to speak during the graduation ceremonies.

### **Programs for Students at Risk of Academic Failure and/or Dropping out of School and Graduation Incentives Program**

The Superintendent or designee shall develop, maintain, and supervise a program for students at risk of academic failure or dropping out of school. The program shall include education and support services addressing individual learning styles, career development, and social needs, and may include without limitation one or more of the following:

- Parent-teacher conferences
- Counseling services by social workers and/or guidance counselors
- Counseling services by psychologists
- Psychological testing
- Truants' alternative and optional education program
- Alternative school placement
- Community agency services
- Alternative learning opportunities program, in conformity with the Alternative Learning Opportunities Law, as it may be amended from time to time
- Graduation incentives program
- Remediation program

Any student who is below the age of 20 years is eligible to enroll in a graduation incentives program if he or she:

1. Is considered a dropout according to State law;
2. Has been suspended or expelled;
3. Is pregnant or is a parent;
4. Has been assessed as chemically dependent; or
5. Is enrolled in a bilingual education or English Language Learners program.<sup>[1]</sup>

### **Re-Enrollment**

Re-enrollment shall be denied to any individual 19 years of age or older who has dropped out of school and who could not earn sufficient credits during the normal school year(s) to graduate before his or her 21st birthday. Before being denied re-enrollment, the District will offer the individual due process as **required** in cases of expulsion under policy 7:210. A person denied re-enrollment will be offered counseling and be directed to alternative educational programs, including adult education programs that lead to graduation or receipt of a GED. This section does not apply to students eligible for special education under the Individuals with Disabilities Education Act or accommodation plans under Section 504 of the Rehabilitation Act.

### **Student Identification**

In order to provide a safer school environment, the district has provided student identification (I.D.) cards to students at the middle and high schools. The I.D.s allow for admittance into the schools, as well as admission at extracurricular activities. It is stressed that the I.D. be in the student's possession at all times. Refer to the school handbook for specific school procedures concerning student identification.

The gifted identification process has been developed to satisfy Illinois State rules and regulations and meet the particular needs of the District 61 school community.

Gifted identification takes place towards the end of second grade. FastBridge is the Universal Screener assessment used to screen students recommended for additional gifted testing. Students scoring in the 80<sup>th</sup> percentile or above on FastBridge will be considered for additional gifted testing utilizing the CoGAT (Form 8) assessment. The CoGAT assesses verbal skills (language), quantitative (math), and nonverbal skills (spatial reasoning).

Teachers and parents may recommend that students be tested at any time during the year.

### Subjective Criteria

At the beginning of each school year, district principals and staff are notified of students identified as gifted. Included in this notification is specific data identifying areas where students are gifted.

### **Nomination/Withdrawal Procedure**

Students who do not meet the objective criteria may be nominated to the gifted list by a core academic educator or parent/guardian. One of the following must be submitted in writing to the Director of Curriculum & Instruction, along with written confirmation by at least one other district academic educator who is familiar with, but not related to, the student:

- A narrative documenting the learning characteristics of the student.
- Completion of Joseph Renzulli's Scale for Rating the Behavioral Characteristics for the student.

Nominations will be considered for the current school year up to the end of the first quarter.

As needed, a meeting involving educators and/or parents, Gifted Services staff, and (when age appropriate) the student, may be arranged to discuss the nomination or withdrawal recommendation.

### **District Identification Schedule**

Gifted Services systematically identifies students with objective measures at the following intervals:

Grade 2 – FastBridge

Grade 6- FastBridge recheck

Grade 9 – PSAT

### **Summer School**

Summer School may be offered for students from pre-kindergarten through grade twelve. Remedial, developmental, and enrichment programs are designed to meet individual student needs. Dates, times and locations of classes vary. Information regarding summer school is available in each school building in March. All retained students will be considered for summer school placement.

### **Parent Participation**

Each school in District #61 seeks to involve parents as active partners to assist students to reach their academic goals. The Parent-Teacher Association (PTA) and formal booster clubs welcome parents to be part of their organizations. Volunteers are welcome to assist in the classrooms and with a variety of activities within the schools.

Schools with Title I programs have developed formal **School-Parent Compacts**. The Compact is intended to identify the role that students, parents, teachers, and administrators will provide in order to enhance student achievement.

### School-Parent Compact

It shall be the goal and purpose of Decatur Public Schools to provide a high-quality curriculum and instruction in a supportive learning environment that enables the children served under Title I to meet the State's student academic achievement standards. Parents can foster this purpose by carefully

monitoring attendance, homework, and behavior. Parents shall stress the need to make learning a priority. Parents are encouraged to visit the school and become involved in their children's educational career; and are encouraged to be active in the educational decisions of the child and be supportive of extra-curricular participation by their children.

Students will be given the opportunity to be successful in school and life. They will attend classes taught by highly qualified staff and be given a curriculum which will help them to achieve an education which is second to none in Illinois. They will be assessed based on the Illinois Standards of Learning. Additional assistance will be provided to students who fall behind in educational endeavors. Services include, but are not limited to, tutoring and appropriate referrals to additional programs as indicated.

Each Title I school has developed a **Parent Involvement Policy** which outlines how parents may actively participate in the education of their child(ren). The District's Parent Involvement Policy is outlined in Board Policy 6:170, "Title 1 Programs," with exhibits for both the district level and school levels. This policy and related exhibits may be accessed on the District's website, [www.dps61.org](http://www.dps61.org), by clicking on the "Our District" tab and the "District Policies" tab.

### **The Abused and Neglected Child Reporting Act**

Whenever there is reasonable cause to suspect that a child (any person under the age of 18 years) or an abused or neglected individual with a disability (a student aged 18 through 22) is "abused" or "neglected," the Illinois law requires school personnel to immediately report it to the Department of Children and Family Services (DCFS).

**"Abused child"** means a child whose parent or immediate family member, or any person responsible for the child's welfare, or any individual residing in the same home as the child, or a paramour of the child's parent: a) inflicts, causes to be inflicted, or allows to be inflicted upon such child physical injury, by other than accidental means, which causes death, disfigurement, impairment of physical or emotional health, or loss or impairment of any bodily function; b) creates a substantial risk of physical injury to such child, by other than accidental means, which would be likely to cause death, disfigurement, impairment of physical or emotional health, or loss or impairment of any bodily function; c) commits or allows to be committed any sex offense against such child, as defined in the Criminal Code of 2012 or in the Wrongs to Children Act, and extending those definitions of sex offenses to include children under 18 years of age; d) commits or allows to be committed an act or acts of torture upon such child; e) inflicts excessive corporal punishment or, in the case of a person working for an agency who is prohibited from using corporal punishment, inflicts corporal punishment upon a child or adult resident with whom the person is working in his or her professional capacity; f) commits or allows to be committed the offense of female genital mutilation, as defined in Section 12-34 of the Criminal Code of 2012, against the child; (g) causes to be sold, transferred, distributed, or given to such child under 18 years of age, a controlled substance as defined in Section 102 of the Illinois Controlled Substances Act in violation of Article IV of the Illinois Controlled Substances Act or in violation of the Methamphetamine Control and Community Protection Act, except for controlled substances that are prescribed in accordance with Article III of the Illinois Controlled Substances Act and are dispensed to such child in a manner that substantially complies with the prescription; (h) commits or allows to be committed the offense of involuntary servitude, involuntary sexual servitude of a minor, or trafficking in persons as defined in Section 10-9 of the Criminal Code of 2012 against the child; or i) commits the offense of grooming, as defined in Section 11-25 of the Criminal Code of 2012, against the child. A child shall not be considered abused for the sole reason that the child has been relinquished in accordance with the Abandoned Newborn Infant Protection Act.

**"Neglected child"** means any child who is not receiving the proper or necessary nourishment or medically indicated treatment including food or care not provided solely on the basis of the present or anticipated mental or physical impairment as determined by a physician acting alone or in consultation

with other physicians or otherwise is not receiving the proper or necessary support or medical or other remedial care recognized under State law as necessary for a child's well-being, or other care necessary for his or her well-being, including adequate food, clothing and shelter; or who is subjected to an environment which is injurious insofar as (i) the child's environment creates a likelihood of harm to the child's health, physical well-being, or welfare and (ii) the likely harm to the child is the result of a blatant disregard of parent, caretaker, or agency responsibilities; or who is abandoned by his or her parents or other person responsible for the child's welfare without a proper plan of care; or who has been provided with interim crisis intervention services under Section 3-5 of the Juvenile Court Act of 1987 and whose parent, guardian, or custodian refuses to permit the child to return home and no other living arrangement agreeable to the parent, guardian, or custodian can be made, and the parent, guardian, or custodian has not made any other appropriate living arrangement for the child; or who is a newborn infant whose blood, urine, or meconium contains any amount of a controlled substance as defined in subsection (f) of Section 102 of the Illinois Controlled Substances Act or a metabolite thereof, with the exception of a controlled substance or metabolite thereof whose presence in the newborn infant is the result of medical treatment administered to the mother or the newborn infant. A child shall not be considered neglected for the sole reason that the child's parent or other person responsible for his or her welfare has left the child in the care of an adult relative for any period of time. A child shall not be considered neglected for the sole reason that the child has been relinquished in accordance with the Abandoned Newborn Infant Protection Act. A child shall not be considered neglected or abused for the sole reason that such child's parent or other person responsible for his or her welfare depends upon spiritual means through prayer alone for the treatment or cure of disease or remedial care as provided under Section 4 of this Act. A child shall not be considered neglected or abused solely because the child is not attending school in accordance with the requirements of Article 26 of The School Code, as amended.

In addition to the report to DCFS, District #61 personnel will report all real or suspected abuse to the Juvenile Offices of the Decatur Police Department.

#### **Student Transfer from District 61**

Pupils of parents who move from District 61 after the beginning of the current school year may continue to attend school within the District on a tuition-free basis for the remainder of the current school year only. Transportation, regular attendance, and punctuality for pupils who move for any of the exemptions noted are the responsibility of the parents and pupils.

#### **Student Assignments and Transfers within District 61**

The Decatur Public Schools will enroll students who reside with a natural parent or legal guardian within the boundaries of the Decatur Public School District #61. Unless exempted under other provisions of this policy, the student shall attend school in the attendance center in which the parent or guardian resides. **[NOTE: Hereafter, "parent(s)" refers to natural parent(s) or legal guardian(s).]**

##### Transfers within the District

1. If the parent(s) of a student move(s) to another school boundary after the start of the school year, the student may complete the current school year at the same school. These actions are possible provided the criteria listed below are met:
  - a. Parent(s) provide transportation; and
  - b. Absenteeism and tardiness shall **not** increase beyond the student's previous record; and
  - c. Behavioral infractions do not increase; and
  - d. The student shall be picked up promptly after school

**NOTE: This exemption may be revoked if items a, b, c or d are not maintained.**

2. Students who have attended a given school while enrolled in Decatur Public Schools for their entire high school career and whose parents/legal guardian move from the attendance area traditionally served by that school may petition to remain in that school and retain eligibility regarding residence for the twelfth (12th) grade, provided the student has completed eleventh (11th) grade, earned 16 credits, and meets the criteria listed below:

- a. Parent(s) provide transportation; and
- b. Absenteeism and tardiness shall **not** increase beyond the student's previous record; and
- c. Behavioral infractions do not increase; and
- d. The student shall be picked up promptly after school

NOTE: **This exemption may be revoked if items a, b, c or d are not maintained.**

3. The parent of any student enrolled may petition Student Services for possible transfer to another school within the district. Requests to transfer from one DPS attendance center school to another DPS school must be completed on the form, "***Student Request for School Transfer,***" and must be approved by the Director of Student Services before the transfer can occur. **Transfer Requests into a Magnet school will not be accepted.** Student Services will report the decision to the petitioning parents of the student. If the petition has been approved, the student may become a transfer student to the new school for the current school year only, provided the criteria listed below are met:

- a. Parent(s) provide transportation; and
- b. Behavioral infractions shall not increase beyond the student's previous record; and
- c. Absenteeism and tardiness shall **not** increase beyond the student's previous record; and
- d. The student shall be picked up promptly after school.

NOTE: **This transfer may be revoked if items a, b, c or d are not maintained.**

**SPORTS ELIGIBILITY NOTE:** A student may LOSE EXTRACURRICULAR ELIGIBILITY upon transferring. Please refer to the IHSA/IESA guidelines for further information, which can be found at [www.ihsa.org](http://www.ihsa.org) (high school) and [www.iesa.org](http://www.iesa.org) (middle school).

5. If a student's attendance center is determined by a health or psychological problem, the student will become eligible for athletics immediately if within the first ten (10) days of a semester, or within one calendar month following the date of a transfer later in the semester.
6. A student seeking admission into the Decatur Public Schools must meet all eligibility prerequisites as mandated by State law; and must also present a completed good standing form from the school from which the student is transferring.  
Students who are not in good standing are covered under Board Policy 7:50, and must serve the entire term of any suspension or expulsion, imposed for any reason by any public or private school, in this or any other state, before being admitted into Decatur Public Schools. Students transferring into Decatur Public Schools not in good standing shall be referred to Student Services.
7. A student with a health or psychological problem may attend another school when recommended by a physician and approved by Student Services.
8. When a student is placed in a special education program, the Individual Education Plan (IEP) may limit the type of school facility which the student can attend. Normally, the student will attend the section of the appropriate program which is closest to his/her home. Exceptions may be made in unique situations determined by the student's IEP or in cases where there is no space available in the closest section.

### Homeless Children

You are considered homeless if you live in a shelter or motel, share housing because you lost your housing for economic reasons, live in a campground, car, old building or other temporary shelter, or you don't have a permanent address.

You have the right to:

- Enroll your child in school immediately, even without school or medical records.
- Get help from the district liaison with immunizations and/or medical records.
- Choose your child's old school or school closest to where you are living now.
- Get transportation to and from school for your child under certain circumstances.
- Dispute enrollment or transportation decisions.
- Participate in your child's education.

If you need help, please call Student Services at 362-3060.

### **Procedure for School Problems**

Parents and visitors to schools must first report to the school office upon entering the building for any reason. When problems arise that are child- or school-centered, parents shall make every effort to find a solution with the child's teacher. If no satisfactory solution is found, **the channel of appeal is:**

- 1) ***Building Administrator;***
- 2) ***Director of Student Services;***
- 3) ***Appropriate Assistant Superintendent;***
- 4) ***Superintendent;***
- 5) ***Board of Education.***

Every effort will be made to find fair and equitable solutions to all problems.

### **Teacher and Paraprofessional Qualifications Notification**

Parents may request, and the District will provide the parents on request in a timely manner, information regarding the professional qualifications of the student's classroom teachers, including, at a minimum, whether:

- a. The teacher has met the State qualifications and licensing criteria for the grade levels and subject areas in which the teacher provides instruction.
- b. The teacher is teaching under emergency or other provisional status.
- c. The teacher is teaching in the field of discipline of the certification of the teacher.
- d. Paraprofessionals provide services to the student and, if so, their qualifications.

If you have any questions or need additional information, please feel free to contact Human Resources at 362-3031.

### **Resolution on Racism**

Decatur Public Schools has committed to equity and developed a Resolution on Racism. This resolution to declare racism as a Public Health Crisis as it adversely impacts our students, families, staff, and community at large. All incidents of racism or discrimination shall be reported and investigated appropriately. The "Racial Bias Report Form" can be found on the DPS website.

### **School Student Records**

The principal is the official records custodian of each school. Student records are maintained at the school of last attendance until five (5) years after the student transfers, graduates, or permanently withdraws. At that time, temporary records are destroyed and permanent records transferred to the central office for microfilming.

The following information pertains to the rights and obligations of parents, students and the school under the Illinois School Student Records Act (ISSRA) and the rules promulgated by the Illinois State Board of Education.

1. The student permanent record consists of basic identifying information, academic transcript, attendance record, health record, record of release of permanent record information, scores received on all State assessment tests administered at the high school level (grades 9 through 12), and may also consist of records of awards and participation in school-sponsored activities. No other information will be placed in the student permanent record. The permanent record will be kept for 60 years after transfer, graduation or permanent withdrawal (ISSRA, Section 2(e); Section 4(e)).
2. "Student Temporary Record" means all information contained in a school student record but not contained in the student permanent record. Such information may include family background information, intelligence test scores, aptitude test scores, psychological and personality test results, teacher evaluations, and other information of clear relevance to the education of the student, all

subject to regulations of the State Board. The information shall include information provided under Section 8.6 of the Abused and Neglected Child Reporting Act. In addition, the student temporary record shall include information regarding serious disciplinary infractions that resulted in expulsion, suspension, or the imposition of punishment or sanction. For purposes of this provision, serious disciplinary infractions means: infractions involving drugs, weapons, or bodily harm to another. (ISSRA, Section 4(f)).

3. Parents/legal guardians have the right to:
  - a. Inspect and copy all permanent and temporary records within a reasonable time and in no case later than ten (10) business days after the date of receipt of such request by the official records custodian. The time for response may be extended by the school district by not more than five (5) business days from the original due date for any of the following reasons: (1) the requested records are stored in whole or in part at other locations than the office having charge of the requested records; (2) the request requires the collection of a substantial number of specified records; (3) the request is couched in categorical terms and requires an extensive search for the records responsive to it; (4) the requested records have not been located in the course of routine search and additional efforts are being made to locate them; (5) the request for records cannot be complied with by the school district within the time limits prescribed by subsection (c) of this Section without unduly burdening or interfering with the operations of the school district; or (6) there is a need for consultation, which shall be conducted with all practicable speed, with another public body or school district or among 2 or more components of a public body or school district having a substantial interest in the determination or in the subject matter of the request. A student shall have the right to inspect and copy his/her school student permanent record. The school charges for copies unless the student is unable to pay. No parent or student shall be denied a copy of school student records due to inability to bear the cost of such copying (ISSRA, Section 5(d)).
  - b. Have present at the option of either the parent or the school, a qualified professional, who may be a psychologist, counselor, or other advisor, and who may be an employee of the school or employed by the parent, to interpret the information contained in the student temporary record.
  - c. Challenge the accuracy, relevance or propriety of any entry in the school student records, exclusive of academic grades and references to expulsions or out-of-school suspensions, by requesting a hearing with the school.
    - (i) The request for a hearing shall be submitted in writing to the school and shall contain notice of the specific entry or entries to be challenged and the basis of the challenge.
    - (ii) An informal conference will be held within fifteen (15) school days of receipt of the request for a hearing.
    - (iii) If the challenge is not resolved by the informal conference, a formal hearing shall be initiated no later than fifteen (15) days after the informal conference, unless an extension of time is agreed upon by the parents and school officials.
  - d. File a complaint with the US Department of Education concerning alleged failure by the District to comply with the requirements of the Family Educational Rights and Privacy Act. The address is Student Privacy Policy Office, USDOE, 400 Maryland Avenue, SW, Washington D.C. 20202-8520.
4. No school student records or information contained therein may be released, transferred, disclosed, or otherwise disseminated, except as follows:
  - a. to a parent or student or person specifically designated as a representative by a parent (ISSRA, Section 6(a)(1));
  - b. to an employee or official of the school or school district or the State Board of Education with a current demonstrable educational or administrative interest in the student, in furtherance of such interest (ISSRA, Section 6(a)(2));
  - c. to the official records custodian of another school in which the student has enrolled or intends to enroll, provided that the parent receives prior written notice of the nature and substance of the information to be transferred and opportunity to inspect, copy, and challenge such information. If the address of the parents is unknown, notice may be served upon the records custodian of

- the requesting school for transmittal to the parents. Such services shall be deemed conclusive and ten (10) school days after such service, if the parents make no objection, the records may be transferred to the requesting school (ISSRA, Section 6(a)(3); Rules, Section 375.70(a));
- d. to any person for the purpose of research, statistical reporting, or planning, provided that such research, statistical reporting, or planning is permissible under and undertaken in accordance with the federal Family Educational Rights and Privacy Act and the Illinois School Student Records Act.
  - e. pursuant to a court order, provided that the parent shall be given prompt written notice upon receipt of such order of the terms of the order, the nature, and substance of the information proposed to be released in compliance with such order, and an opportunity to inspect, copy, and challenge the contents of the school student records (ISSRA, Section 6(a)(5); Rules, Section 375.70(c)(3));
  - f. to any person as specifically required by state or federal law, provided that such person shall provide the school with appropriate identification and a copy of the statute authorizing such access and the parent receives prior written notice of the nature and substance of the information to be released and an opportunity to inspect, copy, and challenge such information. If the release of information relates to more than 25 students, such prior notice may be given in a local newspaper of general circulation or other publication directed generally to parents (ISSRA, Section 6(a)(6); Rules Section 375.70(b));
  - g. to juvenile authorities when necessary for the discharge of their official duties who request information prior to adjudication of the student and who certify in writing that the information will not be disclosed to any other party except as provided under law or order of court. For purposes of this Section "juvenile authorities" means: (i) a judge of the circuit court and members of the staff of the court designated by the judge; (ii) parties to the proceedings under the Juvenile Court Act of 1987 and their attorneys; (iii) probation officers and court-appointed advocates for the juvenile authorized by the judge hearing the case; (iv) any individual, public or private agency having custody of the child pursuant to court order; (v) any individual, public or private agency providing education, medical or mental health service to the child when the requested information is needed to determine the appropriate service or treatment for the minor; (vi) any potential placement provider when such release is authorized by the court for the limited purpose of determining the appropriateness of the potential placement; (vii) law enforcement officers and prosecutors; (viii) adult and juvenile prisoner review boards; (ix) authorized military personnel; (x) individuals authorized by court. (ISSRA, Section 6.5)
  - h. subject to regulations of the Illinois State Board of Education in connection with an emergency to appropriate persons if the knowledge of such information is necessary to protect the health or safety of the student or other persons, provided that the parents are notified no later than the next school day after the date that the information released, the date of release, the person, agency or organization receiving the information, and the purpose of the release (ISSRA, Section 6(a)(7); Rules, Section 375.60);
  - i. to any person with the prior specific, dated and written consent of the parent designating the person to whom the records may be released and the designated records or designated portions of the information to be released.
5. In accordance with the Family Educational Rights and Privacy Act (FERPA) and ISSRA, directory information may be disclosed without prior notice or consent unless the parent/guardian or eligible student notifies the Records Custodian or other official in writing, before October 1 of the current school year, that he/she does not want any or all of the directory information disclosed. Directory information includes:
- a. Identifying information: student's name, address, grade level, birth date and place, parents' names, mailing addresses, electronic mail addresses, and telephone numbers;
  - b. Photographs, videos, or digital images used for informational or new-related purposes (whether by a media outlet or by the school) of a student participating in school or school-sponsored

activities, organizations, and athletics that have appeared in school publications, such as yearbooks, newspapers, or sporting or fine arts programs, except that:

- (i) No photograph highlighting individual faces shall be used for commercial purposes, including solicitation, advertising, promotion or fundraising without the prior, specific, dated and written consent of the parent or student, as applicable (see 765 ILCS 1075/30); and
- (ii) No image on a school security video recording shall be designated as directory information;
- c. Academic awards, degrees, and honors;
- d. Information in relation to school-sponsored activities, organizations, and athletics;
- e. Major field of study; and
- f. Period of attendance in the school.

Additionally, FERPA requires that parents be notified that the school routinely discloses names, addresses, and telephone numbers to military recruiters upon request, subject to a parent’s request not to disclose such information without written consent.

**Sex Equity**

No student shall, based on sex, sexual orientation, or gender identity, be denied equal access to programs, activities, services, or benefits or be limited in the exercise of any right, privilege, advantage, or denied equal access to educational and extracurricular programs and activities. Any student may file a sex equity complaint by using the *Uniform Grievance Procedure* provided in Board Policy 2:260. A student may appeal the School Board’s resolution of the complaint to the Regional Superintendent of Schools (pursuant to 105 ILCS 5/3-10 of The School Code) and, thereafter, to the State Superintendent of Education (pursuant to 105 ILCS 5/2-3.8 of the School code). Board Policy 2:260 may be accessed on the District’s website, [www.dps61.org](http://www.dps61.org) by clicking on the “Our District” tab and the “District Policies” tab.

**Sexual Harassment Policy**

Sexual harassment is prohibited. The District shall respond to complaints of sexual harassment consistent with Board Policy 2:265.

Title	Title IX/ Human Resources Director	Email: <a href="mailto:dpsnondiscriminationcoordinator@dps61.org">dpsnondiscriminationcoordinator@dps61.org</a>
Address	101 W. Cerro Gordo, Decatur, IL 62523	
Phone	217-362-3031	
Title	Assistant Superintendent	Assistant Superintendent
Address	101 W. Cerro Gordo, Decatur, IL 62523	101 W. Cerro Gordo, Decatur, IL 62523
Phone	217-362-3013	217-362-3019

**Care of Students With Diabetes**

The Illinois legislature enacted the *Care of Students with Diabetes Act* (“Act”) effective December 1, 2010 (105 ILCS 145/1 et. Seq). The Act **requires a parent or guardian** to submit a Diabetes Care Plan to the school for any student who seeks assistance with diabetes care in the school setting or who has been managing his or her diabetes care in the school setting.

Under the Act, specific information must be provided in the Diabetes Care Plan such as physician instructions for the student’s diabetes management and designation of appropriate school staff who will provide and supervise services for the student. Therefore, parents and guardians are encouraged to collaborate with the student’s physician and school personnel in the creation of the plan.

**The Diabetes Care Plan must be submitted to the school at the beginning of each school year,** upon enrollment, as soon as practical following a student’s diagnosis, or when a student’s care needs

change during the school year. **It is the parent or guardian's responsibility** to inform the school in a timely manner of any changes to the Diabetes Care Plan recommended by the student's physician. In addition to the Diabetes Care Plan, **parents must also complete forms provided by the school district regarding authorization for the administration of medication** and authorization for designated district representatives to communicate directly with the student's physician regarding the necessary management of the student's diabetes. **Failure to do so may result in a welfare safety call to the Department of Children and Family Services (DCFS).**

To assist the school district in safely transporting the student, the Act also requires that an information sheet be provided to any school employee who transports a student for school-sponsored activities. The information sheet identifies potential emergencies that may occur as a result of the student's diabetes and the appropriate responses to such emergencies. Parents must assist the district in the completion of the transportation information sheet by providing the information and authorizations necessary to complete the form.

To begin the process of completing the Diabetes Care Plan and other required documents, the parent or guardian must contact the student's building principal.

### **Life-Threatening Food Allergy Management Program**

The District has implemented a policy for managing students with life-threatening food allergies (Board Policy 7:285). If your student has a life-threatening food allergy, you must inform the building principal and submit the necessary health information and medication authorization forms to the school. A meeting will then be scheduled to review the health information submitted by the student's physician, assess the student's allergy management needs and develop an individual health care plan and emergency action plan for the student. An individual health care plan indicates the steps the school will take to accommodate the individual needs of the student with a life-threatening food allergy in school and at school-related activities.

The accommodations provided in an individual health care plan will depend on the age of the student, the allergens involved and the facilities at the school. An emergency action plan indicates the specific treatment steps school personnel will take if a student has a life-threatening allergic reaction while at school or at a school-related activity.

### **Asthma**

Public Act 099-0843 requires schools to request an Asthma Action Plan (AAP) from parents of students with asthma.

### **Medications at School**

Only in exceptional cases, where failure to take a prescribed medication could jeopardize the student's health and/or education, may medication be taken in school. Taking of medication is limited to students with long-term chronic illness or disability. **Antibiotics and over-the-counter drugs (e.g., Tylenol, cough medications, and cough drops) will not be taken at school.** Homeopathic products derived from minerals, botanical substances, animal parts, microorganisms, and other sources will not be taken at school. **The nurse may decline to administer a medication that does not meet guidelines, that might be given outside of school hours, or that might jeopardize student safety.**

Authorization for the administration of both prescription and non-prescription drugs at school shall be provided on Student Health Form 24A (acquired from schools or physicians) and shall consist of written order obtained from the student's licensed prescriber and written request by the parent or guardian that medication be given during school hours. **All medication authorizations must be renewed annually by the beginning of each school year.**

During enrollment, parents or guardians shall receive "Student Health Guidelines" which further explain all health requirements and policies.

Students shall not allow other students to carry, possess, or use their prescription or non-prescription medication.

### **Pesticides**

Pesticides will not be applied on the paved surfaces, playgrounds, or playing fields of any school serving grades K-8 during a school day or partial school day when students are in attendance for instructional purposes. Additionally, the application of any restricted use pesticides is prohibited on or within 500 feet of school property during normal school hours. Before pesticides are used on District premises, the Superintendent or designee shall notify employees and parents/guardians of students as required by the Structural Pest Control Act, 225 ILCS 235/, and the Lawn Care Products Application and Notice Act, 415 ILCS 65/.

### **Protection of Pupil Rights Act**

Parents have the right to inspect all instructional materials, including teacher's manuals, films, tapes, or other supplementary material, which will be used in connection with any survey, analysis, or evaluation of their child (such instructional materials do not include academic tests or assessments).

Parents shall have the right to inspect a survey created by a third party before it is administered and distributed to their student. Said surveys may be obtained by contacting the appropriate school office and/or teacher. Parents shall have the right to be informed of the arrangements made to protect student privacy with regard to surveys requesting particular personal information.

Parents shall have the right to inspect any instructional material used as part of their child's educational curriculum by contacting the appropriate teacher to establish a mutually convenient time for viewing. **Instructional material does not include academic tests or academic assessments.**

Parents shall have the right to notification of any physical examinations or screenings which the district may administer to the student.

Parents shall have the right to inspect any collection instrument used for the purpose of marketing or selling of personal information. Parents may opt-out of this process by filing with the appropriate school office a non-disclosure request form by September 1<sup>st</sup> of each school year.

Parents shall have the right to refuse consent for their child to submit to and/or to request protections of student privacy for any survey that reveals the following information:

- a. Political affiliations or beliefs of the student or the student's parent;
- b. Mental or psychological problems of the student or the student's family;
- c. Sex behavior or attitudes;
- d. Illegal, anti-social, self-incriminating, or demeaning behavior;
- e. Critical appraisals of other individuals with whom respondents have close family relationships;
- f. Legally recognized privileged or analogous relationships, such as those of lawyers, physicians, and ministers;
- g. Religious practices, affiliations, or beliefs of the student or the student's parent; or
- h. Income (other than that required by Illinois law to determine eligibility for participation in a program or for receiving financial assistance).

Any parent interested in further information concerning the exercise of these rights shall contact the Superintendent.

### **Rights Under the School Visitation Rights Act**

Parents of students attending Illinois Schools who work for employers who employ at least 50 or more individuals in Illinois have certain rights under the School Visitation Rights Act (820 ILCS 147/1). Employed parents who have worked for an employer for at least six consecutive months, who work at least half-time, and who are unable to meet with educators because of a work conflict must be given leave of up to 8 hours during the school year to attend school conferences or classroom activities related to the employee's child if the conference or classroom activities cannot be scheduled during non-work hours. However, no more than 4 hours of this time can be taken on any given day and leave under this Act may not be taken unless the employee has exhausted all accrued vacation leave, personal leave, compensatory leave, and any other leave that may be granted to the employee, except sick leave and disability leave. Before arranging attendance at the conference or activity, the employee shall provide the employer with a written request for leave at least 7 days in advance of the time the employee is required to utilize the visitation right. In emergency situations, no more than 24 hours notice shall be required. The employee must consult with the employer to schedule the leave so as not to disrupt unduly the operations of the employer. The District will provide documentation for parents' use confirming the date and time of each school visitation upon a parent's request for such documentation. For regularly scheduled, non-emergency visitations, the District will make time available for visitation during both regular school hours and evening hours.

### **Teen Dating Violence Policy**

As required by state law, the Board of Education of Decatur Public Schools has adopted a Board Policy which prohibits teen dating violence; incorporates age-appropriate education about teen dating violence in grades 7 through 12; and establishes procedures for the manner in which school employees are to respond to incidents of teen dating violence that take place at the school, on school grounds, as a school-sponsored activity or in vehicles used for school-provided transportation. Teen dating violence occurs whenever a student who is 13 to 19 years of age uses or threatens to use physical, mental, or emotional abuse to control an individual in the dating relationship, or threatens to use sexual violence in the dating relationship. A copy of the Board Policy, Policy 7:185 can be obtained by contacting the building principal or Superintendent or on the District's website ([www.dps61.org](http://www.dps61.org)).

### **Parent Sex Offender and Violent Offender Notification**

State law requires the District notify parents/guardians that information about sex offenders and violent offenders against youth is available to the public. The Department of State Police maintains a statewide Sex Offender Database for the purpose of identifying sex offenders. Parents/guardians can access the Statewide Sex Offender database by going to the following website:

<https://www.isp.illinois.gov/Sor>. There is a users' agreement to accept and this will take you to this website: <https://www.isp.illinois.gov/Sor/Disclaimer>. Individual names can be searched by county or town. You may find the Illinois Statewide Murderer and Violent Offender Against Youth Registry on the Illinois State Police's website at <https://www.isp.illinois.gov/MVOAY>.

### **Parents Right to Opt-out of Health Education Activities**

No pupil shall be required to take part or participate in any class or course in comprehensive personal health and safety and comprehensive sexual health education. A student's parent or guardian may opt the student out of comprehensive personal health and safety and comprehensive sexual health education by submitting the request in writing. Parents can pick up the Opt-out Form from the school office. The District shall follow all requirements in 105 ILCS 5/27-9.1a regarding comprehensive health education instruction.

### **Extracurricular and Co-Curricular Activities**

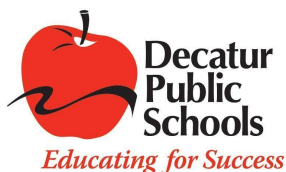
The Superintendent shall approve all District-sponsored extracurricular and co-curricular activities using the following criteria:

1. The activity will contribute to the leadership abilities, social well-being, self-realization, good citizenship, or general growth of members.
2. Membership is limited to students currently enrolled in the District.

3. Fees are reasonable and do not exceed the actual cost of operation.
4. The District has sufficient financial resources for the activity.
5. Requests from students.
6. The activity will be supervised by a school-approved sponsor.

Selection of members or participants is at the discretion of the sponsors or coaches, provided that the selection criteria conform to the District's policies. The student must meet the academic criteria set forth in the Board policy 6:190, *Extracurricular and Co-Curricular Activities*. Student and his/her parent(s)/guardian must provide written consent to random drug and alcohol testing as outlined in Board policy 7:300.

Students in grades 9-12 must satisfy the Illinois High School Association Scholastic standing requirements as well as each standard required by the attending Decatur Public Schools high school. Check with your attending high school for weekly passing work requirements. Any student participant failing to meet these academic criteria shall be suspended from the activity until the specified academic criteria are met.



## **DISTRICT 61 AND STUDENT CODE OF CONDUCT**

In order for District 61 to achieve its goal of educating Decatur's children, the school community has to establish expectations and standards of conduct for its members. All of the community's members play significant roles in the successful operation of our schools. Students, their parents, teachers, and school administrators bear responsibilities and possess rights. The following Rights and Responsibilities suggest everyone's proper role in the process.

### **RIGHTS AND RESPONSIBILITIES**

Note: Participation in and/or attendance at activities are a privilege and not a right. It is the student's responsibility to maintain eligibility by maintaining appropriate academic and behavior standards.

## **Rights of Students**

- To attend school unless removed from school pursuant to District 61's Student Disciplinary Policy.
- To attend school in a safe and orderly environment.
- To enjoy the full benefit of their educational efforts without disruption from or towards other students.
- To have reasonable access to school personnel.
- To be informed of school rules and regulations.
- To be respected and treated courteously by staff members and administration.

## **Responsibilities of Students**

- To attend school and classes regularly, on time, and to leave the school campus immediately at the end of the school day unless supervised by school personnel.
- To be prepared for class with the appropriate materials and work.
- To know and obey school rules and regulations.
- To respect the rights of school personnel, fellow students, and the public in general going to, coming from and during school.
- To achieve to the best of his/her ability.
- To be accountable for all actions.
- To report any knowledge of infractions to the student code of conduct book to the proper authority.
- To follow the dress code outlined in the Student Code of Conduct handbook.
- To understand and follow the Student Code of Conduct

## **Rights of Parents/Guardians**

- To have their children educated in a safe and orderly environment.
- To have school personnel work cooperatively and in a timely fashion with parents.
- To be informed of district policies, regulations and school rules.
- To review their child's record with appropriate assistance and supervision from staff.
- To visit school and to participate in conferences with teachers, counselors or administrators regarding the academic and behavioral status of their children.

## **Responsibilities of Parents/Guardians**

- To set a positive example for their children by treating staff members with respect.
- To visit school and to participate in conferences with teachers, counselors or administrators regarding the academic and behavioral status of their children.
- To ensure that their children are fed and clothed to the best of their ability.
- To teach positive behavior to their children.
- To take on and accept the primary responsibility for rearing their children.

- To be respected and treated courteously by staff members and administration.
- To cooperate with the school in bringing about improvements designed to enhance the educational climate for all students.
- To provide the school with accurate information regarding the legal residence, guardianship, telephone number, medical data, and other facts which may help the school to ensure the safety and welfare of their children.
- To become familiar with district policies, school rules, and regulations, and to support reasonable disciplinary measures as applied by school personnel.
- To provide their children with a quiet study area and encourage their academic endeavors.
- To ensure that their children attend school on a regular basis and arrive at school on time prepared to work.
- To read, understand and reiterate the Student Code of Conduct to their school age children
- To encourage their child to report known infractions to the student code of conduct book to the proper authority.
- Call and report known school infractions to the student code of conduct book to the proper authority.

## **Rights of Staff Members**

- To expect and receive the attention, effort, and participation of students.
- To have parental and administrative support when enforcing rules designed to provide an appropriate learning climate.
- To provide a learning atmosphere where interruptions are held to an absolute minimum.
- To work in a safe and orderly environment.
- To be respected and treated courteously by parents and students.

## **Responsibilities of Staff Members**

- To set a positive example for their students by treating parents and students with respect.
- To consider the personal worth of each individual student as a single, unique, important human being.
- To express consistently high expectations for the achievement and behavior of all students.
- To equip each learner with the knowledge, skills, attitudes, and values required for successful living.
- To hold students accountable for their actions.
- To ensure that all students are treated equitably.
- To recognize different ideas, opinions, and expressions objectively and deal with them in a balanced, unbiased manner.
- To inform parents and students with timely or periodic reports, including all pertinent information related to the student's school experience.
- To continuously review their own performance and strive for professional growth.
- To initiate and enforce individual classroom and school rules consistently.
- Follow proper procedures in terms of infractions and consequences as outlined in the student code of conduct book.

## **Rights of Administrators**

- To initiate building rules, regulations, and procedures as needed to establish and maintain a safe and orderly environment in which appropriate learning and teaching conditions prevail.
- To expect that all school employees recognize and fulfill their role to provide and ensure an appropriate learning environment.

## **Responsibilities of Administrators**

- To set a positive example for their students by treating parents and students with respect.
- To provide leadership that will establish, encourage, and promote effective teaching and optimal learning.
- To establish, publicize, and enforce school rules that facilitate learning and promote good citizenship attitudes and habits.
- To hold students accountable for their conduct and to take prompt and appropriate action.
- To request assistance from the faculty, as well as the district's support personnel, community agencies, and resources when appropriate.
- To be sensitive to the concerns expressed by students, staff, parents and community.
- To act in the best interests of the students, staff and school.
- To establish procedures to address discipline problems.
- To provide in-service to staff in areas of discipline.
- To assist students in meeting the challenge of positive social behavior.
- To enforce the student code of conduct book with fidelity and consistency.

## STANDARDS OF CONDUCT

### General Conduct

It is necessary for any community to establish rules of conduct for its members if it is to achieve its goals. The school community is no exception. The school environment includes not only the school/district grounds, but also includes attendance and participation in all extracurricular activities and other school-related functions scheduled on or off the school campus, or while riding the school bus. Therefore, certain rules of behavior have been established for students. Students have the following responsibilities, and failure to carry out these responsibilities may result in disciplinary action:

1. It is the responsibility of each student to conduct himself/herself in the classroom in such a manner that does not interfere with his/her own learning or the learning of others in the class.
2. It is the responsibility of each student to attend class on time and to be prepared to participate.
3. It is the responsibility of each student to help keep the building clean; not to litter, mark on or deface school property and community areas.
4. It is the responsibility of each student to respect all staff and other students, and to be honest, polite and friendly. Directions are to be complied with regardless of whether a student is in the classroom, in the halls, in the cafeteria, at extracurricular activities, or at any other location on the school grounds. The perception that "he/she is not my teacher, so why should I listen to him/her" is to be avoided.
5. Students are not permitted to smoke in the building or on the school grounds or at school activities.
6. It is the responsibility of each student to keep doorways, hallways, restrooms and stairs clear at all times.
7. It is the responsibility of each student to leave the area in the event a disruption involving students occurs. The student's mere presence as an onlooker tends to lend support and encouragement to those students causing the disruption.
8. Verbal or physical harassment, bullying, and/or intimidation will not be tolerated while at school. Any student who experiences such a situation shall report the incident to the principal or his/her designee as soon as possible. No student shall try to settle the problem himself/herself by allowing the situation to escalate into a physical confrontation.
9. It is the responsibility of each student to assist in promoting a safe and secure environment. This includes reporting anything out of the ordinary or questionable to the nearest staff member and to practice good safety habits such as not propping open doors, not letting in visitors to the school, and letting a staff member know if they are witness to a potential crime, weapon or violation.
10. During fire or disaster drills it is the responsibility of each student to move quickly and quietly to the assigned safety areas. Appropriate instructions given by school personnel are to be obeyed. The health and safety of many people depends upon cooperation from students.
11. Students are expected to submit authentic work that is not copied from another. Plagiarism is intellectual theft. No student should copy the work of another. Students who plagiarize will receive consequences at the administrator's discretion after an investigation is completed.
12. It is the responsibility of students to observe the same appropriate standards of conduct at extracurricular activities (home or away) as they do at school. Violence, disruptive behavior, involvement with drugs or alcohol at extracurricular activities or on fan buses will result in serious disciplinary action. Such action may include suspension and/or expulsion from school, suspension from attendance and/or participation at future extracurricular activities, and/or police action. Parents may be required to pick up their student at an out-of-town function.
13. Students shall not engage in Sexual Misconduct which includes, but is not limited to, sexual advances, request for sexual favors, and exhibit sexually motivated physical/verbal conduct or communications of any sexual nature. See Sexual Misconduct on page 54.
14. All students are entitled to have the opportunity to obtain maximum benefit from their educational experience. Thus, it is necessary to have rules and regulations that provide an educational climate in which learning can best take place. Students who show disrespect for the rights of others and disregard regulations may be subject to disciplinary action, which could include suspension or

expulsion. In addition, they may be subject to removal from extracurricular activities and/or positions of leadership (i.e., Student Council, officer of Student Council or class).

### **Bus Conduct**

According to School Board Policy, certain misbehavior and misconduct will be grounds for suspension from riding the school buses. It will be the responsibility of the parent/guardian to provide transportation to and from school if this occurs. Behaviors include:

1. Prohibited student conduct as defined in the Board of Education policy 7:190, *Student Behavior*.
2. Willful injury or threat of injury to a bus driver or to another rider.
3. Willful and/or repeated defacement of the bus.
4. Repeated use of profanity.
5. Repeated willful disobedience of the bus driver's or other supervisor's directives.
6. Such other behavior as the administration deems to threaten the safe operation of the bus and/or its occupants. *(Please see the guidelines provided by the building incorporated in the student bus schedules.)*

Video/audio cameras may be used on school buses as necessary in order to monitor conduct and maintain a safe environment for students and employees.

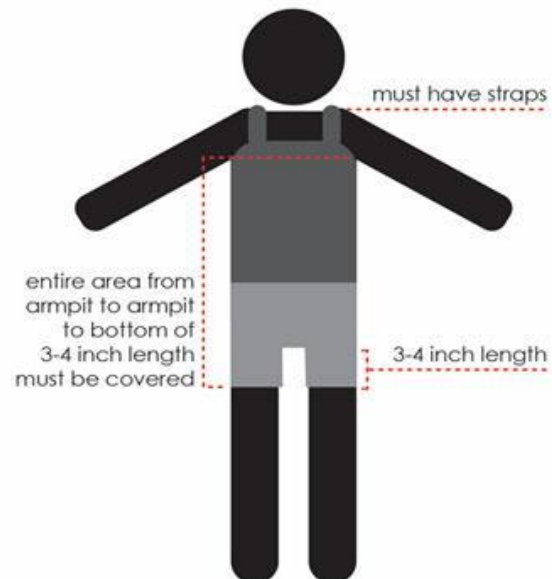
Students suspended from the school bus who do not have alternate transportation to school shall have the opportunity to complete make-up work for equivalent academic credit. It is the responsibility of the parent/guardian to notify the school that the student does not have alternate transportation.

### **Student Dress Code (K-12<sup>th</sup> Grade)**

Decatur Public Schools respects students' rights to express themselves in the way they dress. All students who attend Decatur Public Schools are also expected to respect the school community by dressing appropriately for a K - 12 educational environment. Student attire should facilitate participation in learning as well as the health and safety of students, staff and parents.

#### **Minimum Requirements:**

1. Clothing must cover areas from one armpit across to the other armpit, down to approximately 3 to 4 inches in length on the upper thighs (see image). Tops must have shoulder straps. Rips or tears in clothing should be lower than the 3 to 4 inches in length.
2. Shoes must be worn at all times and should be safe for the school environment (pajamas, bedroom shoes or slippers shall not be worn, except for school activities approved by the principal).
3. See-through or mesh garments must not be worn without appropriate coverage underneath that meet the minimum requirements of the dress code.
4. Headgear including hats, hoodies, and caps are not allowed unless permitted for religious, medical, or other reasons by school administration.
5. Specialized courses may require specialized attire, such as sports uniforms or safety gear.



## Additional Requirements

1. Clothing may not depict, imply, advertise, or advocate illegal, violent, or lewd conduct, weapons, or the use of alcohol, tobacco, marijuana or other controlled substances.
2. Clothing may not depict or imply pornography, nudity, or sexual acts.
3. Clothing may not display or imply vulgar, discriminatory, or obscene language or images.
4. Clothing may not state, imply, or depict hate speech/imagery targeting groups based on race, ethnicity, gender, sexual orientation, gender identity, religious affiliation, or any other protected classification.
5. Sunglasses may not be worn inside of the building.
6. Clothing and accessories that endanger student or staff safety may not be worn.
7. Apparel, jewelry, accessories, tattoos, or manner of grooming that, by virtue of its color, arrangement, trademark or any other attribute, denotes membership in a gang that advocates illegal or disruptive behavior is prohibited.

A student's appearance, including dress and hygiene, must not disrupt the educational process or compromise standards of health and safety.

Students that come to school that smell like marijuana or other offensive, distracting, and/or noxious odors will be instructed to call home for a change in clothing or picked up from school so he/she can change clothes

***The administration at each school reserves the right to determine what constitutes appropriate dress.*** Students who do not adhere to these guidelines will not be allowed to attend class. Parents will be called if appropriate clothing is not available or the student refuses dress-code appropriate clothing.

## ADMINISTRATIVE PROCEDURES

### SECTION I

<b>ADMINISTRATIVE PROCEDURES</b>
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The Board of Education believes that its primary goal is to prepare students to be productive, contributing members of the society through education. The Board encourages the most effective use of educational strategies and techniques to achieve this goal. It is within this spirit that the Code of Conduct was created to address students' behavior in and around the school as well as during school-related functions. The Code outlines specific behaviors that are both disruptive to the educational process and/or illegal and subject to disciplinary action.

The Board recognizes that conduct is learned, and acceptable conduct, like its academic counterpart, can be taught. While disruptive conduct will not be tolerated, the Board encourages the use of educational interventions to correct the unacceptable behavior. The corrective actions taken will also be guided by preventative and educational objectives. Finally, the Board is committed to creating an environment that is safe for students and staff, and promotes learning.

The Decatur Public School District 61 considers habitual, disruptive behavior unacceptable. In most cases, discipline practices and procedures (violations and consequences) will be followed.

**Threats to school safety is defined as acute or pervasive behaviors which provoke fear and intimidation. A threat constitutes any intimidating behavior towards students and/or staff which causes a fear of injury and/or harm. Threats will not be allowed or tolerated. Threatening behaviors will be dealt with immediately and appropriate consequences will be administered. Should severe or repeated misbehavior occur, the building administrator reserves the right to administer appropriate discipline in alignment with the range of administrative consequences/interventions.**

### **Hard & Soft Lockdown**

The lockdown of a school is not a form of student discipline. Lockdowns are used when there is danger in or near the school and students and staff need to be protected from danger. A lockdown involves securing doors and windows in an attempt to keep intruders from gaining access to staff and students. In the event of a preventative or SOFT LOCKDOWN, exterior doors are secured and no one is allowed in or out of the building; however, the routine of the school is maintained (or may be restricted) consistent with an external threat (such as a robbery at a nearby facility, suspicious activity in an area, gas leak at a nearby facility, etc). In the event of a full or HARD LOCKDOWN, there is a total cessation of school activity, no teaching, students seek shelter, classrooms are locked or doors closed, silence is maintained in the building, no one is allowed in or out of the building. Hard lockdowns are normally reserved for serious security situations.

### **Hold in Place**

Hold in Place will be used if we need to keep all staff and students in the classroom for a short period of time. It differs from a lockdown as there is no immediate danger for any staff or students. Example: There is an escalated student being escorted in the hallway, he/she is knocking posters off the wall, shoving furniture as they walk. We call a place and hold for the building until we get that student to a safe place.

### **Alternative Education**

Decatur Alternative Education (DAE) is a DPS facility that offers progressive intervention in assisting students who may require a more structured environment. The Decatur Public School District utilizes DAE for grades K-12, Milligan Academy for grades 6-12, and Futures Unlimited for high school. Milligan and Futures are Regional Office of Education programs that require approval from the ROE for student placement. Students will be eligible for recommendation after the schools have exhausted available and appropriate interventions at the building level. All recommendations are reviewed by the Director of Student Services to determine approval and length of time, as well as assist in establishing interventions upon transition. The mission of these services is to implement quality behavioral and instructional practices in a small class environment. Interventions are geared towards social development so students may achieve academic and behavioral success. Students in these programs will have the opportunity to return to their respective learning environment upon completion of their Plan of Success. Student placement is on an individual basis based on student need and/or BOE placement.

Students eligible for this program whose parent(s)/guardian(s) do not consent to placement in the program are subject to all disciplinary procedures contained in Parts A-D below.

### **Part A**

#### **EXPULSION HEARINGS AND BOARD SUSPENSION REVIEW HEARINGS**

The Superintendent or designee shall implement expulsion procedures that provide, at a minimum, for the following:

1. Before a student may be expelled, the student and his or her parent(s)/guardian(s) shall be provided a written request to appear at a hearing to determine whether the student shall be expelled. The request shall be sent by registered or certified mail, return receipt requested. The request shall include:
  - a) The time, date, and place for the hearing.
  - b) What will happen during the hearing.
  - c) The specific act of gross disobedience or misconduct resulting in the decision to recommend expulsion.

- d) A statement that the School Code allows the School Board to expel a student for a definite period of time not to exceed 2 calendar years, as determined on a case-by-case basis.
  - e) Ask that the student or parent(s)/guardian(s) or attorney inform the District if the student will be **represented** by an attorney and, if so, the attorney's name and contact information.
2. Unless the student and parent(s)/guardian(s) indicate that they do not want a hearing or fail to appear at the designated time and place, the hearing will proceed. It shall be conducted by the School Board or a hearing officer appointed by it. If a hearing officer is appointed, he or she shall report to the Board the evidence presented at the hearing and the Board shall take such final action as it finds appropriate. Whenever there is evidence that mental illness may be the cause for the recommended expulsion, the Superintendent or designee shall invite a representative from a local mental health agency to consult with the Board.
  3. During the expulsion hearing, the Board or hearing officer shall hear evidence concerning whether the student is guilty of the gross disobedience or misconduct as charged. School officials must provide: (1) testimony of any other interventions attempted and exhausted or of their determination that no other appropriate and available interventions were available for the student, and (2) evidence of the threat or disruption posed by the student. The student and his or her parent(s)/guardian(s) may be represented by counsel, offer evidence, present witnesses, cross-examine witnesses who testified, and otherwise present reasons why the student should not be expelled. After presentation of the evidence or receipt of the hearing officer's report, the Board shall decide the issue of guilt and take such action as it finds appropriate.
  4. If the Board acts to expel the student, its written expulsion decision shall:
    - a) Detail the specific reasons why removing the student from his or her learning environment is in the best interest of the school.
    - b) Provide a rationale for the specific duration for the recommended expulsion.
    - c) Document how school officials determined that all behavioral and disciplinary interventions have been exhausted by specifying which interventions were attempted or whether school officials determined that no other appropriate and available interventions existed for the student.
    - d) Document how the student's continuing presence in school would (1) pose a threat to the safety of other students, staff, or members of the school community, or (2) substantially disrupt, impede, or interfere with the operation of the school.
  5. Upon expulsion, the District may refer the student to appropriate and available support services.

## **Part B**

<b>DISCIPLINE AND SUSPENSION PROCEDURES AND NOTIFICATION</b>
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### **Care Room**

The Superintendent or designee is authorized to maintain a Care Room. The program shall include, at a minimum, each of the following:

1. Before assigning a student to the CARE, students will understand the nature of the interventions being assigned per the infraction presented.
2. Students are supervised by licensed school personnel.
3. Students are given the opportunity to complete classroom work in the CARE Room for equivalent academic credit.
4. Students are not introduced to new assignments while in the CARE Room.

### **Transition Room**

The Superintendent or designee is authorized to maintain a Transition Room. The program shall include, at a minimum, each of the following:

1. Before assigning a student to the Transition Room, students will understand the nature of the interventions and consequences being assigned per the infraction presented.
2. Students are supervised by licensed school personnel.

3. Students are given the opportunity to complete classroom work in the Transition Room for equivalent academic credit.
4. Students are assigned for longer term support not to exceed 3 days.

### **Out-of-School Suspension**

The Superintendent or designee shall implement suspension procedures that provide, at a minimum, for each of the following:

1. A conference during which the infraction will be explained and the student will be given an opportunity to respond to the infraction before he or she may be suspended.
2. A pre-suspension conference is not required, and the student can be immediately suspended when the student's presence poses a continuing danger to persons or property or an ongoing threat of disruption to the educational process. In such cases, the notice and conference shall follow as soon as practicable.
3. An attempted phone call to the student's parent(s)/guardian(s).
4. Written notice of suspension to the parent(s)/guardian(s) and the student, which shall include:
  - a) Notice to the parent(s)/guardian(s) of their child's right to a review of the suspension;
  - a) Information about an opportunity to make up work missed during the suspension for equivalent academic credit;
  - b) Detail the specific act of gross disobedience or misconduct resulting in the decision to suspend;
  - c) Provide a rationale or an explanation of how the chosen number of suspension days will address the threat or disruption posed by the student or his or her act of gross disobedience or misconduct; and
  - d) Depending upon the length of the out-of-school suspension, include the following applicable information:
    - i. For a suspension of 3 school days or less, an explanation that the student's continuing presence in school would either pose:
      - a) A threat to school safety, or
      - b) A disruption to other students' learning opportunities.
    - ii. For a suspension of 4 or more school days, an explanation:
      - a) That other appropriate and available behavioral and disciplinary interventions have been exhausted;
      - b) As to whether school officials attempted other interventions or determined that no other interventions were available for the student; and
      - c) That the student's continuing presence in school would either:
        - i. Pose a threat to the safety of other students, staff, or members of the school community, or
        - ii. Substantially disrupt, impede, or interfere with the operation of the school.
  5. A summary of the notice, including the reason for the suspension and the suspension length, must be given to the Board by the Superintendent or designee.
  6. Upon request of the parent(s)/guardian(s), a review of the suspension shall be conducted by the Board or a hearing officer appointed by the Board. At the review, the student's parent(s)/guardian(s) may appear and discuss the suspension with the Board or its hearing officer and may be represented by counsel. Whenever there is evidence that mental illness may be the cause for suspension, the Superintendent or designee shall invite a representative from a local mental health agency to consult with the Board. After presentation of the evidence or receipt of the hearing officer's report, the Board shall take such action as it finds appropriate. If the suspension is upheld, the Board's written suspension decision shall specifically detail items (c) and (d) in number 4, above.

### **Part C**

<b>SPECIAL EDUCATION GENERAL PROCEDURES AND DISCIPLINARY ACTIONS</b>
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- The District shall comply with the provisions of the Individuals With Disabilities Education Act (IDEA) when disciplining students.
- No special education student will be expelled if the student's particular act of gross disobedience/misconduct is a manifestation of his/her disability. Any special education student whose gross disobedience/misconduct is not a manifestation of his/her disability may be expelled pursuant to Expulsion Procedures, except that such disabled student shall receive educational services as provided in the IDEA.
- A special education student may be suspended for an aggregate of ten (10) days of school per school year, regardless of whether the student's gross disobedience/ misconduct is a manifestation of his/her disabling condition, except that such student shall receive educational services in accordance with the IDEA.
- A special education student who has carried a weapon to school or to a school function; who knowingly possesses or uses illegal drugs or sells or solicits the sale of a controlled substance while at school or a school function; or who has inflicted serious bodily injury upon another person while at school or at a school function may be removed from his/her current placement and placed in an appropriate interim alternative educational setting for no more than 45 days in accordance with the IDEA.

### **Special Education Suspension Procedures**

1. All suspension notices and suspension review procedures set forth under Suspension Procedures must be followed in suspending a special education student. In addition, a special education student who is suspended from school shall receive educational services in accordance with the IDEA.
2. The parents/guardians shall be informed in writing that they may request an expedited due process hearing pursuant to the Special Education Rules and Regulations and the procedural safeguards of the IDEA. The parent will be informed of their procedural safeguards.
3. No later than ten (10) school days after the decision to suspend the student for an aggregate of more than 10 school days, the District shall convene a meeting to review the relationship between the student's disability and the behavior subject to the disciplinary action, in accordance with the provisions described in Paragraphs 2 – 4 below. In addition to reviewing whether the conduct is a manifestation of the student's disability, the team shall also review and, if appropriate, modify the student's behavior intervention plan. If there is no behavior intervention plan in place, the District shall conduct a functional behavioral assessment and develop a behavior intervention plan to address the behavior.

### **Special Education Expulsion Procedures**

1. Prior to making a recommendation to expel a special education student, the authorized administrator will convene a Manifestation Determination Review (MDR) to determine whether the student's act of gross disobedience/misconduct is a manifestation of his/her disability.
2. At the Manifestation Determination Review, the MDR team shall include the members of the student's IEP team and other qualified personnel, including, but not limited to, the authorized administrator familiar with the act of misconduct.
3. In carrying out the Manifestation Determination Review, the team shall consider, in terms of the behavior subject to the disciplinary action, all relevant information, including:
  - (a) Evaluation and diagnostic results, including relevant information supplied by the parents;
  - (b) Observations of the student; and
  - (c) The student's IEP and placement.
4. The team shall make the following determinations regarding whether the student's conduct was a manifestation of his/her disability:
  - Was the misconduct caused by, or did it have a direct and substantial relationship to, the student's disability? OR
  - Was the misconduct the direct result of the LEA's failure to implement the IEP?

5. If, at the manifestation review conference, it is determined that the behavior of the student was a manifestation of his/her disability, the authorized administrator will not recommend expulsion. The IEP team shall:
  - conduct a functional behavioral assessment and implement a Behavioral Intervention Plan (BIP), provided that the school district had not already conducted such an assessment prior to the determination of the behavior that resulted in the change of placement,
  - In the situation where a BIP is in place, review it and/or modify the plan as necessary to address the behavior; and
  - Return the student to the placement from which he/she was removed, unless the parents and District agree to a change in placement, except when the student has been removed to an interim alternative education setting for drugs, weapons, and/or serious bodily injury.
6. If, at the manifestation review conference, it is determined that the behavior of the student was not a manifestation of his disability, the authorized administrator may recommend expulsion to the Board. The expulsion notice to the parents/guardians sent pursuant to Expulsion Notification under Expulsion Hearings and Board Suspension Review Hearings, will also include three (3) additional statements that:
  - (a) The parents are entitled to all rights provided under the IDEA and those set forth in the Special Education Rules and Regulations, as available to the parents from the School District. A copy of parents' rights shall be included with the notice of the expulsion hearing.
  - (b) In addition to issues regularly determined at an expulsion hearing, the authorized administrator must present evidence that the manifestation review team met and concluded that the student's misconduct was not a manifestation of his disability, which shall be duly noted by the Board of Education.
  - (c) The administration shall ensure that relevant special education and disciplinary records of the student are transmitted for consideration by the Board of Education.
7. If a special education student is expelled from school in accordance with the procedures set forth above, the District shall convene an IEP meeting to develop an educational program to deliver educational services to the student during such period of expulsion.

### **Special Education Disciplinary Actions**

The following caveats apply to the items in the list: (1) Disciplinary actions must have no adverse effect on IEP goals and objectives; and (2) disciplinary actions must not be applied in a discriminatory manner.

Written Reprimand	Permissible.
Written Warning	Permissible.
Study Carrels	Permissible.
Restriction of Privileges(Social Probation)	Permissible.
Detention (lunch, recess, after school)	Permissible.
In-School Supervision	Permissible if supervised by certified special education teacher and/or if student's IEP is carried out.
Aversive Therapy/Devices	PROHIBITED.
Bus Suspension	Permissible. Counts as part of 10-day aggregate days of suspension if the child is unable to attend school because of the bus suspension.

Exclusion from Extracurricular Activities	Permissible as long as participation is not specifically required by the IEP.
Emergency Suspensions	Permissible for up to an aggregate of ten (10) consecutive school days if the procedures described in Section E are followed.
Suspension	Permissible for no more than ten aggregate school days per year if the procedures described in Part E are followed.
Alternative School Placement	Permissible as long as change of placement is made through regular IEP process.
Expulsion	Permissible if act of disobedience/misconduct is not a manifestation of the student's disability and if educational services are provided to the student.

**Part D**

**SEARCHES OF STUDENTS AND STUDENT LOCKERS/SEIZURE OF PROPERTY**

To maintain order and security in the schools, school authorities are authorized to conduct searches of school property and equipment. School authorities are authorized to conduct searches of students and their personal effects when there is a reasonable ground for suspecting that the search will produce evidence the particular student has violated or is violating either the law or the District's student conduct rules. "School Authorities" includes school liaison police officer. See the complete policy in Section II, Part D, of this document.

**Part E**

**PROCEDURES FOR HANDLING MISCONDUCT ON BUS**

1. A bus driver shall work with children to minimize misconduct on the bus.
2. If a student misbehaves on a bus, the driver may issue a Bus Misconduct Referral. A copy of the referral shall be given to the student, the school and the bus company. A representative of the bus company must report serious misbehavior to the principal or designee on the same day or in the morning of the next school day. Upon receiving a misconduct referral, the principal or designee shall make the determination of the action to be taken and shall notify the bus company and parents/guardian. (Parents/guardians shall be notified in writing. They shall be expected to sign the letter and return it promptly to the principal or designee.) Conduct resulting in a bus suspension of 1-10 days shall be determined at the discretion of the principal or designee. Conduct resulting in a bus suspension of greater than 10 days shall be determined at the discretion of the Board.
3. If the student's conduct is severe, the principal or designee may use any of the steps outlined under Section II, Part B, *Range of Administrative Consequences/Interventions*, in disciplining the student. The bus company and parents shall be notified of action taken.
4. Special education students who are removed from the bus and do not attend school because of the bus suspension will have these days counted as part of the ten (10) day limit.

The district is not responsible for the conduct of students at the city bus stop. This responsibility lies with the parents.

**SECTION II**

## **POLICIES AND PROCEDURES**

### **Part A**

#### **GENERAL PROCEDURES**

1. Students committing acts of gross disobedience/misconduct as defined herein may be disciplined in any manner provided in this policy, including detention, being assigned to intervention support in the CARE/Transition Room, suspension out of school, suspension from the school bus, or expulsion.
  - When a student is suspended from school, it is that student's responsibility to keep up with class assignments. Upon request, teachers will provide and will evaluate make-up work resulting from suspension, although in some cases (science experiments, for instance) alternate assignments may be provided.
  - Students suspended from school will be allowed to make up missed work for full credit. Request for missed work shall be made within 48 hours of a student's return from suspension. Student will be allowed up to 1 day for every day the student is suspended from school.
2. Teachers may remove disruptive students from the classroom by sending them to the office. Teachers may also detain students after school when parents are notified. The building administrator will develop a procedure for handling disruptive students when he or she is away from the building. This procedure shall be made known to the staff.
3. Before removing any student from the school or the school bus during the school day, the building administrator will make reasonable efforts to notify the parent or guardian. He or she will make reasonable efforts to ensure the safety of the student. The student may be retained until the end of the day unless parents, guardians or emergency contacts can be reached.
4. Teachers, other certificated educational employees, and other persons providing a related service for or with respect to a student, may use reasonable force as needed to maintain safety for students, staff, or other persons, or for the purpose of self-defense or defense of property. Teachers may temporarily remove students from a classroom for disruptive behavior.
5. If any employee is battered by a student, this process shall be followed:
  - Teacher files a written complaint with administration for a battery within two (2) days of the occurrence.
  - The administrator shall report the complaint to local law enforcement immediately after the occurrence of the attack, and to the Illinois' State Police Illinois Uniform Crime Reporting Program no later than three (3) days after the occurrence of the attack. (pg 35 of DEA contract: Article XII F).
6. The employee has the right to use such force as given by statute or court cases decided thereunder to protect himself/herself, another employee or student from physical assault or injury. Employees shall have Board assistance in any assault or battery cases which occur while the employee is performing his/her assigned duties. The Board assistance shall consist of utilization of corrective procedures. Upon written notification, the Superintendent or his/her designee, shall report all incidents of battery committed against employees to the local law enforcement authorities immediately after the occurrence of the attack. (pg. 36 of DEA contract: Article XII H).
7. Pursuant to an approved classroom/building/team discipline or management plan and the District student discipline policy, an employee may send a student to the building administrative office with the completed formal discipline referral form.

An administrator will process all discipline referrals (both major and minor) submitted by the employee (four-part form or an electronic form) within three days. At the elementary level, the student shall not return to class for a minimum of one hour. At the secondary level, for non-tardy disciplinary referrals, the student shall not return to the class for the remainder of the class period. Written notification will be given to the employee prior to readmittance of the student to the class. Students may not return to class without written notification of the administrator's disposition.

Every attempt to process the discipline referral will be made prior to sending the student back to the class. Guidelines are outlined in the Student Code of Conduct and subsequent actions will be consistent with such policy. (pg. 36 of DEA contract: Article XII L)

## Part B

### INTERNET and TECHNOLOGY USE POLICY

#### Acceptable Use

The use of DPS 61 technology resources is a privilege and not a right. The privilege of using the technology resources provided by DPS 61 is not transferable or extendable by students to groups outside the district and terminates when a person is no longer a student of DPS 61. This policy is provided to make all users aware of the responsibilities associated with efficient, ethical, and lawful use of technology resources.

If a person violates any of the User Terms and Conditions named in this policy, privileges may be terminated, access to the School District technology resources may be denied, and the appropriate disciplinary action may be applied per the Student Code of Conduct. Law enforcement agencies may be notified in appropriate cases.

#### DPS 61 Student Responsibilities:

- Read, understand and follow the DPS 61 Acceptable Use Policy.
- Use devices in a responsible and ethical manner.
- Obey general school rules and district policies concerning behavior.
- Use technology resources in an appropriate manner that does not result in the informational damage of school equipment. This “damage” includes, but is not limited to, the loss of data resulting from delays, non-deliveries, mis-deliveries or service interruptions caused by the student’s own negligence, errors or omissions.
- Use any information obtained via DPS 61’s network at your own risk. DPS 61 specifically denies any responsibility for the accuracy or quality of information obtained through its services.
- Report physical damage to devices immediately to the Technology Department.
- Secure devices against theft or loss.
- Help DPS 61 protect devices by contacting the Technology Department about any security problems encountered.
- Monitor all activity on your account(s).
- Turn off and secure devices after you are done working to protect work and information. Securing the devices includes storing device out of sight and in a secure location.
- Respect the rights of copyright owners.

#### Prohibited Student Activities:

- Illegal installation or transmission of copyrighted materials.
- Any action that violates any existing DPS 61 Board Policy or public law.
- Sending, accessing, uploading, downloading, or distributing offensive, profane, threatening, pornographic, obscene, or sexually explicit materials.
- Spamming or sending mass or inappropriate emails.
- Gaining access to others’ accounts.
- Gaining access to others’ files and/or data without permission.
- Use of the school’s Internet/email accounts for financial or commercial gain or for any illegal activity.
- Use of anonymous and/or false communications to mislead, harm, bully or harass another person.
- Participation in credit card fraud, electronic forgery or other forms of illegal behavior.
- Vandalism (any malicious attempt to harm or destroy hardware, software or data, including, but not limited to, the uploading or creation of computer viruses or computer programs that can infiltrate computer systems and/or damage software components) of school equipment.

- Bypassing the DPS 61 web filter through a web proxy, phone tethering, and any other means, including utilizing a non-district network during the school day.
- Bullying.

#### Device Care:

The devices can be damaged if subjected to rough treatment. The screens are particularly sensitive to damage from excess pressure.

- Do not expose the device to any liquid, including water, drinks, rain, etc.
- Do not lean on the top of the device when it is closed.
- Do not place anything near the device to put pressure on the device.
- Do not place anything in the carrying case that will press against the device.
- Do not “bump” the device against desks, lockers, walls, car doors, floors, etc.
- Never leave any object on the keyboard.
- No labels or stickers may be applied to the computer without prior approval of the Technology Department.
- Students are responsible for maintaining their individual devices and keeping them in good working order.
- Clean the screen with a soft, dry cloth or anti-static cloth or with a screen cleaner designed specifically for LCD-type screens.

Device cases furnished by DPS 61 must be returned with only normal wear and no alterations to avoid paying a case replacement fee.

Devices that malfunction or are damaged must be reported to the DPS 61 Technology Department. The school district will be responsible for repairing devices that malfunction.

Devices that have been damaged from student misuse, neglect or accident will be repaired. If the damages to a device are not covered under the warranty, and/or do not have it covered under their homeowner’s insurance, the student’s family will be responsible for the total cost of repairs up to the replacement cost of the device. Students may be provided a temporary device while their assigned device is being repaired.

Devices that are stolen must be reported within twenty-four (24) hours to the building administrator, Technology Department, appropriate Police Department, or appropriate County Sheriff’s Department. Police reports shall not be filed if the device is misplaced or left unintentionally. Devices that are lost must be reported to DPS 61 Technology Department through an established procedure.

#### Legal Propriety:

Students must comply with trademark and copyright laws and all license agreements. If the student is unsure, ask a staff member for guidance.

Use or possession of hacking software is strictly prohibited and violators are subject to discipline.

Violation of applicable state or federal law may result in criminal prosecution and/or disciplinary action by the District, including expulsion or police involvement.

The Decatur Public School District owns and operates the equipment and software that compose our network resources. The school is obligated to take steps to **ensure** that all facilities are used legally. Any illegal use of network resources is prohibited.

All content created, sent, accessed or downloaded using any part of the District’s network resources or district-owned devices is subject to the rules stated in this policy. School administration monitors our network and may find it necessary to investigate electronic incidents even if they happen after hours and outside of school. As the owners of our network resources, including email system, the school administration reserves the right, if needed, and at its discretion, to remotely access, open, examine and/or delete any electronic file.

The District does not have control of the information on the Internet or incoming emails, nor does it provide any technical barriers to account holders accessing the full range of information while not connected to the School District's network. Sites accessible via the Internet may contain material that is defamatory, inaccurate, abusive, obscene, profane, sexually oriented, threatening, racially offensive, illegal or otherwise inconsistent with the mission of Decatur Public Schools District. While the District's intent is to make Internet access available for educational goals and objectives, account holders may have the ability to access other materials as well. Students shall obey the Acceptable Use Policy when using the Internet on the network and/or the device.

District account holders take full responsibility for their access to the District's network resources and Internet. Specifically, DPS 61 makes no warranties with respect to school network resources nor does it take responsibility for:

1. The content of any advice or information received by an account holder;
2. The costs, liability or damages incurred as a result of access to school network; or
3. Any consequences of service interruptions.

This policy exists along with all other District policies, rules, guidelines and procedures. Specific items not covered here may be addressed by other policies, District rules, guidelines, or procedures at the discretion of the Board of Education or its designee.

#### Security:

1. Do not leave laptops in unsupervised areas.
2. Staff will confiscate unsupervised or abandoned laptops.
3. Avoid using the laptop in areas where damage or theft is likely.
4. During after-school activities, students are still expected to maintain the security of the laptop. Students participating in sports events shall store laptops and use the same security measures as with their other personal items.
5. Each laptop has identifying labels including the serial number that is tied to the student. Students must not modify or destroy these labels.

#### Parent/Guardian Responsibilities:

1. Sign the Student/Parent Computer Agreement.
2. In order for students to be allowed to take their computers home, a student and his/her parent/guardian must sign the Student/Parent Computer Loan Agreement.
3. Monitor student use.
  - a. The parent/guardian must agree to monitor student use at home and away from school. The best way to keep students safe and on-task is to have a parent/guardian present and involved. Suggestions include:
    - i. Investigate and apply parental controls available through your Internet service provider and/or your wireless router.
    - ii. Develop a set of rules/expectations for computer use at home. Don't forget rules for social networking, instant messaging, e-mailing, online gaming and using webcams. Some websites provide parent/child agreements for you to sign. The district will not block websites or otherwise limit the use of the device outside of school.
    - iii. Demonstrate a genuine interest in what your students are doing on the computer. Ask questions and request that they show you their work often.
2. Continually dialogue with your children about online safety.
  - a. Help your child(ren) understand what information shall be private.
  - b. Explain that children shall post only information that you—and they—are comfortable with others seeing.
  - c. Go where your child goes online or follow your child online.
  - d. Teach your child(ren) to recognize and report:

- i. Cyberbullying
- ii. Online predators
- iii. Exposure to inappropriate materials

### **Student and Parent Agreement**

1. Devices and computer bags, when stored in lockers, must be stored so that they will not be damaged by other locker contents.
2. Devices must be with the student at all times when transporting and using the device outside of the classroom.
3. Students whose parents have signed a Student/Parent Computer Loan Agreement and have been given permission by Decatur Public Schools staff will take devices home.

Do not:

- Allow others (other than a parent or district employee) to use your device.
- Use another student's device.
- Reveal your full name, personal address, phone number, school name or personal identifying characteristics (i.e., hair color, age, etc.) to anyone online.
- Deface your device or computer bag with stickers, markers, or graffiti, or remove any markings or tags placed there by technology staff.

Students are expected to:

- Convey the details about any knowledge of a security problem to their teacher without discussing it with other students.
- Notify a staff member immediately if they come across information, images, or messages that are inappropriate, dangerous, threatening, or make them feel uncomfortable.
- Notify a teacher or administrator immediately if they accidentally access an inappropriate website.
- All videotaping, pictures, and any audiovisual recording is prohibited unless authorized by a teacher, principal or instructional coach as part of a class project.

The student will return the device to the school:

- At the end of the year and/or when requested by school administration;
- If he/she transfers to another school within Decatur Public Schools; or
- If he/she withdraws from Decatur Public Schools.

If the device is not returned to the school in any of the above scenarios within three (3) days after the initial withdrawal or transfer, it will be reported as stolen and a police report will be submitted to law enforcement. The device contains permanent tracking software so that missing laptops can be located by law enforcement.

Decatur Public Schools assumes no responsibility for any unauthorized charges, including but not limited to, credit card charges, long distance telephone charges, equipment and line costs, or for any illegal or unauthorized use of its computers (such as copyright violations).

Decatur Public Schools may remove a user's access to the network without notice at any time if the user is engaged in any unauthorized activity. Decatur Public Schools reserves the right to confiscate the property at any time.

*Notification (105 ILCS 75/15)*

Decatur Public Schools shall not request or require a student to provide a password or other account-related information in order to gain access to an account or social media profile. The District may conduct an investigation or require a student to cooperate in an investigation if there is specific information about activity on the student's account on a social networking website that violates a school disciplinary rule or policy. In the course of an investigation, the student may be required to share the content that is reported in order to make a factual determination.

## **STUDENT ONLINE PERSONAL PROTECTION ACT**

### **Educational Technology Vendors Under the Student Online Personal Protection Act**

School districts throughout the State of Illinois contract with different educational technology vendors for beneficial K-12 purposes such as providing personalized learning and innovative educational technologies, and increasing efficiency in school operations.

Under Illinois' Student Online Personal Protection Act, or SOPPA (105 ILCS 85/), educational technology vendors and other entities that operate Internet websites, online services, online applications, or mobile applications that are designed, marketed, and primarily used for K-12 school purposes are referred to in SOPPA as *operators*. SOPPA is intended to ensure that student data collected by operators is protected, and it requires those vendors, as well as school districts and the Ill. State Board of Education, to take a number of actions to protect online student data.

Depending upon the particular educational technology being used, our District may need to collect different types of student data, which is then shared with educational technology vendors through their online sites, services, and/or applications. Under SOPPA, educational technology vendors are prohibited from selling or renting a student's information or from engaging in targeted advertising using a student's information. Such vendors may only disclose student data for K-12 school purposes and other limited purposes permitted under the law.

In general terms, the types of student data that may be collected and shared include personally identifiable information (PII) about students or information that can be linked to PII about students, such as:

- Basic identifying information, including student or parent/guardian name and student or parent/guardian contact information, username/password, student ID number
- Demographic information
- Enrollment information
- Assessment data, grades, and transcripts
- Attendance and class schedule
- Academic/extracurricular activities
- Special indicators (e.g., disability information, English language learner, free/reduced meals or homeless/foster care status)
- Conduct/behavioral data
- Health information
- Food purchases
- Transportation information
- In-application performance data
- Student-generated work
- Online communications
- Application metadata and application use statistics
- Permanent and temporary school student record information

Operators may collect and use student data only for K-12 purposes, which are purposes that aid in the administration of school activities, such as:

- Instruction in the classroom or at home (including remote learning)
- Administrative activities
- Collaboration between students, school personnel, and/or parents/guardians
- Other activities that are for the use and benefit of the school district

### **Request a Review**

Under Illinois' Student Online Personal Protection Act, or SOPPA (105 ILCS 85/), parents of an enrolled student have the right to inspect and review the student's covered information held by the school, the State Board or an operator. To request this review, parents can email their request to SOPPA@dps61.org or send a written request to the Director of Information Technology.

### **Part C**

## **ATHLETIC CODE**

### **Extracurricular Athletics**

Student participation in School Board-approved extracurricular athletic activities is contingent upon the following:

1. The student must attain the academic criteria set forth in Board policy 6:190, *Extracurricular and CoCurricular Activities*.
2. Written permission must be given by the parent(s)/guardian(s) for the student's participation, giving the District full waiver of responsibility of the risks involved.
3. The student must present a certificate of physical fitness issued by a licensed physician, and advanced practice nurse, or a physician assistant. The *Pre-Participation Physical Examination Form*, offered by the Illinois High School Association and the Illinois Elementary School Association, is the preferred certificate of physical fitness.
4. The student must show proof of accident insurance coverage either by a policy purchased through the District-approved insurance plan or a written statement from the parent(s)/guardian(s) that the student is covered under a family insurance plan.
5. The student must agree to follow all conduct rules and the coaches' instructions.
6. The student and his or her parent/guardian must provide written consent to random drug and alcohol testing pursuant to the Extracurricular Drug and Alcohol Testing Program.
7. The student and his or her parent/guardian must: (a) comply with the eligibility rules of, and complete any forms required by, any sponsoring association (such as, the Illinois Elementary School Association, the Illinois High School Association, or the Southern Illinois Junior High School Athletic Association), and (b) complete all forms required by the District including, without limitation, signing an acknowledgment of receiving information about the Board's concussion policy 7:305, *Student Athlete Concussions and Head Injuries*.

The Principal or Athletic Director shall maintain the necessary records to ensure student compliance with this policy. Adopted: April 8, 1997

### **Part D**

## **POLICY 7:140 SEARCH AND SEIZURE**

In order to maintain order and security in the schools, school authorities are authorized to conduct searches of school property and equipment, as well as of students and their personal effects. "School authorities" include school liaison police officers.

#### School Property and Equipment as well as Personal Effects Left There by Students

School authorities may inspect and search school property and equipment owned or controlled by the school (such as lockers, desks and parking lots), as well as personal effects left there by a student, without notice to or the consent of the student. Students have no reasonable expectation of privacy in these places or areas or in their personal effects left there.

This paragraph applies to student vehicles parked on school property. In addition, Building Principals shall require each high school student, in return for the privilege of parking on school property, to consent in writing to school searches of his or her vehicle, and personal effects therein, without notice and without suspicion of wrongdoing.

The Superintendent or a designee may request the assistance of law enforcement officials to conduct inspections and searches of lockers, desks, parking lots, and other school property and equipment for illegal drugs, weapons, or other illegal or dangerous substances or materials, including searches conducted through the use of specially trained dogs.

#### Students

School authorities may search a student and/or the student's personal effects in the student's possession (such as purses, wallets, knapsacks, book bags, lunch boxes, etc.) when there is a reasonable ground for suspecting that the search will produce evidence the particular student has violated or is violating either the law or the District's student conduct rules. The search itself must be conducted in a manner which is reasonably related to its objectives and not excessively intrusive in light of the age and sex of the student and the nature of the infraction.

When feasible, the search shall be conducted as follows:

- Outside the view of others, including students;
- In the presence of a school administrator or adult witness; and
- By a certified employee or liaison police officer of the same sex as the student.

Immediately following a search, a written report shall be made by a school authority who conducted the search, and given to the Superintendent or designee.

#### Seizure of Property

If a search produces evidence that the student has violated or is violating either the law or the District's policies or rules, such evidence may be seized and impounded by school authorities, and disciplinary action may be taken. When appropriate, such evidence may be transferred to law enforcement authorities.

#### Notification Regarding Student Accounts or Profiles on Social Networking Websites

The Superintendent or designee shall notify students and their parents/guardian of each of the following in accordance with the Right to Privacy in the School Setting Act, 105 ILCS75/:

1. School officials may not request or require a student or his or her parent/guardian to provide a password or other related account information to gain access to the student's account or profile on a social networking website.
2. School officials may conduct an investigation or require a student to cooperate in an investigation if there is specific information about activity on the student's account on a social networking website that violates a school disciplinary rule or policy. In the course of an investigation, the student may be required to share the content that is reported in order to allow school officials to make a factual determination.

## Part E

### **POLICY 7:180 PREVENTING BULLYING AND HARASSMENT**

Bullying, intimidation, and harassment diminish a student's ability to learn and a school's ability to educate. Preventing students from engaging in these disruptive behaviors and providing all students equal access to a safe, non-hostile learning environment are important District goals.

Bullying on the basis of actual or perceived race, color, religion, sex, national origin, ancestry, physical appearance, socioeconomic status, academic status, pregnancy, parenting status, homelessness, age, marital status, physical or mental disability, military status, sexual orientation, gender-related identity or expression, unfavorable discharge from military service, order of protection status, association with a person or group with one or more of the aforementioned actual or perceived characteristics, or any other distinguishing characteristic is prohibited in each of the following situations:

1. During any school sponsored-education program or activity.
2. While in school, on school property, on school buses or other school vehicles, at designated school bus stops waiting for the school bus, or at school sponsored or school-sanctioned events or activities.
3. Through the transmission of information from a school computer, a school computer network, or other similar electronic school equipment.
4. Through the transmission of information from a computer that is accessed at a non-school related location, activity, function, or program or from the use of technology or an electronic device that is not owned, leased, or used by the School District or school if the bullying causes a substantial disruption to the educational process or orderly operation of a school. This paragraph (item #4) applies only when a school administrator or teacher receives a report that bullying through this means has occurred; it does not require staff members to monitor any non-school-related activity, function, or program.

Definitions from 105 ILCS 5/27-23.7 Bullying includes cyberbullying and means any severe or pervasive physical or verbal act or conduct, including communications made in writing or electronically, directed toward a student or students that has or can be reasonably predicted to have the effect of one or more of the following:

1. Placing the student or students in reasonable fear of harm to the student's or students' person or property.
2. Causing a substantially detrimental effect on the student's physical or mental health.
3. Substantially interfering with the student's or students' academic performance; or
4. Substantially interfering with the student's or students' ability to participate in or benefit from the services, activities, or privileges provided by a school.

Bullying may take various forms, including without limitation one or more of the following: harassment, threats, intimidation, stalking, physical violence, sexual harassment, sexual violence, theft, public humiliation, destruction of property, or retaliation for asserting or alleging an act of bullying. This list is meant to be illustrative and non-exhaustive.

Cyberbullying means bullying through the use of technology or any electronic communication, including without limitation any transfer of signs, signals, writing, images, sounds, data, or intelligence of any nature transmitted in whole or in part by a wire, radio, electromagnetic system, photo-electronic system, or photo-optical system, including without limitation electronic mail, Internet communications, instant messages, or facsimile communications. Cyberbullying includes the creation of a webpage or weblog in which the creator assumes the identity of another person or the knowing impersonation of another person as the author of posted content or messages if the creation or impersonation creates any of the

effects enumerated in the definition of bullying. Cyberbullying also includes the distribution by electronic means of a communication to more than one person or the posting of material on an electronic medium that may be accessed by one or more persons if the distribution or posting creates any of the effects enumerated in the definition of bullying.

Restorative measures means a continuum of school-based alternatives to exclusionary discipline, such as suspensions and expulsions, that: (i) are adapted to the particular needs of the school and community, (ii) contribute to maintaining school safety, (iii) protect the integrity of a positive and productive learning climate, (iv) teach students the personal and interpersonal skills they will need to be successful in school and society, (v) serve to build and restore relationships among students, families, schools, and communities, and (vi) reduce the likelihood of future disruption by balancing accountability with an understanding of students' behavioral health needs in order to keep students in school, and (vii) increase student accountability if the incident of bullying is based on religion, race, ethnicity, or any other category that is identified in the Ill. Human Rights Act.

School personnel means persons employed by, on contract with, or who volunteer in a school district, including without limitation school and school district administrators, teachers, school guidance counselors, school social workers, school counselors, school psychologists, school nurses, cafeteria workers, custodians, bus drivers, school resource officers, and security guards.

Bullying Prevention and Response Plan The Superintendent or designee shall develop and maintain a bullying prevention and response plan that advances the District's goal of providing all students with a safe learning environment free of bullying and harassment. This plan must be consistent with the requirements listed below;

1. The District uses the definition of bullying as provided in this policy.
2. Bullying is contrary to State law and the policy of this District. However, nothing in the District's bullying prevention and response plan is intended to infringe upon any right to exercise free expression or the free exercise of religion or religiously based views protected under the First Amendment to the U.S. Constitution or under Section 3 of Article I of the Illinois Constitution.
3. Students are encouraged to immediately report bullying. A report may be made orally or in writing to the Nondiscrimination Coordinator, Building Principal, Assistant Building Principal, Dean of Students, Complaint Manager or any staff member with whom the student is comfortable speaking. Anyone, including staff members and parents/guardians, who has information about actual or threatened bullying is encouraged to report it to the District named officials or any staff member. The District named officials and all staff members are available for help with a bully or to make a report about bullying. Anonymous reports are also accepted. However, this shall not be construed to permit formal disciplinary action solely on the basis of an anonymous report.

**Nondiscrimination Coordinator:**

Director of Human Resources  
101 West Cerro Gordo Street  
217-362-3030  
[dpsnondiscriminationcoordinator@dps61.org](mailto:dpsnondiscriminationcoordinator@dps61.org)

**Complaint Manager:**

Assistant Superintendent  
101 West Cerro Gordo Street  
217-362-3013  
[dpscomplaintmanager@dps61.org](mailto:dpscomplaintmanager@dps61.org)

**Complaint Manager:**

Director of Student Services  
~~335 East Cerro Gordo Street~~  
**2115 South Taylor Rd**  
217-362-3061

4. Consistent with federal and State laws and rules governing student privacy rights, the parents/guardians of all students involved in an alleged incident of bullying will be notified of such, along with threats, suggestions, or instances of self-harm determined to be the results of bullying, within 24 hours after the school's administration shall also discuss the availability of social work services, counseling, school **psychological** services, other interventions, and restorative measures. The school shall make diligent efforts to notify a parent or legal guardian, utilizing all contact information the school has available or that can be reasonably obtained within the 24-hour period.
5. The Superintendent or designee shall promptly investigate and address reports of bullying, by, among other things: a. Making all reasonable efforts to complete the investigation within ten (10) school days after the date the report of a bullying incident was received and taking into consideration additional relevant information received during the course of the investigation about the reported bullying incident. b. Involving appropriate school support personnel and other staff persons with knowledge, experience, and training on bullying prevention, as deemed appropriate, in the investigation process. c. Notifying the Building Principal or school administrator or designee of the reported incident of bullying as soon as possible after the report is received. d. Consistent with federal and State laws and rules governing student privacy rights, providing parents/guardians of the students who are parties to the investigation information about the investigation and an opportunity to meet with the Building Principal or school administrator or his or her designee to discuss the investigation, the findings of the investigation, and the actions taken to address the reported incident of bullying. The Superintendent or designee shall investigate whether a reported incident of bullying is within the permissible scope of the District's jurisdiction and shall require that the District provide the victim with information regarding services that are available within the District and community, such as counseling, support services, and other programs.
6. The Superintendent or designee shall use interventions to address bullying, that may include, but are not limited to, school social work services, restorative measures, social-emotional skill building, counseling, school psychological services, and community-based services.
7. A reprisal or retaliation against any person who reports an act of bullying is prohibited. Any person's act of reprisal or retaliation will be subject to disciplinary action, up to and including discharge with regard to employees, or suspension and/or expulsion with regard to students.
8. A student will not be punished for reporting bullying or supplying information, even if the District's investigation concludes that no bullying occurred. However, a person who is found to have falsely accused another of bullying, as a means of retaliation, as a means of bullying, or provided false information will be treated as either: a) bullying, b) student discipline up to and including suspension and/or expulsion, and/or c) both a) and b) for purposes of determining any consequences or other appropriate remedial actions.
9. The District's bullying prevention and response plan must be based on the engagement of a range of school stakeholders, including students and parents/guardians.
10. The Superintendent or designee shall post this policy on the District's Internet website, if any, and include it in the student handbook, and, where applicable, post it where other policies, rules, and standards of conduct are currently posted.

The policy must also be distributed annually to parents/guardians, students, and school personnel (including new employees when hired), and must also be provided periodically throughout the school year to students and faculty.

11. Pursuant to State law and Board policy 2:240, *Board Policy Development*, the Board monitors this policy every two years by conducting a review and re-evaluation of this policy to make any necessary and appropriate revisions. The Superintendent or designee shall assist the Board with its evaluation and assessment of this policy's outcomes and effectiveness. Updates to this policy will reflect any necessary and appropriate revisions. This process shall include, without limitation:
  - a. The frequency of victimization;
  - b. Student, staff, and family observations of safety at a school;
  - c. Identification of areas of a school where bullying occurs;
  - d. The types of bullying utilized; and
  - e. Bystander intervention or participation.

The evaluation process may use relevant data and information that the District already collects for other purposes. Acceptable documentation to satisfy the re-evaluated policy submission include one of the following:

- i. An updated version of the policy with the amendment/modification date included in the reference portion of the policy;
- ii. If no revisions are deemed necessary, a copy of Board minutes indicating that the policy was re-evaluated and no changes were deemed to be necessary; or
- iii. A signed statement from the Board President indicating that the Board re-evaluated the policy and no changes to it were necessary.

The Superintendent or designee must post the information developed as a result of the policy evaluation on the District's website, or if a website is not available, the information must be provided to school administrators, Board members, school personnel, parents/guardians, and students. Reviews and re-evaluations in years they are due must be submitted to ISBE by September 30.

12. The Superintendent or designee shall fully implement the Board policies, including without limitation to the following:
  - a. 2:260, Uniform Grievance Procedure. A student may use this policy to complain about bullying.
  - b. 2:265, Title IX Sexual Harassment Grievance Procedure. Any person may use this policy to complain about sexual harassment in violation of Title IX of the Education Amendments of 1972.
  - c. 2:270, *Discrimination and Harassment on the Basis of Race, Color and National Origin Prohibited*. Any person may use this policy to complain about discrimination or harassment on the basis of race, color, or national origin in violation of Title VI of the Civil Rights Act of 1964 and/or the Illinois Human Rights Act
  - d. 6:60, Curriculum Content. Bullying prevention and character instruction is provided in all grades in accordance with State law.
  - e. 6:65, Student Social and Emotional Development. Student social and emotional development is incorporated into the District's educational program as required by State law.
  - f. 6:235, Access to Electronic Networks. This policy states that the use of the District's electronic networks is limited to: (1) support of education and/or research, or (2) a legitimate business use.
  - g. 7:20, Harassment of Students Prohibited. This policy prohibits any person from harassing, intimidating, or bullying a student based on an identified actual or perceived characteristic (the list of characteristics in 7:20 is the same as the list in this policy).
  - h. 7:185, Teen Dating Violence Prohibited. This policy prohibits teen dating violence on school property, at school sponsored activities, and in vehicles used for school-provided transportation.
  - i. 7:190, Student Behavior. This policy prohibits, and provides consequences for, hazing, bullying, or other aggressive behaviors, or urging other students to engage in such conduct.

- j. 7:310, Restrictions on Publications; Elementary Schools, and 7:315, Restrictions on Publications; High Schools. These policies prohibits students from and provides consequences for: (1) accessing and/or distributing at school any written, printed, or electronic material, including material from the Internet, that will cause substantial disruption of the proper and orderly operation and discipline of the school or school activities, and (2) creating and/or distributing written, printed, or electronic material, including photographic material and blogs, that causes substantial disruption to school operations or interferes with the rights of other students or staff members.

### **Discrimination and Harassment on the Basis of Race, Color, and National Origin Prohibited**

Discrimination and harassment on the basis of race, color, or national origin negatively affect a student's ability to learn and an employee's ability to work. Providing an educational and workplace environment free from such discrimination and harassment is an important District goal. The District does not discriminate on the basis of actual or perceived race, color, or national origin in any of its education programs or activities, and it complies with federal and State non-discrimination laws.

#### Examples of Prohibited Conduct

Examples of conduct that may constitute discrimination on the basis of race, color, or national origin include: disciplining students more harshly and frequently because of their race, color, or national origin; denying students access to high-rigor academic courses, extracurricular activities, or other educational opportunities based on their race, color, or national origin; denying language services or other educational opportunities to English learners; and assigning students special education services based on a student's race, color, or national origin.

Harassment is a form of prohibited discrimination. Examples of conduct that may constitute harassment on the basis of race, color, or national origin include: the use of racial, ethnic or ancestral slurs or stereotypes; taunts; name-calling; offensive or derogatory remarks about a person's actual or perceived race, color, or national origin; the display of racially-offensive symbols; racially-motivated physical threats and attacks; or other hateful conduct.

#### Making a Report or Complaint; Investigation Process

Individuals are encouraged to promptly report claims or **incidents** of discrimination or harassment based on race, color, or national origin to the Nondiscrimination Coordinator, a Complaint Manager, or any employee with whom the student is comfortable speaking. Reports under this policy will be processed under Board policy 2:260, *Uniform Grievance Procedure*.

Any District employee who receives a report or complaint of discrimination or harassment must promptly forward the report or complaint to the Nondiscrimination Coordinator or a Complaint Manager. Any employee who fails to promptly comply may be disciplined, up to and including discharge. Reports and complaints of discrimination or harassment will be confidential to the greatest extent practicable, subject to the District's duty to investigate and maintain an educational environment that is productive, respectful, and free of unlawful discrimination, including harassment.

This policy does not impair or otherwise diminish the existing rights of unionized employees to request an exclusive bargaining representative to be present during any investigatory interviews, nor does this policy diminish any rights available under an applicable collective bargaining agreement, including, but not limited to, a grievance procedure.

#### Federal and State Agencies

If the District fails to take necessary corrective action to stop harassment based on race, color, or national origin, further relief may be available through the Ill. Dept. of Human Rights (IDHR) or the U.S. Dept. of Education's Office for Civil Rights. To contact IDHR, go to: <https://dhr.illinois.gov/about-us/contact-idhr.html> or call (312) 814-6200 (Chicago) or (217) 785-5100 (Springfield).

### Prevention and Response Program

The Superintendent or designee shall establish a prevention and response program to respond to complaints of discrimination based on race, color, and national origin, including harassment, and retaliation. The program shall include procedures for responding to complaints which:

1. Reduce or remove, to the extent practicable, barriers to reporting discrimination, harassment, and retaliation;
2. Permit any person who reports or is the victim of an incident of alleged discrimination, harassment, or retaliation to be accompanied when making a report by a support individual of the person's choice who complies with the District's policies and rules;
3. Permit anonymous reporting, except that an anonymous report may not be the sole basis of any disciplinary action;
4. Offer remedial interventions or take such disciplinary action as may be appropriate on a case-by-case basis;
5. Offer, but do not require or unduly influence, a person who reports or is the victim of an incident of harassment or retaliation the option to resolve allegations directly with the accused; and
6. Protects a person who reports or is the victim of an incident of harassment or retaliation from suffering adverse consequences as a result of a report of, investigation of, or a response to the incident.

### Enforcement

Any District employee who is determined, after an investigation, to have engaged in conduct prohibited by this policy will be subject to remedial action and/or disciplinary action, up to and including discharge. Any District student who is determined, after an investigation, to have engaged in conduct prohibited by this policy will be subject to remedial action and/or disciplinary action, including but not limited to, suspension and expulsion consistent with Board policy 7:190, *Student Behavior*.

Any third party who is determined, after an investigation, to have engaged in conduct prohibited by this policy will be addressed in accordance with the authority of the Board in the context of the relationship of the third party to the District, e.g., vendor, parent, invitee, etc. Any person making a knowingly false accusation regarding prohibited conduct will likewise be subject to remedial and/or disciplinary action.

### Retaliation Prohibited

Retaliation against any person for bringing complaints, participating in the complaint process, or otherwise providing information about discrimination or harassment based on race, color, or national origin is prohibited (see Board policy 2:260, *Uniform Grievance Procedure*).

Individuals should report allegations of retaliation to the Building Principal, an administrator, the Nondiscrimination Coordinator, and/or a Complaint Manager.

## **Part F**

### **POLICY 7:190 STUDENT BEHAVIOR**

The goals and objectives of this policy are to provide effective discipline practices that: (1) ensure the safety and dignity of students and staff; (2) maintain a positive, weapons-free, and drug-free learning environment; (3) keep school property and the property of others secure; (4) address the cause of a student's misbehavior and provide opportunities for all individuals involved in an incident to participate in its resolution; and (5) teach students positive behavioral skills to become independent, self-disciplined citizens in the school community and society.

### When and Where Conduct Rules Apply

A student is subject to disciplinary action for engaging in prohibited student conduct, as described in the section with that name below, whenever the student's conduct is reasonably related to school or school activities, including, but not limited to:

1. On, or within sight of, school grounds before, during, or after school hours or at any time;
2. Off school grounds, at a school-sponsored activity or event, or any activity or event that bears a reasonable relationship to school;
3. Traveling to or from school, a school activity, function, or event; or
4. Anywhere, if the conduct interferes with, disrupts, or adversely affects the school environment, school operations, or an educational function, including, but not limited to, conduct that may reasonably be considered to: (a) be a threat or an attempted intimidation of a staff member; or (b) endanger the health or safety of students, staff, or school property.

#### Prohibited Student Conduct

The school administration is authorized to discipline students for defiance, disruptive behaviors, or misconduct, including but not limited to the sub-headings outlined below. Disobeying rules of student conduct or directives from staff members or school officials include, but is not limited to, refusing a District staff member's request to stop, present school identification, or report to the office.

#### Possession

For purposes of this policy, the term possession includes having control, custody, or care, currently or in the past, of an object or substance, including situations in which the item is: (a) on the student's person; (b) contained in another item belonging to, or under the control of, the student, such as in the student's clothing, backpack, or automobile; (c) in a school's student locker, desk, or other school property; or (d) at any location on school property or at a school-sponsored event.

Efforts, including the use of positive interventions and supports, shall be made to deter students, while at school or a school-related event, from engaging in aggressive behavior that may reasonably produce physical or psychological harm to someone else. The Superintendent or designee shall ensure that the parent/guardian of a student who engages in aggressive behavior is notified of the incident.

The failure to provide such notification does not limit the Board's authority to impose discipline, including suspension or expulsion for such behavior.

No disciplinary action shall be taken against any student that is based totally or in part on the refusal of the student's parent/guardian to administer or consent to the administration of psychotropic or psychostimulant medication to the student.

#### Illegal Substance

1. Using, possessing, distributing, purchasing, or selling tobacco or nicotine materials, including without limitation, electronic cigarettes and/or vapes.
2. Using, possessing, distributing, purchasing, or selling alcoholic beverages. Students who are under the influence of an alcoholic beverage are not permitted to attend school or school functions and are treated as though they had alcohol in their possession.
3. Using, possessing, distributing, purchasing, selling, or offering for sale:
  - a. Any illegal drug or controlled substance, or cannabis (including marijuana, hashish, and medical cannabis unless the student is authorized to be administered a medical cannabis infused product under Ashley's Law).
  - b. Any anabolic steroid unless it is being administered in accordance with a physician's or licensed practitioner's prescription.
  - c. Any performance-enhancing substance on the Illinois High School Association's most current banned substance list unless administered in accordance with a physician's or licensed practitioner's prescription.

- d. Any prescription drug when not prescribed for the student by a physician or licensed practitioner, or when used in a manner inconsistent with prescription or prescribing physician's or licensed practitioner's instructions. The use or possession of medical cannabis, even by a student for whom medical cannabis has been prescribed, is prohibited unless the student is authorized to be administered a medical cannabis **infused** product under Ashley's Law.
- e. Any inhalant, regardless of whether it contains an illegal drug or controlled substance: (a) that a student believes is, or represents to be capable of, causing intoxication, hallucination, excitement, or dulling of the brain or nervous system; or (b) about which the student engaged in behavior that would lead a reasonable person to believe that the student intended the inhalant to cause intoxication, hallucination, excitement, or dulling of the brain or nervous system. The prohibition in this section does not apply to a student's use of asthma or other legally prescribed inhalant medications.
- f. Any substance inhaled, injected, smoked, consumed, or otherwise ingested or absorbed with the intention of causing a physiological or psychological change in the body, including without limitation, pure caffeine in tablet or powdered form.
- g. Look-alike or counterfeit drugs, including a substance that is not prohibited by this policy, but one: (a) that a student believes to be, or represents to be, an illegal drug, controlled substance, or other substance that is prohibited by this policy; or (b) about which a student engaged in behavior that would lead a reasonable person to believe that the student expressly or impliedly represented to be an illegal drug, controlled substance, or other substance that is prohibited by this policy.
- h. Drug paraphernalia, including devices that are or can be used to: (a) ingest, inhale, or inject cannabis or controlled substances into the body; and (b) grow, process, store, or conceal cannabis or controlled substances.
- i. Students that come to school that smell like marijuana or other offensive, distracting, and/or noxious odors will be instructed to call home for a change in clothing or picked up from school so he/she can change clothes.

\*\*\*\* *Students that use medicinal marijuana will need a medical plan on file with the nurse.*

Students who are under the influence of any prohibited substance are not permitted to attend school or school functions and are treated as though they had the prohibited substance, as applicable, in their possession.

### Weapons

A student who is determined to have brought one of the following objects to school, any school-sponsored activity or event, or any activity or event that bears a reasonable relationship to school may be expelled for a period not to exceed two calendar years:

1. A firearm, meaning any gun, rifle, shotgun, or weapon as defined by Section 921 of Title 18 of the United States Code ([18 U.S.C. § 921](#)), firearm as defined in Section 1.1 of the Firearm Owners Identification Card Act ([430 ILCS 65/](#)), or firearm as defined in Section 24-1 of the Criminal Code of 1961 ([720 ILCS 5/24-1](#)).
2. A knife, brass knuckles, or other knuckle weapon regardless of its composition, a billy-club, or any other object if used or attempted to be used to cause bodily harm, including look-alikes of any firearm as defined above.
3. Using, possessing, controlling, or transferring a weapon as that term is defined in the Weapons section of this policy, or violating the Weapons section of this policy.
4. Using or possessing a laser pointer unless under a staff member's direct supervision and in the context of instruction.

## Electronic Devices

The district strongly encourages families to keep their student's cell phone and other electronic devices at home as the district/staff will not be held responsible for items left, lost, stolen, or damaged.

Using a cellular telephone, video recording device, personal digital assistant (PDA), paging device(s), smart watch(es), headphones, earbuds, or other electronic device(s) in the classroom, hallways, lunch periods (PreK-8<sup>th</sup> grade), or other school environment(s), including school related activities, are prohibited. Electronic devices, headphone, earbuds, smart watches, **smart eyewear** etc., must be turned off and remain in their lockers or in a secure designated cell phone location in the classroom during the school day.

Prohibited technology conduct includes, without limitation, handling, utilizing, creating sending, sharing, viewing, receiving, posting, or possessing a prohibited electronic device, an indecent visual depiction of oneself or another person through the use of any electronic device, and/or any electronic device that disrupts the educational environment or leads to the disruption of the educational environment.

All electronic devices not provided by school staff, must be kept powered-off and placed in the student's locker or a secure, designated location in the teacher's classroom (PreK-8<sup>th</sup> grade) during the school day.

Students in grades 9-12 must keep their cell phones turned off and in their individual lockers. Staff is not responsible for cell phones that are left, lost, damaged, or stolen while at school. Students that refuse to obey this policy and/or guidelines set for cell phone usage and/or other technology violations may receive the following school discipline.

- 1<sup>st</sup> offense - Warning – Parent/guardian contacted and student must put device away in the designated area. Student may pick the device up at the end of the day.
- 2<sup>nd</sup> offense – Parent/guardian contacted. Written Warning/Classroom referral. Student must put device away in the designated area. Student may pick the device up at the end of the day.
- 3<sup>rd</sup> offense – Discipline referral to the office. Parent/guardian contacted. Student must put device away in the designated area. Parent may pick the device up at the end of the day.
- 4<sup>th</sup> offense and beyond – Student will be disciplined according to the Student Code of Conduct.

Students that become grossly defiant, threaten staff, disruptive, etc., may be suspended for up to 3 days regardless of it being the first or fourth offense. Students will be allowed to make up missed work. Students will not be allowed on school property while suspended.

Parent/guardian(s) that become belligerent, threaten staff, etc., may be arrested and/or given a No Trespass Letter. A no trespass letter means the individual is not allowed on any DPS property for the length of the time stated in the letter.

## Academic Dishonesty

Engaging in academic dishonesty, including cheating, intentionally plagiarizing, wrongfully giving or receiving help during an academic examination, altering report cards, and wrongfully obtaining test copies or scores.

## Hazing

1. Engaging in hazing or any kind of bullying or aggressive behavior that does physical or psychological harm to a staff person or another student, or urging other students to engage in such conduct. Prohibited conduct specifically includes, without limitation, any use of violence, intimidation, force, noise, coercion, threats, stalking, harassment, sexual harassment, public humiliation, theft or destruction of property, retaliation, hazing, bullying, bullying using a school computer or a school computer network, or other comparable conduct.

2. Being involved with any public-school fraternity, sorority, or secret society, by: (a) being a member; (b) promising to join; (c) pledging to become a member; or (d) soliciting any other person to join, promise to join, or be pledged to become a member.

#### Sexual Misconduct

1. Engaging in any sexual activity, including without limitation, offensive touching, sexual harassment, indecent exposure (including mooning), and sexual assault. This does not include the non-disruptive: (a) expression of gender or sexual orientation or preference, or (b) display of affection during non-instructional time.
2. Teen dating violence, as described in Board policy 7:185, Teen Dating Violence Prohibited.

#### Vandalism/Theft

1. Causing or attempting to cause damage to, or stealing or attempting to steal, school property or another person's personal property.
2. Entering school property or a school facility without proper authorization.

#### False Alarms

In the absence of a reasonable belief that an emergency exists, calling emergency responders (such as calling 911); signaling or setting off alarms or signals indicating the presence of an emergency; or indicating the presence of a bomb or explosive device on school grounds, school bus, or at any school activity.

#### Threats

Making an explicit threat on an Internet website against a school employee, a student, or any school-related personnel if the Internet website through which the threat was made is a site that was accessible within the school at the time the threat was made or was available to third parties who worked or studied within the school grounds at the time the threat was made, and the threat could be reasonably interpreted as threatening to the safety and security of the threatened individual because of his or her duties or employment status or status as a student inside the school.

#### Disruptive Behaviors/Truancy

1. Being involved in gangs or gang-related activities, including displaying gang symbols or paraphernalia.
2. Violating any criminal law, including but not limited to, assault, battery, arson, theft, gambling, eavesdropping, vandalism, and hazing.
3. Operating an unmanned aircraft system (UAS) or drone for any purpose on school grounds or at any school event unless granted permission by the Superintendent or designee.
4. Engaging in any activity, on or off campus, that interferes with, disrupts, or adversely affects the school environment, school operations, or an educational function, including but not limited to, conduct that may reasonably be considered to: (a) be a threat or an attempted intimidation of a staff member; or (b) endanger the health or safety of students, staff, or school property.
5. Being absent without a recognized excuse; State Law and Board of Education policy regarding truancy control will be used with chronic and habitual truants.

#### **Disciplinary Measures**

School officials shall limit the number and duration of expulsions and out-of-school suspensions to the greatest extent practicable, and, where practicable and reasonable, shall consider forms of non-exclusionary discipline before using out-of-school suspensions or expulsions. School personnel shall not advise or encourage students to drop out voluntarily due to behavioral or academic difficulties.

Potential disciplinary measures include, without limitation, any of the following:

1. Notifying parent(s)/guardian(s).
2. Disciplinary conference.
3. Withholding of privileges.
4. Temporary removal from the classroom.

5. Return of property or restitution for lost, stolen, or damaged property.
6. In-school suspension. The Building Principal or designee shall ensure that the student is properly supervised.
7. After-school study or Saturday study provided the student's parent/guardian has been notified. If transportation arrangements cannot be agreed upon, an alternative disciplinary measure must be used. The student must be supervised by the detaining teacher or the Building Principal or designee.
8. Community service with local public and nonprofit agencies that enhances community efforts to meet human, educational, environmental, or public safety needs. The District will not provide transportation. School administration shall use this option only as an alternative to another disciplinary measure, giving the student and/or parent/guardian the choice.
9. Seizure of contraband; confiscation and temporary retention of personal property that was used to violate this policy or school disciplinary rules.
10. Suspension of bus riding privileges in accordance with Board policy 7:220, Bus Conduct.
11. Out-of-school suspension from school and all school activities in accordance with Board policy 7:200, Suspension Procedures. A student who has been suspended shall also be restricted from being on school grounds and at school activities.
12. Expulsion from school and all school activities for a definite time period not to exceed two calendar years in accordance with Board policy 7:210, Expulsion Procedures. A student who has been expelled shall also be restricted from being on school grounds and at school activities that include, but not limited to, prom, senior activities, and graduation.
13. Transfer to an alternative program if the student is expelled or otherwise qualifies for the transfer under State law. The transfer shall be in the manner provided in [Article 13A](#) or [13B of the School Code](#).
14. Notifying juvenile authorities or other law enforcement whenever the conduct involves criminal activity, including but not limited to, illegal drugs (controlled substances), look-alikes, alcohol, or weapons or in other circumstances as authorized by the reciprocal reporting agreement between the District and local law enforcement agencies.

The above list of disciplinary measures is a range of options that will not always be applicable in every case. It is also not an order in which discipline may be administered. In some circumstances, it may not be possible to avoid suspending or expelling a student because behavioral interventions, other than a suspension and expulsion, will not be appropriate and available, and the only reasonable and practical way to resolve the threat and/or address the disruption is a suspension or expulsion. Students enrolled in the District's State-funded preschool program(s) may be temporarily removed or transitioned to a new program in accordance with federal and State law. State law prohibits the expulsion of students from the program(s).

Corporal punishment is prohibited. Corporal punishment is defined as slapping, paddling, or prolonged maintenance of students in physically painful positions, or intentional infliction of bodily harm. Corporal punishment does not include reasonable force as needed to maintain safety for students, staff, or other persons, or for the purpose of self-defense or defense of property.

#### Isolated Time Out, Time Out, and Physical Restraint

Neither isolated time out, time out, nor physical restraint shall be used to discipline or punish a student. These methods are only authorized for use as permitted in [105 ILCS 5/10-20.33](#), State Board of Education rules ([23 Ill.Admin.Code §§ 1.280, 1.285](#)), and the District's procedure(s).

#### Weapons

A student who is determined to have brought one of the following objects to school, any school-sponsored activity or event, or any activity or event that bears a reasonable relationship to school may be expelled for a period not to exceed two calendar years:

- A firearm, meaning any gun, rifle, shotgun, or weapon as defined by Section 921 of Title 18 of the

United States Code ([18 U.S.C. § 921](#)), firearm as defined in Section 1.1 of the Firearm Owners Identification Card Act ([430 ILCS 65/](#)), or firearm as defined in Section 24-1 of the Criminal Code of 1961 ([720 ILCS 5/24-1](#)).

- A knife, brass knuckles, or other knuckle weapon regardless of its composition, a billy club, or any other object if used or attempted to be used to cause bodily harm, including look-alikes of any firearm as defined above.

The expulsion requirement under either paragraph one or two above may be modified by the Superintendent, and the Superintendent's determination may be modified by the Board on a case-by-case basis. The Superintendent or designee may grant an exception to this policy, upon the prior request of an adult supervisor, for students in theatre, cooking, ROTC, martial arts, and similar programs, whether or not school-sponsored, provided the item is not equipped, nor intended, to do bodily harm.

This policy's prohibitions concerning weapons apply regardless of whether: (1) a student is licensed to carry a concealed firearm, or (2) the Board permits visitors, who are licensed to carry a concealed firearm, to store a firearm in a locked vehicle in a school parking area.

#### Re-Engagement of Returning Students

The Superintendent or designee shall maintain a process to facilitate the re-engagement of students who are returning from an out-of-school suspension, expulsion, or an alternative school setting. The goal of re-engagement shall be to support the student's ability to be successful in school following a period of exclusionary discipline and shall include the opportunity for students who have been suspended to complete or make up work for equivalent academic credit.

#### Required Notices

A school staff member shall immediately notify the office of the Building Principal in the event that he or she: (1) observes any person in possession of a firearm on or around school grounds; however, such action may be delayed if immediate notice would endanger students under his or her supervision, (2) observes or has reason to suspect that any person on school grounds is or was involved in a drug-related incident, or (3) observes a battery committed against any staff member. Upon receiving such a report, the Building Principal or designee shall immediately notify the local law enforcement agency, Ill. State Police (ISP), and any involved student's parent/guardian. School grounds includes modes of transportation to school activities and any public way within 1000 feet of the school, as well as school property itself.

#### Delegation of Authority

Each teacher, and any other school personnel when students are under his or her charge, is authorized to impose any disciplinary measure, other than suspension, expulsion, corporal punishment, or in-school suspension, that is appropriate and in accordance with the policies and rules on student discipline.

Teachers, other certificated [licensed] educational employees, and other persons providing a related service for or with respect to a student, may use reasonable force as needed to maintain safety for other students, school personnel, or other persons, or for the purpose of self-defense or defense of property. Teachers may temporarily remove students from a classroom for disruptive behavior.

The Superintendent, Building Principal, Assistant Principal, or Dean of Students is authorized to impose the same disciplinary measures as teachers and may suspend students guilty of gross disobedience or misconduct from school (including all school functions) and from riding the school bus, up to 10 consecutive school days, provided the appropriate procedures are followed. The Board may suspend a student from riding the bus in excess of 10 school days for safety reasons.

## Student Handbook

The Superintendent or designee, with input from the parent-teacher advisory committee, shall prepare disciplinary rules implementing the District's disciplinary policies. These disciplinary rules shall be presented annually to the Board for its review and approval.

A student handbook, including the District disciplinary policies and rules, shall be distributed to the students' parents/guardians within 15 days of the beginning of the school year or a student's enrollment.

ADOPTED: December 12, 2023

REVISED: June 10, 2025

## **Part G**

### **PARENT-TEACHER ADVISORY COMMITTEE**

Per Illinois School Code 105 ILCS 5/10-20.14 (from Ch. 122, par. 10-20.14):

Sec. 10-20.14. Student discipline policies; parent-teacher advisory committee.

a) To establish and maintain a parent-teacher advisory committee to develop with the school board or governing body of a charter school policy guidelines on student discipline, including school searches and bullying prevention as set forth in Section 27-23.7 of this Code. School authorities shall furnish a copy of the policy to the parents or guardian of each pupil within 15 days after the beginning of the school year, or within 15 days after starting classes for a student who transfers into the district during the school year, and the school board or governing body of a charter school shall require that a school inform its pupils of the contents of the policy. School boards and the governing bodies of charter schools, along with the parent-teacher advisory committee, must annually review their pupil student discipline policies, the implementation of those policies, and any other factors related to the safety of their schools, students, and school personnel.

(a-5) On or before September 15, 2016, each elementary and secondary school and charter school shall, at a minimum, adopt student discipline policies that fulfill the requirements set forth in this Section, subsections (a) and (b) of Section 10-22.6 of this Code, Section 34-19 of this Code if applicable, and federal and State laws that provide special requirements for the discipline of students with disabilities.

- b) The parent-teacher advisory committee in cooperation with local law enforcement agencies shall develop, with the school board, policy guideline procedures to establish and maintain a reciprocal reporting system between the school district and local law enforcement agencies regarding criminal offenses committed by students.
- c) School districts are encouraged to create memoranda of understanding with local law enforcement agencies that clearly define law enforcement's role in schools, in accordance with Section 10-22.6 of this Code. In consultation with stakeholders deemed appropriate by the State Board of Education, the State Board of Education shall draft and publish guidance for the development of reciprocal reporting systems in accordance with this Section on or before July 1, 2025.
- d) The parent-teacher advisory committee, in cooperation with school bus personnel, shall develop, with the school board, policy guideline procedures to establish and maintain school bus safety procedures. These procedures shall be incorporated into the district's pupil discipline policy.
- e) As used in this subsection ~~(d)~~, (e) "evidence-based intervention" means intervention that has demonstrated a statistically significant effect on improving student outcomes as documented in peer-reviewed scholarly journals.

The school board, in consultation with the parent-teacher advisory committee and other community-based organizations, must include provisions in the student discipline policy to address students who have demonstrated behaviors that put them at risk for aggressive behavior, including without limitation bullying, as defined in the policy. These provisions must include procedures for notifying parents or legal guardians and intervention procedures based upon available community-based and district resources.

In consultation with behavioral health experts, the State Board of Education shall draft and publish guidance for evidence-based intervention procedures, including examples, in accordance with this Section on or before July 1, 2025.

## Part H

### FAITH'S LAW

#### **Professional and Appropriate Conduct**

Professional and appropriate employee conduct are important Board goals that impact the quality of a safe learning environment and the school community, increasing students' ability to learn and the District's ability to educate. To protect students from sexual misconduct by employees, and employees from the appearance of impropriety, State law also recognizes the importance for District employees to constantly maintain professional and appropriate relationships with students by following established expectations and guidelines for employee-student boundaries. Many breaches of employee-student boundaries do not rise to the level of criminal behavior but do pose a potential risk to student safety and impact the quality of a safe learning environment. Repeated violations of employee-student boundaries may indicate the grooming of a student for sexual abuse. As bystanders, employees may know of concerning behaviors that no one else is aware of, so their training on: (1) preventing, recognizing, reporting, and responding to child sexual abuse and grooming behavior; (2) this policy; and (3) federal and state reporting requirements is essential to maintaining the Board's goal of professional and appropriate conduct.

The Superintendent or designee shall identify employee conduct standards that define appropriate employee-student boundaries, provide training about them, and monitor the District's employees for violations of employee-student boundaries. The employee conduct standards will require that, at a minimum:

1. Employees who are governed by the Code of Ethics for Illinois Educators, adopted by the Ill. State Board of Education (ISBE), will comply with its incorporation by reference into this policy.
2. Employees are trained on educator ethics, child abuse, grooming behaviors, and employee/student boundary violations as required by law and policies 2:265, Title IX Sexual Harassment Grievance Procedure; 4:165, Awareness and Prevention of Child Sexual Abuse and Grooming Behaviors; 5:90, Abused and Neglected Child Reporting; and 5:100, Staff Development Program.
3. Employees maintain professional relationships with students, including maintaining employee/student boundaries based upon students' ages, grade levels, and developmental levels and following District-established guidelines for specific situations, including but not limited to: a. Transporting a student; b. Taking or possessing a photo or video of a student; and c. Meeting with a student or contacting a student outside the employee's professional role.
4. Employees report prohibited behaviors and/or boundary violations pursuant to Board policies 2:260, Uniform Grievance Procedure; 2:265, Title IX Sexual Harassment Grievance Procedure; and 5:90, Abused and Neglected Child Reporting.
5. Discipline up to and including dismissal will occur for any employee who violates an employee conduct standard or engages in any of the following:
  - a. Violates expectations and guidelines for employee-student boundaries.

- b. Sexually harasses a student.
- c. Willfully or negligently fails to follow reporting requirements of the Abused and Neglected Child Reporting Act (325 ILCS 5/), Title IX of the Education Amendments of 1972 (20 U.S.C. §1681 et seq.), or the Elementary and Secondary Education Act (20 U.S.C. § 7926).
- d. Engages in grooming as defined in 720 ILCS 5/11-25.
- e. Engages in grooming behaviors. Prohibited grooming behaviors include, at a minimum, sexual misconduct. Sexual misconduct is any act, including but not limited to, any verbal, nonverbal, written, or electronic communication or physical activity, by an employee with direct contact with a student, that is directed toward or with a student to establish a romantic or sexual relationship with the student. Examples include, but are not limited to:
  - i. A sexual or romantic invitation.
  - ii. Dating or soliciting a date.
  - iii. Engaging in sexualized or romantic dialog.
  - iv. Making sexually suggestive comments that are directed toward or with a student.
  - v. Self-disclosure or physical exposure of a sexual, romantic, or erotic nature.
  - vi. A sexual, indecent, romantic, or erotic contact with the student.

### **General**

Staff members are expected to maintain courteous and professional relationships with students. All staff members have a responsibility to provide an atmosphere conducive to learning through consistently and fairly applied discipline and the maintenance of physical and emotional boundaries with students. These boundaries must be maintained regardless of the student's age, the location of the activity, whether the student allegedly consents to the relationship or whether the staff member directly supervises the student. Maintaining these boundaries is an essential requirement for employment in the district.

Although this policy applies to the relationships between staff members and district students, staff members who inappropriately interact with any child may be disciplined or terminated when the district determines such action is necessary to protect students.

### **Absolute Prohibitions**

There are some interactions between staff members and students that are never acceptable and are absolutely prohibited including, but not limited to:

1. Touching, caressing, fondling or kissing students in a sexual or sexually intimate manner.
2. Dating a student or discussing or planning a future romantic or sexual relationship with a student.
3. The district may presume that this provision has been violated if a staff member begins a dating or sexual relationship with a student immediately after graduation or immediately after a student has left the district.
4. Making sexual advances toward a student or engaging in a sexual relationship with a student.
5. Engaging in any conduct that constitutes illegal harassment or discrimination as defined in policy 7:20 Harassment of Students Prohibited and policy 7:180 Preventing Bullying, Intimidation, and Harassment or that could constitute a violation of that policy if pervasive.
6. Engaging in any conduct that violates Board policies, regulations or procedures or constitutes criminal behavior.

### **Exceptions to Staff/Student Relations**

The goal of this policy is to protect students from harm and staff members from allegations of misconduct by requiring staff members to maintain professional boundaries with students. The district does not intend to interfere with or impede appropriate interactions between staff members and students.

An emergency situation or an educational purpose might justify deviation from some of the professional boundaries set out in this policy. Likewise, staff members might be related to students or have contact

with students outside the school environment through friends, neighborhood or community activities, or participation in civic, religious or other organizations. These contacts might justify deviation from some of the standards set in this policy, but under no circumstance will an educational or other purpose justify deviating from the "Absolute Prohibitions" section of this policy.

The staff member must be prepared to articulate the reason for any deviation from the requirements of this policy and must demonstrate that he or she has maintained an appropriate relationship with the student. To avoid confusion, the district encourages staff members to consult with their supervisors prior to engaging in behaviors or activities that might violate professional boundaries as defined in this policy.

### **Failure to Maintain Boundaries**

Unless an educational purpose exists or an exception as defined in this policy applies, examples of situations where professional physical and emotional boundaries are violated include, but are not limited to:

1. Being alone with a student in a room with a closed or locked door or with the lights off. Counselors or others who need to work with students confidentially must discuss with their supervisors the appropriate manner of meeting with students.
2. Associating with students in any setting where students are provided, are consuming or are encouraged to use or consume alcohol, tobacco, drugs or any other product or service prohibited to minors.
3. Communicating with students about sexual topics verbally or by any form of written, pictorial or electronic communication.
4. Discussing the staff member's personal problems with or in the presence of students.
5. Sponsoring parties for students outside of school unless as part of an extracurricular activity that is appropriately supervised by additional staff members.
6. Inviting students to the staff member's home.
7. Being present when students are fully or partially nude.
8. Sending students on personal errands.
9. Allowing a student to drive the staff member's vehicle.
10. Providing a student (other than the staff member's children, stepchildren or other children living in the staff member's home) transportation in the staff member's personal vehicle without a supervisor's approval, unless another staff member or the student's parent/guardian is also present in the vehicle.
11. Allowing any student to engage in behavior that would not be tolerated if done by other similarly situated students (see policy 4:110 Transportation).
12. Giving gifts to individual students.
13. Frequently pulling a student from another class or activity to be with the staff member.

### **Electronic Communication**

Staff members are encouraged to communicate with students and parents/guardians for educational purposes using a variety of effective methods, including electronic communication. As with other forms of communication, staff members must maintain professional boundaries with students while using electronic communication regardless of whether the communication methods are provided by the district or the staff member uses his or her own personal electronic communication devices, accounts, web pages or other forms of electronic communication.

The district's policies, regulations, procedures and expectations regarding in-person communications at school and during the school day also apply to electronic communications for educational purposes, regardless of when those communications occur. Staff communications must be professional, and student communications must be appropriate. Staff members may only communicate with students electronically for educational purposes. Staff members may use electronic communication with students only as frequently as necessary to accomplish the educational purpose.

1. When communicating electronically with students for educational purposes, staff members must use district-provided devices, accounts and forms of communication (such as computers, phones, telephone numbers, e-mail addresses and district-sponsored webpages or social networking sites), when available. If district-provided devices, accounts and forms of communication are unavailable, staff members communicating electronically with students must do so in accordance with number two below. Staff members may communicate with students using district-provided forms of communication without first obtaining supervisor approval. These communications may be subject to review as deemed appropriate by school officials. With district permission, staff members may establish websites or other accounts on behalf of the district that enable communications between staff members and students or parents/guardians. Any such website or account is considered district sponsored and must be professional and conform to all district policies, regulations and procedures.
2. A staff member's supervisor may authorize a staff member to communicate with students using the staff member's personal telephone numbers, addresses, webpages or accounts (including, but not limited to, accounts used for texting) to organize or facilitate a district-sponsored class or activity if the communication is determined necessary or beneficial, if a district-sponsored form of communication is not available, and if the communication is related to the class or activity. The district will provide notification to the parents/guardians of students participating in classes or activities for which personal electronic communications occurs. Staff members will be required to send the communications simultaneously to the supervisor, supervisor designee, parent or guardian. Staff members are required to provide their supervisors with all education related communications with district students upon request.
3. Staff use of any electronic communication is subject to the district's policies, regulations and procedures including, but not limited to, policies, regulations, procedures and legal requirements governing the confidentiality and release of information about identifiable students. Employees who obtain pictures or other information about identifiable students through their connections with the district are prohibited from posting such pictures or information on personal websites or personal social networking websites without permission from a supervisor.
4. The district discourages staff members from communicating with students electronically for reasons other than educational purposes. When an electronic communication is not for educational purposes, and if concerns are raised, the staff member must be prepared to demonstrate that the communications are appropriate. This policy does not limit staff members from communicating with their children, stepchildren or other persons living within the staff member's home who happen to be students of the district.

### **Consequences**

Staff members who violate this policy will be disciplined, up to and including termination of employment. Depending on the circumstances, the district may report staff members to law enforcement and the Illinois Department of Children and Family Services (DCFS) for further investigation, and the district may seek revocation of a staff member's license(s) with the Illinois State Board of Education (ISBE).

### **Reporting**

Any person, including a student, who has concerns about or is uncomfortable with a relationship or activities between a staff member and a student should bring this concern immediately to the attention of the principal, counselor or staff member's supervisor. If illegal discrimination or harassment is suspected, the process in policy 7:20, Harassment of Students Prohibited, will be followed.

Any staff member who possesses knowledge or evidence of possible violations of this policy must immediately make a report to the district's administration. All staff members who know or have reasonable cause to suspect child abuse shall immediately report the suspected abuse in accordance with Board policy. Staff members must also immediately report a violation or perceived violation of the district's discrimination and harassment policy 7:20 Harassment of Students Prohibited and policy

7:180 Preventing Bullying, Intimidation, and Harassment to the district's nondiscrimination compliance officer. Staff members may be disciplined for failing to make such reports.

The district will not discipline, terminate or otherwise discriminate or retaliate against a staff member for reporting in good faith any action that may be a violation of this policy.

### **Training**

The district will provide training to district staff that includes current and reliable information on identifying signs of sexual abuse in children and potentially abusive relationships between children and adults. The training will emphasize legal reporting requirements and cover how to establish an atmosphere where students feel comfortable discussing matters related to abuse.

### *Erin's Law* Counseling Options, Assistance, and Intervention

The Superintendent or designee will ensure that each school building's Student Support Committee identifies counseling options for students who are affected by sexual abuse and grooming behaviors, along with District and community-based options for victims of sexual abuse and grooming behaviors to obtain assistance and intervention. Community-based options must include a Children's Advocacy Center and sexual assault crisis center(s) that serve the District, if any.

This policy shall be implemented in a manner consistent with State and federal laws, including the Individuals with Disabilities Education Act, 42 U.S.C. §12101 *et seq.*

### **Part I**

#### **DISTRIBUTION OF POLICY**

Copies of the Discipline Policy and Procedures will be furnished to the parents/guardians of each elementary student and to students at the secondary level at the beginning of the school year or within fifteen (15) days after the school year begins, or within fifteen (15) school days after a transfer student begins classes in District 61.

### **Part J**

#### **POLICY 8:30 VISITORS TO SCHOOL AND CONDUCT ON SCHOOL PROPERTY**

**School property** - District and school buildings, grounds, and parking areas; vehicles used for school purposes; and any location used for a Board of Education meeting, school athletic event, or other school-sponsored or school-sanctioned events or activities.

Except as provided in the next paragraph, any person wishing to confer with a staff member should contact that staff member to make an appointment. Conferences with teachers are held, to the extent possible, outside school hours or during the teacher's conference/preparation period.

Requests to access a school building, facility, and/or educational program, or to interview personnel or a student for purposes of assessing the student's special education needs, should be made at the appropriate building. Access shall be facilitated according to guidelines from the Superintendent or designee.

The School District expects mutual respect, civility, and orderly conduct among all people on school property or at a school event. No person on school property or at a school event (including visitors, students, and employees) shall perform any of the following acts:

1. Strike, injure, threaten, harass, or intimidate a staff member, Board member, sports official or coach, or any other person.
2. Behave in an unsportsmanlike manner, or use vulgar or obscene language.

3. Unless specifically permitted by State law, possess a weapon, any object that can reasonably be considered a weapon or looks like a weapon, or any dangerous device.
4. Damage or threaten to damage another's property.
5. Damage or deface school property.
6. Violate any Illinois law, or town or county ordinance.
7. Smoke or otherwise use tobacco products.
8. Distribute, consume, use, possess, or be impaired by or under the influence of an alcoholic beverage, cannabis, other lawful product, or illegal drug.
9. Be present when the person's alcoholic beverage, cannabis, other lawful product, or illegal drug consumption is detectable, regardless of when and/or where the use occurred.
10. Use or possess medical cannabis, unless he or she has complied with policy 7:270, *Administering Medicines to Students*, implementing *Ashley's Law*.
11. Impede, delay, disrupt, or otherwise interfere with any school activity or function (including using cellular phones in a disruptive manner).
12. Enter upon any portion of school premises at any time for purposes other than those that are lawful and authorized by the Board.
13. Operate a motor vehicle: (a) in a risky manner, (b) in excess of 20 miles per hour, or (c) in violation of an authorized District employee's directive.
14. Engage in any risky behavior, including roller-blading, roller-skating, or skateboarding.
15. Violate other District policies or regulations, or a directive from an authorized security officer or District employee.
16. Engage in any conduct that interferes with, disrupts, or adversely affects the District or a School function.
17. Videotape, record, and/or take pictures in the classroom, during an outside class activity, or in a learning environment that could capture other individuals.

### **Convicted Child Sex Offender**

State law prohibits a child sex offender from being present on school property or loitering within 500 feet of school property when persons under the age of 18 are present, unless the offender is:

1. A parent/guardian of a student attending the school and has notified the Building Principal of his or her presence at the school for the purpose of: (i) attending a conference at the school with school personnel to discuss the progress of his or her child academically or socially, (ii) participating in child review conferences in which evaluation and placement decisions may be made with respect to his or her child regarding special education services, or (iii) attending conferences to discuss other student issues concerning his or her child such as retention and promotion; or
2. Has permission to be present from the Board, Superintendent, or Superintendent's designee. If permission is granted, the Superintendent or Board President shall provide the details of the offender's upcoming visit to the Building Principal.

In all cases, the Superintendent, or designee who is a certified employee, shall supervise a child sex offender whenever the offender is in a child's vicinity.

### Exclusive Bargaining Representative Agent

**Please refer to the applicable collective bargaining agreement(s). For employees whose collective bargaining agreement does not address this subject:**

Upon notifying the Building Principal's office, authorized agents of an exclusive bargaining representative will be provided reasonable access to employees in the bargaining unit they represent in accordance with State law. Such access shall be conducted in a manner that will not impede the normal operations of the District.

## Enforcement

Any staff member may request identification from any person on school property; refusal to provide such information is a criminal act. The Building Principal or designee shall seek the immediate removal of any person who refuses to provide requested identification.

Any person who engages in conduct prohibited by this policy may be ejected from or denied admission to school property in accordance with State law. The person also may be subject to being denied admission to school athletic or extracurricular events for up to one calendar year in accordance with the procedures below.

### Procedures to Deny Future Admission to Athletic or Extracurricular School Events

Before any person may be denied admission to athletic or extracurricular school events, the person has a right to a hearing before the Board. The Superintendent may refuse the person admission pending such hearing. The Superintendent or designee must provide the person with a hearing notice, delivered or sent by certified mail with return receipt requested, at least ten days before the Board hearing date. The hearing notice must contain:

1. The date, time, and place of the Board hearing;
2. A description of the prohibited conduct;
3. The proposed time period that admission to school events will be denied; and
4. Instructions on how to waive a hearing.

## SECTION III

### GENERAL CONSEQUENCES

#### Part A

### EXPECTATIONS

Students representing their school or attending a school-sponsored activity at a location other than their own school shall conform to the same standards of conduct expected in the school. Infractions are subject to the appropriate Range of Administrative Consequences/Interventions (Part B). Police or juvenile authorities and the Superintendent of Schools shall be notified of illegal infractions.

Teachers at every level must be on the alert for behavioral problems which indicate a need for help. Early detection and consistent work with the student and parents/guardians enhances the probability for successful adjustment. Range of Administrative Consequences/Interventions (Part B) shall be implemented which assist in teaching the acceptable behavior when at all possible.

Any of the procedures described in Range of Administrative Consequences/Interventions (Part B) may be utilized to try to prevent minor problems from becoming major problems (except as limited by the student conduct regulations—see Part B, *Range of Administrative Consequences/Interventions*).

- Each teacher is expected to maintain a classroom climate favorable to learning and to handle most behavioral problems through teacher-student interaction. Teachers are to establish a Classroom Interventions to be approved by the appropriate administrator and implemented prior to making an office referral, unless the behavior is of such serious nature that immediate office referral is warranted.
- If the above procedures are not producing the desired results, the teacher shall confer with the principal, counselor, social worker, dean, or assistant principal. The participants shall implement whatever plans they devise for corrections.
- If deemed advisable, a parent/guardian-teacher-student conference may be held.

- Any modification of the school day must have an agreement from the school principal and parent or guardian before proceeding to the final required step which is final approval from the Assistant Superintendent of Teaching and Learning.

If a student persists in unacceptable behavior, the student shall be sent to the principal or assistant principal at the secondary level and the principal or the acting principal at the elementary level.

Administrators may use any of the following appropriate Range of Administrative Consequences/Interventions (Part B) outlined in this code of conduct, depending upon the seriousness of the behavioral problem. See Part C, *Definitions for Consequences*, for distinction.

**Part B**

**RANGE OF ADMINISTRATIVE CONSEQUENCES/INTERVENTIONS**

The following range of consequences/interventions may be used to address student misbehavior. This list does not display a required sequence of disciplinary actions. These consequences/interventions may be utilized in any order at the discretion of the administrator, except where Board approval is required.

<ul style="list-style-type: none"> <li>CARE Room</li> <li>Transition Room</li> <li>Detention (before/after school or lunch)</li> <li>Expulsion (Board approval required)</li> <li>Out-of-School Suspension</li> <li>Parent Contact</li> </ul>	<ul style="list-style-type: none"> <li>Parent Conference</li> <li>Referral to an Alternative Education Program</li> <li>Restitution</li> <li>Social Probation</li> <li>Restorative Circles/Peace Circles</li> <li>Warning</li> </ul>
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Parent notification shall occur for all consequences/interventions excluding warnings, CARE and Transition room and lunch detentions and shall be made by: writing, email, text, phone, and/or in person. Support Services may occur at all levels in the *Range of Administrative Consequences/Interventions*.

**DEFINITIONS OF CONSEQUENCES/INTERVENTIONS (placed in alphabetical order)**

CARE Room

CARE Room serves a multifunctional purpose to support the needs of the student. This room will serve as an opportunity for students to self-regulate, participate in behavioral modification strategies, self-reflection, coping skills, and other restorative practices. In addition to support strategies, students will be given the opportunity to complete academic assignments for equivalent credit.

Detention

Time assigned the student by a staff member or administrator to be served outside of the academic portion of the school day.

Expulsion

Board of Education approved exclusion of a student for a period of time greater than ten (10) attendance days but not to exceed two (2) calendar years. Expelled students are not allowed on District #61 property or allowed to attend any activity sanctioned by the Decatur Schools until their term

of expulsion has been completed, except for the limited purpose of attending an alternative school on district property.

#### Out-of-School Suspension

A temporary exclusion of a student from school (including all activities sanctioned by Decatur Schools), from all school district property, from riding the school bus or from a class or classes for a period of time not to exceed ten (10) attendance days unless approved by the Board of Education. A student may be suspended from riding the school bus in excess of ten (10) attendance days for safety reasons. It is the responsibility of the parent to transport the student to and from school if the student is suspended from the bus. (Refer to Part E, *Special Education Suspension Procedures*, for special education students.) Students who are temporarily suspended have the opportunity to attend the Suspension Room at William Harris Alternative Learning Academy. The Suspension Room is an opportunity to continue to receive and complete work while suspended. The Suspension Room is supervised by a Certified Teacher, and collaboration and communication with the home-school happens to receive assignments for students.

#### Parent Contact

Parents/Guardians are notified of the discipline concern by phone, mail, and/or in person.

#### Parent Conference

A formal scheduled meeting with parents/guardians to discuss a student's behavior.

#### Referral to Milligan Academy

Milligan Academy is an alternative program, managed in partnership with the Regional Office of Education. Students must be in 6<sup>th</sup> through 12<sup>th</sup> grade to be eligible for support. Students can be placed at Milligan for academic or behavioral support services.

#### Referral to Decatur Alternative Education

DAE is part of DPS 61. Students can be placed there for academic recovery or behavioral support. Placement length is based on student's individual needs, and goal reviews are conducted at the completion of each school year.

#### Restitution

Students may be required to perform simple work consistent with the nature of the offense committed to remedy the damage which they or others have caused to property or grounds—for example: removal of gum from under desks and seats, repair of damaged property, removal of gang identifiers painted on buildings, repair of grounds damaged by vehicles, etc. Restitution can be assessed based on equivalent replacement or compensation for loss, damage, or injury caused.

#### Social Probation

Exclusion from participation in and/or attendance at an extracurricular school-sanctioned activity.

#### Transition Room

Transition Room supports the extended needs of students at the Secondary level. This room is used for students needing additional academic or behavioral support, credit recovery, and extended care. This room's purpose is to prevent the lapse of academic progress while providing unique educational opportunities.

#### Warning

Students are told that repeated offense(s) will result in more severe disciplinary action.

### **Part C**

## INTERVENTIONS AND RESOURCES

### Continuum of Support Services

Services may be recommended and/or provided to students and/or families by varying levels of district employees, including building level intervention team members and Student Services employees. These services may include, but are not limited to, counseling, monitoring, and follow-ups by district staff. The creation of a positive school culture requires students, families, teachers, and administrators to work together to uphold and respect each other's rights and responsibilities.

### Mental Health Counselors

Per the Illinois Mental Health and Developmental Disabilities Code (405 ILCS 5/3-550), minors between the ages of 12-17 are allowed to receive up to eight (8) 90-minute sessions of counseling before the worker makes a service decision. Parent/guardian permission is required for more than the eight (8) sessions unless the service provider determines (through consultation with the minor) that attempting to obtain the consent of a parent or guardian would be detrimental to the minor's well-being.

### Multi-Tiered System of Support

Schools have been working to develop their continuum of available and appropriate support services. These services are accessible to all students, and the frequency (as well as duration) of interventions increase based on the needs of students. A Multi-Tiered System of Support provides three tiers of intervention, and a problem-solving process for students both academically and behaviorally. The tiers provide a layering approach to intervening with additional targeted skill-building for students.

Tier 1- provides intervention and prevention supports for all students.

Tier 2- provides intervention for students who have received all Tier 1 supports and are identified based on accumulated data points as needing additional support.

Tier 3- provides intervention for students who have received all Tier 1 and Tier 2 supports and are identified based on accumulated data points as needing more intensive supports.

Within the Multi-Tiered System of Support, schools use evidence-based approaches and practices for students needing additional supports.

Positive Behavior Interventions and Supports (PBIS) is a proactive systems approach that helps schools use effective interventions accurately and successfully.

Restorative Practices is a philosophy that seeks to establish norms of behavior and recognize any and all harm done to relationships and individuals, with the goal of making things right. Restorative Practices' three main goals are Accountability, Community Safety, and Competency Development.

### Part D

## DISCIPLINE VIOLATIONS AND RANGES OF CONSEQUENCES

All parents/guardians and students shall be aware that some of the acts listed below, as well as violations of the Safe School Zone, can also bring criminal prosecution and penalties as well as school disciplinary action, even if methods such as Restorative Practices are used. The school, the police or state's attorney, parents/guardians and/or students can bring legal action. The District will notify the police department of any act involving illegal drugs, weapons, and/or battery of district employees. Violation of the District drug policy occurs when a student or students are involved in using, being under the influence, possessing, distributing, purchasing, or selling illegal drugs or controlled substances on school district property or at any school event or activity. **Infractions are reported electronically (known as referrals) by staff to administration.** The asterisk (\*) indicates violations that may be reported to the police.

**INFRACTIONS FOR LEVEL ONE**

**Disruptive Behavior/Horseplay**

Disruptive Behavior/Horseplay occurs when a student engages in a brief behavior that disrupts the education of others.

Examples: tapping their pencil on the desk, singing, making jokes.

**Dress Code Violation**

Dress Code Violation occurs when a student is determined by a staff member to be out of compliance with the dress code or uniform policy and refuses to become compliant.

Examples: Visible undergarments, short or skirts too short, sagging pants.

**Failure to Follow Directions**

Failure to follow directions occurs when a student or students fail to follow reasonable directions of school personnel.

**Failure to Serve Detention**

Failure to Serve Detention occurs when a student knowingly fails to serve a detention as prescribed by principal or his/her designee.

Examples: intentionally not showing up for detention/skipping detention.

**Tardy (Repeated Unexcused)**

The Decatur Public Schools do not penalize students who come late to school occasionally for reasons recognized by the State of Illinois as valid causes for missing school. Please refer to pages 9-10 regarding the district tardy policy. Students who arrive tardy to class during the school day disrupt the lesson and hinder learning. Students are considered tardy to class when they arrive to class after the tardy bell (start of class) without a valid pass from the building administrator or designee. If the tardiness becomes habitual, administrators or designee will meet with parents/guardians to determine the cause and develop a plan of assistance. Tardies to class will start over each quarter.

**LEVEL ONE CONSEQUENCES**

<b>ELEMENTARY</b>	<b>SECONDARY</b>
First Offense and Subsequent Offenses <ul style="list-style-type: none"> <li>• Parent/Guardian Contact through 3 days in CARE or Transition Room</li> </ul>	First Offense and Subsequent Offenses <ul style="list-style-type: none"> <li>• Parent/Guardian Contact through 3 days in Transition Room</li> </ul>

**INFRACTIONS FOR LEVEL TWO**

**Electronic Devices Violation**

Electronic Devices violation occurs when a student makes/receives incoming calls and/or text messaging for personal use during instructional time, or uses an electronic device to take a video of students or staff during the school day or school-sanctioned events without permission.

Examples: Unauthorized video recording is taking a video of staff or students during class or recording fights between students; this includes, but is not limited to: electronic signaling devices, cell phones, iPads, pagers, laptops, computers, hand-held devices of any kind, or cellular radio telecommunication.

**Gross Disruptive Behavior/Horseplay**

Gross Disruptive Behavior/Horseplay occurs when a student or students are involved in rough play or behavior that could cause injury, and/or make statements (hoax) that result in the disruption of class, and continue after a staff member has repeatedly redirected those actions.

Examples: running and throwing objects, flipping desk, and wrestling.

**Profanity/Obscenity**

Profanity/Obscenity occurs when a student or students use profane and/or obscene language or gestures directly towards other students and/or staff; and/or are in possession of magazines/literature with overt sexual content.

Examples: cursing, inappropriate materials (magazine, website, pictures).

**Skipping**

Skipping occurs when a student has been caught not attending a class or does not have a valid excuse or pass for not being in class.

Examples: loitering in the hallway after the bell, hiding in the auditorium, leaving school grounds.

**\*Theft Under \$20**

The taking or using of public or private property that does not belong to the perpetrator without permission or authorization is prohibited. Restitution will be a part of the punishment whenever possible. Student(s) involved in theft can be arrested based on the Illinois Criminal Code.

Theft (Minor) occurs when a student is involved with the taking or using of public or private property of nominal value without permission or authorization.

Examples include, but are not limited to: pencils, paper, school supplies, cash not exceeding \$20.00, food or drink items, etc.)

**\*Tobacco/Possession Paraphernalia**

Possession of tobacco or tobacco-related products including, but not limited to, cigarette lighter, cigarette paper, electronic cigarettes, and vape pens is prohibited in Decatur Public Schools. The term "possession" includes having control, custody, or care of an object or substance, regardless of whether or not the item is on the student's person, or contained in another item belonging to, or under the control of, the student, such as in the student's backpack, automobile, locker, desk, or other property. Police or juvenile authorities may be contacted.

Examples: cigarettes, vape pens, chewing tobacco, tobacco pipe, lighters, accessories.

**LEVEL TWO CONSEQUENCES**

<b>ELEMENTARY</b>	<b>SECONDARY</b>
First and Subsequent Offenses <ul style="list-style-type: none"> <li>● Parent/Guardian Contact through 5 days out of school suspension</li> </ul>	First and Subsequent Offenses <ul style="list-style-type: none"> <li>● Parent/Guardian Contact through 5 days out of school suspension</li> </ul>

**INFRACTIONS FOR LEVEL THREE**

## **Gambling**

Gambling occurs when a student is on school grounds, at a school function, or on school transportation and engages in an activity where money, cards, dice, or mutual items of interest are being used as a reward.

Examples: shooting craps, sports betting, poker, etc.

## **Gross Defiance**

Gross Defiance occurs when a student or students persistently refuse to follow staff directions and/or challenge the staff authority and school rules.

Examples: using profanity while non-complying with staff.

## **Harassment/Bullying**

Decatur Public Schools will not tolerate harassment, intimidating conduct, bullying, or cyber-bullying that interferes with a student's educational performance, or creates a hostile educational environment.

[\*Harassment or bullying based on gender, race, religion or sexual orientation are defined below.]

Bullying, intimidation, hazing and harassment are prohibited while in school, on school property, on school buses or other school vehicles, at designated school bus stops waiting for the school bus, or at school-sponsored or school-sanctioned events or activities; or during any school-sponsored education program or activity; or through the transmission of information from a school computer, a school computer network, or other similar electronic school equipment, or through the transmission of information from a computer that is accessed at a non-school-related location, activity, function or program, or from the use of technology or an electronic device that is not owned, leased, or used by the school district or school, if the bullying causes a substantial disruption to the educational or orderly operation of the school.

## **Definitions of Bullying**

Bullying includes cyberbullying and means any severe or pervasive physical or verbal act or conduct, including communications made in writing or electronically, directed toward a student or students that has or can be reasonably predicted to have the effect of one or more of the following:

1. Placing the student in reasonable fear of harm to the student's person or property.
2. Causing a substantially detrimental effect on the student's physical or mental health.
3. Substantially interfering with the student's academic performance.
4. Substantially interfering with the student's ability to participate in or benefit from the services, activities, or privileges provided by a school.

## Types of Bullying

There are three types of bullying:

- Verbal bullying is saying or writing mean things. Verbal bullying includes:
  - Teasing
  - Name-calling
  - Inappropriate sexual comments
  - Taunting
  - Threatening to cause harm
- Social bullying, sometimes referred to as relational bullying, involves hurting someone's reputation or relationships. Social bullying includes:
  - Excluding/leaving out someone on purpose
  - Telling other children not to be friends with someone
  - Spreading rumors about someone
  - Embarrassing someone in public
- Physical bullying involves hurting a person's body or possessions. Physical bullying includes:
  - Hitting/kicking/pinching

- Spitting
- Tripping/pushing
- Taking or breaking someone's things
- Making mean or rude hand gestures

### **Harassment or Bullying Based on Disability**

Harassment based on disability occurs when a student(s) performs unwanted actions against another person or group based on their mental or physical disability, perceived mental or physical disability, or medical condition.

Examples include, but are not limited to, making threats and/or demands, name-calling, cruel comments, taunts, hand or body gestures, written documentation, harassment, intimidation, stalking, physical violence, destruction of property, retaliation for asserting or alleging an act of bullying, or attempting to make someone feel fearful in the educational environment.

### **Harassment or Bullying Based on Gender**

Harassment or bullying based on gender occurs when a student(s) commits an act of non-sexual intimidation or abusive behavior toward a person or group based on the person's actual or perceived sex, including harassment based on gender identity, gender expression, and non-conformity with gender stereotypes.

Examples: making threats and/or sex-based demands, cruel comments, taunts, hand or body gestures, public humiliation, communication, or attempting to make someone feel fearful in the educational environment.

### **Harassment or Bullying Based on Race, Color, or National Origin**

Harassment based on race, color, or national origin occurs when a student(s) performs an act of bullying or harassment (as defined above) against another person or group based on their race, color of their skin, facial features, texture of their hair, or national origin.

Examples: making threats and/or demands, racial or ethnic slurs, cruel comments based on race or ethnicity, taunts, hand or body gestures, written comments or communications, or attempting to make someone feel fearful in the educational environment.

### **Harassment or Bullying Based on Religion**

Harassment based on religion occurs when a student(s) performs an act of bullying or harassment (as defined above) against another person or group based on their religious beliefs or perceived religious beliefs.

Examples: making threats and/or demands, religious slurs, cruel comments, taunts, hand or body gestures, written communication, or attempting to make someone feel fearful in the educational environment.

### **Harassment or Bullying Based on Sexual Orientation**

Harassment based on sexual orientation LGBTQIA+ occurs when a student(s) performs an act of bullying or harassment (as defined above) against another person or group based on their sexual orientation, or perceived gender or sexual orientation, or for failing to conform to stereotypical notions of masculinity or femininity.

Examples: making threats and/or demands; cruel comments such as calling someone “fag,” “queer,” “homo,” or “dyke”; taunts; hand or body gestures; written documentation; or attempting to make someone feel fearful in the educational environment.

- There is a form available for parents to fill out if they feel their child is the victim of bullying. This form can be found on the DPS 61 website homepage. Click on Students and Families to find the link and print the form.

**Technology/Network Violation**

Technology/Network Violation occurs when a student is involved with the district’s computer system in a way that is prohibited as described in the Internet and Technology Use Policy.

Examples of this include, but are not limited to: inappropriate videos, all social media platforms (i.e. Facebook, Instagram, Snapchat, Tik Tok, etc.), email, music sites, pictures, smart watches when used inappropriately, etc. as outlined on pages 55-59. Some violations can be considered a major offense and may result in a suspension from school or greater.

**Trespassing/Loitering**

Trespassing/Loitering occurs when a student is suspected of being on school property without authorization and refuses to show proper identification or leave when directed to do so by any staff member. Police or juvenile authorities may be contacted.

Examples: refusing to leave school property, refusing to show school or state ID.

**\*Vandalism (Major)**

Vandalism occurs when a student is involved with destruction of, or causes damage to, public or private property. Restitution will be part of the discipline. The parents/guardians and students will be billed by the business office for the cost of damages. Students may also be required to perform work to repair damage caused to property or grounds. Police or juvenile authorities may be contacted.

Examples: spray painting lockers or graffiti on school property, breaking windows, breaking soap dispensers in the restroom.

**Verbal Confrontation (No Physical Contact)**

Verbal Confrontation (No Physical Contact) occurs when a student uses violent or derogatory language towards any student or staff member. When a staff member identifies him/herself and tells the student to stop, the student shall do so immediately.

Examples: cursing out a staff member, making threats to a person without a weapon.

**LEVEL THREE CONSEQUENCES**

<b>ELEMENTARY</b>	<b>SECONDARY</b>
First and Subsequent Offenses <ul style="list-style-type: none"> <li>● Warning through a recommendation for up to 1 calendar year expulsion</li> <li>● Restitution (if applicable)</li> </ul>	First and Subsequent Offenses <ul style="list-style-type: none"> <li>● Warning through a recommendation for up to 1 calendar year expulsion</li> <li>● Restitution (if applicable)</li> </ul>

**INFRACTIONS FOR LEVEL FOUR**

**Acts Disrupting School**

Students participating in an activity or act that results in a substantial disruption to the school environment or endangers the well-being of all students, staff, or school. Police or juvenile authorities may be contacted.

Example: Picketing, mob action or sit-ins.

### **Alcohol Influence/Possession**

Possession of alcoholic beverages or any substance containing alcohol is prohibited. A student who is on school property or at a school activity and is under the influence of alcohol will be treated as though he has alcohol in his possession. The term "possession" includes having control, custody, or care of an object or substance, regardless of whether or not the item is on the student's person, or contained in another item belonging to, or under the control of, the student, such as in the student's backpack, automobile, locker, desk, or other property. Students who are under the influence of any prohibited substance are not permitted to attend school or school functions or to be on school property, and will be treated as though they had the prohibited substance, as applicable, in their possession. Police or juvenile authorities may be contacted.

Examples: coming to school intoxicated, bringing alcohol to school, possessing alcohol in your bag, vehicle, locker, under the influence of a stimulant of any kind, etc.

### **Arson**

Arson occurs when a student participates or is involved in deliberately setting fire to property. Police or juvenile authorities may be contacted.

Examples: lighting a trash can on fire in the restroom, burning items in school.

### **Bomb Threat**

Bomb Threat occurs when a student is involved with making threats to blow up the school, or any portion of the school, or other district property whether it is intentional or a hoax. This may result in criminal penalties for any student who makes a bomb threat involving school or on school grounds. Police or juvenile authorities will be contacted.

Examples: calling in a bomb threat to the school, threatening any school activity (game, musical, etc) with a bomb.

### **Extortion**

The attempts to obtain the money or the possessions of another person by the use of threats or force. Police or juvenile authorities may be contacted.

Examples: blackmailing a student or staff with pictures or personal information, requesting money or items in exchange for any information.

### **False Alarms**

False Alarms violation occurs when a student is involved with, but is not limited to, intentionally pulling the fire alarm when there is no fire or threat of a fire, or making calls to 911 or police to report false information (hoax) that results in the disruption of school or school activities. This may result in criminal penalties for any student who makes a threat or false report involving school or on school grounds. Police or juvenile authorities may be contacted.

Examples: false reports of fire, calling 911, pulling a fire alarm, discharging a fire extinguisher.

### **Forced Sexual Misconduct (Criminal Sexual Assault)**

Forced Sexual Misconduct (Criminal Sexual Assault) includes an act of sexual penetration through the use of force or threat of force, or when the person commits the act knowing that the victim is

unable to understand the nature of the act, or is unable to give knowing consent; or the perpetrator is 17 years of age or over and holds a position of trust, authority or supervision in relation to the victim. Police or juvenile authorities will be contacted.

Examples: statutory rape, forced or unwanted sexual acts, non-consensual sexual acts.

### **Gang-Like/Mob Activities**

Gang-Like Activities occur when any person(s) whose purpose includes the commission of any act that violates any school rule or violates any local, state or federal law, are on school grounds, on a school bus or at any school or school-related activity, and engage in any activity including, but not limited to, the following:

1. Wearing, using, possessing, drawing, distributing, displaying or selling any clothing, jewelry, emblem, badge, symbol, sign, or any other thing(s) that are evidence of membership or affiliation in any gang;
2. Committing any act or omission or using any speech, either verbal, non-verbal or symbolic (such as gestures or handshakes) showing membership or affiliation in a gang; and
3. Using any speech or committing any act in furtherance of the interests of any gang or gang activity, including but not limited to: (a) inciting violence or acting in a violent manner where students, faculty, staff or others are placed in danger or placed in a position where danger may be anticipated; (b) acting in a manner or causing others to act in a manner where property is or may be damaged or defaced; (c) intimidating a person to perform or omit to perform an act as defined by Section 12-6 of the Illinois Criminal Code; (d) soliciting others for membership in any gang; (e) requesting any person to pay protection money; (f) extorting money, gambling and/or engaging in prostitution; and (g) engaging in an act that violates any school policy or local, state or federal law. Police or juvenile authorities may be contacted.
4. Three (3) or more students fighting one or more students while in school or at a school related event.

### **Illegal Drugs/Controlled Substances (Under the Influence, Possession, Sale or Distribution)**

Illegal Drugs/Controlled Substances occurs when a student or students are involved in using, being under the influence, possessing, distributing, purchasing, or selling the following on school district property or at any school event or activity:

- a. Any illegal drug, controlled substance, or cannabis (including marijuana and hashish).
- b. Any substance that contains chemicals which produce effects similar to illegal substances, including, but not limited to, cathinones/bath salts, and synthetic cannabinoids/Spice and K2.
- c. Any anabolic steroid unless being administered in accordance with a physician's prescription.
- d. Any performance-enhancing substance on the Illinois High School Association's most current banned substance list, unless administered in accordance with a physician's prescription.
- e. Any prescription drug when not prescribed for the student by a licensed physician or when used in a manner inconsistent with the prescription or prescribing physician's instructions. Students who are not authorized to have prescription medications at school under the District's Medication at School guidelines may not be in possession of prescription medication on school property.
- f. Any inhalant, regardless of whether it contains an illegal drug or controlled substance: (a) that a student believes is, or represents to be capable of, causing intoxication, hallucination, excitement, or dulling of the brain or nervous system; or (b) about which the student engaged in behavior that would lead a reasonable person to believe that the student intended the inhalant to cause intoxication, hallucination, excitement, or dulling of the brain or nervous system. This includes vapes of any kind and all forms of THC and TCD-A. The prohibition in this section does not apply to a student's use of asthma or other legally prescribed inhalant medications.
- g. "Look-alike" or counterfeit drugs, including a substance not containing an illegal drug or controlled substance, but one: (a) that a student believes to be, or represents to be, an illegal drug or controlled substance; or (b) about which a student engaged in behavior that would lead a

reasonable person to believe that the student expressly or impliedly represented to be an illegal drug or controlled substance.

- h. Drug paraphernalia, including all equipment, products and materials of any kind which are intended to be used unlawfully to: (a) ingest, inhale, inject, or otherwise introduce into the human body, cannabis, illegal drugs, controlled substances, synthetic cannabinoids, or look-alikes thereof, into the body; or (b) process, prepare, test, package, store, or conceal cannabis, illegal drugs, controlled substances, synthetic cannabinoids or look-alikes thereof.

The term “possession” includes having control, custody, or care of an object or substance, regardless of whether or not the item is on the student’s person, or contained in another item belonging to, or under the control of, the student, such as in the student’s backpack, automobile, locker, desk, or other property. Students who are under the influence of any prohibited substance are not permitted to attend school or school functions or to be on school property, and will be treated as though they had the prohibited substance, as applicable, in their possession. In cases involving marijuana, narcotic drugs or methamphetamines, police will be contacted. Police or juvenile authorities may be contacted.

#### **Physical Attack/Fight With a Firearm or Explosive Device Against Staff**

Physical Attack/Fight With a Firearm or Explosive Device Against Staff occurs when a student **intentionally or unintentionally** causes or attempts to make physical contact with any staff with or while in the possession of any firearm or explosive device. When a staff member identifies himself/herself and directs the student to stop, the student shall do so immediately. Students who instigate, record, or take pictures, will receive discipline not to exceed 3 days out-of-school suspension for disruptive behavior. A firearm or explosive device refers to any weapon that is designed to expel a projectile by the action of an explosive. This includes guns, bombs, grenades, rockets, pipe bombs or similar devices designed to explode and capable of causing bodily harm or property damage. Police or juvenile authorities will be contacted.

#### **Physical Attack/Fight With a Firearm or Explosive Device Against a Student**

Physical Attack/Fight With a Firearm or Explosive Device Against a Student occurs when a student intentionally causes or attempts to make physical contact with any student with or while in the possession of any firearm or explosive device. When a staff member identifies himself/herself and directs the student to stop, the student shall do so immediately. Students who instigate, record, or take pictures, will receive discipline not to exceed 3 days out-of-school suspension for disruptive behavior. A firearm or explosive device refers to any weapon that is designed to expel a projectile by the action of an explosive. This includes guns, bombs, grenades, rockets, pipe bombs or similar devices designed to explode and capable of causing bodily harm or property damage. Police or juvenile authorities will be contacted.

#### **Physical Attack/Fight With a Weapon Against Staff**

Physical Attack/Fight With a Weapon Against Staff occurs when a student **intentionally or unintentionally** makes physical contact with staff with or while in the possession of **any object** that can be used as a weapon, not including a firearm or explosive device. When a staff member identifies himself/herself and directs the student to stop, the student shall do so immediately. Students who instigate, record, or take pictures, will receive discipline not to exceed 3 days out-of-school suspension for disruptive behavior. Weapons include but are not limited to: knives, tasers, BB guns, air soft pistols, paintball guns, brass knuckles, billy clubs, or any other object if used or attempted to be used in a menacing manner or to cause bodily harm, including look-alike weapons. Police or juvenile authorities will be contacted.

#### **Physical Attack/Fight With a Weapon Against Students**

Physical Attack/Fight With a Weapon Against Students occurs when a student intentionally makes or attempts to make physical contact with any student with **any object** that can be used as a weapon, not

including a firearm or explosive device. When a staff member identifies himself/herself and directs the student to stop, the student shall do so immediately. Students who instigate, record, or take pictures, will receive discipline not to exceed 3 days out-of-school suspension for disruptive behavior. Weapons include, but are not limited to: knives, tasers, BB guns, air soft pistols, paintball guns, brass knuckles, billy clubs, or any other object if used or attempted to be used in a menacing manner or to cause bodily harm, including look-alike weapons. Police or juvenile authorities will be contacted. Police or juvenile authorities may be contacted.

### **Physical Contact With Staff**

Physical Contact With Staff occurs when a student is involved with *intentionally or unintentionally* causing injury to a staff member. When a staff member identifies himself/herself and directs the student to stop fighting, the student shall do so immediately. Prohibited actions include (but are not limited to) the intentional or unintentional pushing or hitting of staff when staff is attempting to break up a confrontation between students. Police or juvenile authorities may be contacted.

### **Physical Confrontation With Students**

Physical Confrontation With Students occurs when a student intentionally causes or attempts to cause physical injury to any student. Three (3) or more students fighting 1 student is considered Gang-like activities/ Mob Action and will be dealt with accordingly. When a staff member identifies himself/herself and directs the student to stop, the student shall do so immediately. Police or juvenile authorities may be contacted.

### **Robbery**

Robbery occurs when a student or students knowingly take an item or items not belonging to them from a person by the use of physical force or by threatening the imminent use of force. Example: demanding an item with the threat of bodily injury. Police or juvenile authorities will be contacted.

### **Robbery With a Firearm**

Robbery With a Firearm occurs when a student or students knowingly take an item or items not belonging to them with the use of a firearm. Example: approaching someone with a firearm and demanding items. Police or juvenile authorities will be contacted.

### **Robbery With a Weapon**

Robbery With a Weapon occurs when a student or students knowingly take an item or items not belonging to them from a person with the use of a weapon. Example: approaching someone with a weapon that can cause injury when used and demanding items from the person. Police or juvenile authorities will be contacted.

### **Sexual Battery**

Sexual Battery is any unwanted contact with an intimate part of a person's body, whether directly or through clothing. Police or juvenile authorities will be contacted.

### **Sexual Misconduct**

Sexual Misconduct includes, but is not limited to, students engaging in sex, providing sexual favors and/or other acts of a sexual or arousing nature, exposing one's body parts, showing or distributing pornography, touching, sexting, and/or use of any social media in this context, and talk of a sexual nature while on any school property (including school bus), school functions, or school-related events. Police or juvenile authorities will be contacted.

### **Theft (Over \$20)**

The taking or using of public or private property that does not belong to the perpetrator without permission or authorization is prohibited. Restitution will be a part of the punishment whenever

possible. Student(s) involved in theft can be arrested based on the Illinois Criminal Code. Theft over \$20 occurs when a student is involved with the taking or using of public or private property of DPS, staff or students more than nominal value without permission or authorization. Police or juvenile authorities may be contacted.

### **Threats to Staff With a Firearm**

Threats to Staff With a Firearm occurs when a person uses a firearm for the purpose of intimidating or causing the staff member to be in fear of physical injury to their person. Firearms **include** any weapon that is designed to expel a projectile by the action of an explosive. This includes guns, bombs, grenades, rockets, pipe bombs or similar devices designed to explode and capable of causing bodily harm or property damage. Police or juvenile authorities will be contacted.

### **Threats to Students With a Firearm**

Threats to Students With a Firearm occurs when a person uses a firearm for the purpose of intimidating or causing the student to be in fear of physical injury to their person. Firearms **include** any weapon that is designed to expel a projectile by the action of an explosive. This includes guns, bombs, grenades, rockets, pipe bombs or similar devices designed to explode and capable of causing bodily harm or property damage. Police or juvenile authorities will be contacted.

### **Threats to Staff With a Weapon**

Threats to Staff With a Weapon occurs when a student uses **any** item for the purpose of intimidating or causing a staff member to be in fear of physical injury to their person. Weapons include, but are not limited to, knives, baseball bats, medical paraphernalia, pipes, bottles, locks, scissors, pencils and pens (if used or attempted to be used in a menacing manner or to cause bodily harm). Police or juvenile authorities will be contacted.

### **Threats to Students With a Weapon**

Threats to Students With a Weapon occurs when a student uses **any** item for the purpose of intimidating or causing a student to be in fear of physical injury to their person while in a school building, on school grounds, or any school-related activities. Weapons include, but are not limited to, medical paraphernalia, knives, baseball bats, pipes, bottles, locks, sticks, pencils and pens (if used or attempted to be used in a menacing manner or to cause bodily harm). Police or juvenile authorities may be contacted.

### **Threats to Staff Without a Weapon**

Threats to Staff Without a Weapon occur when a student is involved with actions or conduct that causes or attempts to cause a staff member to be in fear of physical injury to their person or damage to their personal property. Police or juvenile authorities may be contacted.

### **Threats to Students Without a Weapon**

Threats to Students Without a Weapon occur when a student is involved with actions or conduct that causes or attempts to cause any student to be in fear of physical injury to their person or damage to their personal property. Police or juvenile authorities may be contacted.

## **Weapon-Related**

### **I. Weapon-Related: Possession (a)**

Possession, use, control or transfer of guns, firearms, rifles, shotguns, knives (not including a knife that is prohibited by law), box cutters, or tasers or look-alikes is prohibited in school buildings, on campus (school grounds) or at a school activity. Look-alikes include, but are not limited to, BB guns, air-soft pistols, paintball guns, cigarette lighters and laser pointers shaped like a gun. Police or juvenile authorities may be contacted.

### **II. Weapon-Related: Possession (b)**

Possession of explosives and all other weapons, including (but not limited to) weapons as defined by Section 24-1 of the Criminal Code (720 ILCS 5/24-1), including knives that are prohibited by law, brass knuckles, billy clubs, or look-alikes thereof, is prohibited in school buildings, on campus (school grounds) or at a school activity. Police or juvenile authorities may be contacted.

**LEVEL FOUR CONSEQUENCES**

<b>ELEMENTARY</b>	<b>SECONDARY</b>
First and Subsequent Offenses <ul style="list-style-type: none"> <li>● Parent/Guardian Contact through recommendation for up to 2 calendar years of expulsion</li> </ul>	First and Subsequent Offenses <ul style="list-style-type: none"> <li>● Parent/Guardian Contact through recommendation for up to 2 calendar years expulsion</li> </ul>

**DECATUR PUBLIC SCHOOLS ADDRESSES AND TELEPHONE NUMBERS**

Superintendent  
 Decatur Public Schools  
 101 W. Cerro Gordo  
 Decatur, IL 62523  
 217-362-3012

Assistant Superintendent of Support Services  
 Technology, & Data Research  
 Decatur Public Schools  
 101 W. Cerro Gordo  
 Decatur, IL 62523

Assistant Superintendent of Teaching and  
 Learning  
 Decatur Public Schools  
 101 W. Cerro Gordo  
 Decatur, IL 62523

217-362-3016

Director of Student Services  
Decatur Public Schools  
~~335 E. Cerro Gordo St.~~  
**2115 S. Taylor Road**  
Decatur, IL ~~62526~~-62521  
217-362-3060

Director of Human Resources  
Decatur Public Schools  
101 W. Cerro Gordo St.  
Decatur, IL 62523  
217-362-3030

217-362-3041

Macon-Piatt Special Education Director  
Decatur Public Schools

620 E. Garfield Ave  
Decatur, IL 62526  
217-362-3055

Director of Communications and Public Relations  
Decatur Public Schools  
101 W. Cerro Gordo St.  
Decatur, IL 62523  
217-362-3018

Access District 61 information any time, day or night, by logging on to [www.dps61.org](http://www.dps61.org), or by tuning in to cable Channel 22.

## DECATUR PUBLIC SCHOOLS DISTRICT 61 Community Resource Guide

Note: This community resource handbook is not meant to be an inclusive listing of all of the possible services for the topic areas listed. Rather, it is hoped that the staff, parents and students of the district can use this handbook as a starting point in their search for community-based services. Names, addresses and phone numbers may change without notice; but it is our intent to provide you with the most updated information.

**AREA POLICE AND FIRE DEPARTMENT NUMBERS**

EMERGENCY

NON EMERGENCY

City

911

Police (217) 424-2711  
 Fire (217) 429-5201  
 IL State Police (217) 265-0050

STATE OF ILLINOIS TOLL-FREE NUMBERS

<b>Adoption Information</b>	<a href="http://www.dcf.illinois.gov">www.dcf.illinois.gov</a>	800-572-2390
<b>AIDS Hotline</b>	<a href="http://www.ryanwhite.hrsa.gov/hiv-care/hotlines">www.ryanwhite.hrsa.gov/hiv-care/hotlines</a>	800-243-2437
<b>Aging, Senior Assistance</b>	<a href="http://www.ilaging.illinois.gov">www.ilaging.illinois.gov</a>	800-252-8966
<b>Aging-Elder Abuse</b>	<a href="http://www.ilaging.illinois.gov">www.ilaging.illinois.gov</a>	866-800-1409
<b>Advocacy Office for Children and Families</b>	<a href="http://www.dcf.illinois.gov/contact-us/get-help.html">www.dcf.illinois.gov/contact-us/get-help.html</a>	800-232-3798
<b>Amtrak</b>	<a href="http://www.amtrak.com/home">www.amtrak.com/home</a>	800-872-7245
<b>Arson Hotline</b>	<a href="http://www.sfm.illinois.gov">www.sfm.illinois.gov</a>	800-252-2947
<b>Arts Council, Illinois</b>	<a href="http://www.arts.illinois.gov">www.arts.illinois.gov</a>	800-237-6994
<b>Attorney General's Office/ Consumer Protection</b>	<a href="http://www.illinoisattorneygeneral.gov/consumer-protection/">www.illinoisattorneygeneral.gov/consumer-protection/</a>	800-243-0618
<b>Cancer Information Service</b>	<a href="http://www.cancer.gov/global/contact">www.cancer.gov/global/contact</a>	800-422-6237
<b>Child Abuse Hotline (Report Suspected Abuse)</b>	<a href="http://www.dcf.illinois.gov/safe-kids/reporting.html">www.dcf.illinois.gov/safe-kids/reporting.html</a>	800-252-2873
<b>Child Welfare Information Gateway</b>	<a href="http://www.childwelfare.gov">www.childwelfare.gov</a>	800-394-3366
<b>Circuit Breaker Assistance</b>	<a href="http://www.state.il.us/aging">www.state.il.us/aging</a>	800-624-2459
<b>Citizens Utility Board (CUB)</b>	<a href="https://www.citizensutilityboard.org/">https://www.citizensutilityboard.org/</a>	800-669-5556
<b>Client Assistance Program (Disability Rights)</b>	<a href="https://www.dhs.state.il.us/page.aspx?item=37637">https://www.dhs.state.il.us/page.aspx?item=37637</a>	800-843-6154
<b>Crime Victim Compensation, Attorney General</b>	<a href="http://www.illinoisattorneygeneral.gov/safer-communities/supporting-victims-of-crime/crime-victim-compensation/">www.illinoisattorneygeneral.gov/safer-communities/supporting-victims-of-crime/crime-victim-compensation/</a>	800-228-3368
<b>Dental Referral Services</b>	<a href="http://www.isds.org/">http://www.isds.org/</a>	800-252-2930
<b>Disability Determination Services</b>	<a href="http://www.dhs.state.il.us/page.aspx?item=29979">http://www.dhs.state.il.us/page.aspx?item=29979</a>	800-843-6154

<b>Disabled Individual Assistance Program and Unemployment</b>	<a href="https://ides.illinois.gov/resources/non-ui-assistance.html">https://ides.illinois.gov/resources/non-ui-assistance.html</a>	
<b>Drug and Alcohol Abuse</b>	<a href="http://www.samhsa.gov/treatment/">http://www.samhsa.gov/treatment/</a>	800-662-4357
<b>Energy Assistance and Weatherization</b>	<a href="https://dceo.illinois.gov/communityservices/homeweath-erization.html">https://dceo.illinois.gov/communityservices/homeweath-erization.html</a>	833-711-0374
<b>Emergency Services &amp; Disaster Agency</b>	<a href="https://www.illinois.gov/agencies/agency.iemaohs.html">https://www.illinois.gov/agencies/agency.iemaohs.html</a>	800-782-7860
<b>Foster Parenting Hotline</b>	<a href="https://dcfs.illinois.gov/loving-homes/fostercare/resources-for-current-foster-parents.html">https://dcfs.illinois.gov/loving-homes/fostercare/resources-for-current-foster-parents.html</a>	800-232-3798
<b>Hearing Impaired Phone Access</b>	<a href="https://www.itactty.org/illinois-relay">https://www.itactty.org/illinois-relay</a>	TTY users 800-526-0844 Voice users 800-526-0857 TTY Spanish 800-501-0864 VCO 877-826-1130
<b>Illinois Housing Development Authority</b>	<a href="https://www.ihda.org/">https://www.ihda.org/</a>	312-836-5200
<b>Illinois Dept. of Human Services Medical Assistance</b>	<a href="https://www.dhs.state.il.us/page.aspx?item=30359">https://www.dhs.state.il.us/page.aspx?item=30359</a>	800-843-6154
<b>IDHS Mental Health</b>	<a href="https://www.dhs.state.il.us/page.aspx?item=29735">https://www.dhs.state.il.us/page.aspx?item=29735</a>	800-843-6154
<b>IDHS – WIC</b>	<a href="https://www.dhs.state.il.us/page.aspx?item=30513">https://www.dhs.state.il.us/page.aspx?item=30513</a>	800-843-6154
<b>Illinois State Board of Education</b>	<a href="http://www.isbe.net/">http://www.isbe.net/</a>	866-262-6663
<b>HIV &amp; STD Hotline</b>	<a href="https://ryanwhite.hrsa.gov/hiv-care/hotlines">https://ryanwhite.hrsa.gov/hiv-care/hotlines</a>	800-243-2437
<b>Literacy Hotline</b>	<a href="https://www.ilsos.gov/departments/library/literacy/olttfaq.html">https://www.ilsos.gov/departments/library/literacy/olttfaq.html</a>	800-321-9511
<b>Medicare &amp; Medicaid/Fraud or Abuse</b>	<a href="http://www.cms.gov/medicaid-coordination/center-program-integrity/reporting-fraud">www.cms.gov/medicaid-coordination/center-program-integrity/reporting-fraud</a>	800-447-8477
<b>Missing Children – “I-Search” (Illinois)</b>	<a href="http://www.dcf.illinois.gov/safe-kids/missing.html">www.dcf.illinois.gov/safe-kids/missing.html</a>	800-843-5678
<b>Nursing Home Information and Abuse</b>	<a href="http://www.dph.illinois.gov/topics-services/health-care-regulation/nursing-homes.html">www.dph.illinois.gov/topics-services/health-care-regulation/nursing-homes.html</a>	800-252-8966
<b>Organ/Tissue Donor Information</b>	<a href="https://apps.ilsos.gov/organdonorregister/">https://apps.ilsos.gov/organdonorregister/</a>	800-210-2106
<b>Poison Control (Statewide)</b>	<a href="http://www.illinoispoisoncenter.org/">www.illinoispoisoncenter.org/</a>	800-222-1222
<b>Public Aid/Medicaid Food Stamps &amp; Other Information</b>	<a href="http://www.dhs.state.il.us/page.aspx?item=33698">http://www.dhs.state.il.us/page.aspx?item=33698</a>	800-843-6154

<b>Medicare &amp; Medicaid, to Report Fraud or Abuse</b>	<a href="https://www.medicare.gov/basics/reporting-medicare-fraud-and-abuse">https://www.medicare.gov/basics/reporting-medicare-fraud-and-abuse</a>	800-633-4227
<b>Public Health Family Hotline (Parents Too Soon, Prenatal and Newborn Care, and Supplemental Food/WIC)</b>	<a href="http://www.dhs.state.il.us/page.aspx?item=30513">http://www.dhs.state.il.us/page.aspx?item=30513</a>	217-782-2166
<b>School Violence Tip Line</b>	<a href="http://www.safe2helpil.com">www.safe2helpil.com</a>	800-477-0024
<b>Secretary of State's Office</b>	<a href="https://www.ilsos.gov/">https://www.ilsos.gov/</a>	800-252-8980
<b>Seniors and Persons with Disabilities Hotline</b>	<a href="http://www.ilaging.illinois.gov">www.ilaging.illinois.gov</a>	800-252-8966
<b>Veterans Affairs</b>	<a href="https://www.va.gov/">https://www.va.gov/</a>	800-698-2411

A list of local agencies for Decatur, IL is listed on the following pages. If you have an emergency and need immediate assistance with things such as housing or other agencies, please call **211**.

**Suicide Prevention**

The District believes in educating and supporting the whole child. The District encourages parents who are concerned about their children to access the following resources for support. School social workers are also available if you believe your child may need additional help.

**DHS SASS**

SASS provides intensive mental health services for youth experiencing a mental health crisis. SASS services are available by calling the Crisis and Referral Entry Services (CARES) line.

(800) 345-9049  
 (773) 523-4504 (TTY)

**National Suicide Prevention Lifeline** - <https://988lifeline.org>

The 988 Lifeline is a national network of local crisis centers that provides free and confidential emotional support to people in suicidal crisis or emotional distress 24 hours a day, 7 days a week in the United States. We're committed to improving crisis services and advancing suicide prevention by empowering individuals, advancing professional best practices, and building awareness.

Three Digit Dialing Code: 988

**The Crisis Text Line-** [crisistextline.org](https://crisistextline.org)

Text HOME to 741741 to reach a volunteer Crisis Counselor any time. A live, trained Crisis Counselor receives the text and responds from a secure online platform.

Volunteer Crisis Counselors are available to message on WhatsApp (Crisis Text Line)

**Safe2Help Illinois helpline-**<https://www.safe2helpil.com>

Safe2Help Illinois offers students a safe, confidential way in which to share information that might help prevent suicides, bullying, school violence, or other threats to school safety.

Call 844-472-3345 - available 24/7

Text SAFE2 to 72332 to reach a trained staff member

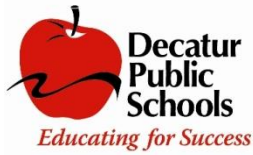
Email: [HELP@Safe2HelpIL.com](mailto:HELP@Safe2HelpIL.com)

**The Trevor Project**-<https://www.thetrevorproject.org>

A support site for Lesbian, Gay, Bisexual, Transgender, or Queer youth who are experiencing depression or suicidal thoughts.

Connect to a crisis counselor 24/7, 365 days a year by:

- Texting START to 678-678
- Calling 1-866-488-7386
- Starting a Chat on the Trevor Project website ([thetrevorproject.org/get-help/](https://www.thetrevorproject.org/get-help/)).



## Board of Education Decatur Public School District 61

<b>Date:</b> May 26, 2026	<b>Subject:</b> Monthly Financial Conditions Report
<b>Initiated By:</b> Dr. Mike Curry, Chief Operations Officer	<b>Attachments:</b> Financial Conditions Report
<b>Reviewed By:</b> Dr. Rochelle Clark, Superintendent	

**BACKGROUND INFORMATION:**

The attached report illustrates the District’s year-to-date revenues and expenditures and provides an explanation of the financial conditions of the Decatur Public School District and Macon-Piatt Special Education District.

**CURRENT CONSIDERATIONS:**

As the District completed April, the tenth month of FY26, the Macon-Piatt Special Education District had expended 73.85% of its overall budget; Decatur School District #61 had expended 76.35% of its overall budget.

As of May 19, 2026, the State Comptroller is holding FY26 ISBE vouchers in the amount of \$3,325,879.

**FINANCIAL CONSIDERATIONS:**

N/A

**STAFF RECOMMENDATION:**

The Administration respectfully requests the Board of Education approve the Monthly Financial Conditions Report for April 2026 as presented.

**RECOMMENDED ACTION:**

- Approval
- Information
- Discussion

**BOARD ACTION:** \_\_\_\_\_

**2025-2026 Decatur Public S.D. #61  
Fund Balance Summary -April 30, 2026**

<u>Fund</u>	<u>Fund Balance 07/01/25</u>	<u>Revenues To Date</u>	<u>Expenditures To Date</u>	<u>Net Cash Flow</u>	<u>Change in Fund Balance</u>	<u>Balance 04/30/2026</u>	<u>Tentative Balance 06/30/26</u>
<b>DISTRICT # 61</b>							
<b>Education</b>	\$28,357,473	\$104,481,444	\$88,648,569	\$15,832,874	\$0	<b>\$44,190,347</b>	<b>\$ 28,510,481</b>
<b>Operation &amp; Maintenance</b>	\$1,943,400	\$7,912,627	\$6,847,235	\$1,065,392	\$0	<b>\$3,008,792</b>	<b>\$ 1,878,654</b>
<b>Debt Service</b>	\$10,970,093	\$9,110,565	\$7,565,081	\$1,545,484	\$0	<b>\$12,515,577</b>	<b>\$ 11,385,725</b>
<b>Transportation</b>	\$6,250,781	\$4,660,591	\$6,439,414	(\$1,778,823)	\$0	<b>\$4,471,958</b>	<b>\$ 5,007,116</b>
<b>IMRF</b>	\$4,631,483	\$2,287,773	\$1,365,511	\$922,261	\$0	<b>\$5,553,744</b>	<b>\$ 5,859,156</b>
<b>Social Security/Medicare</b>	\$1,295,019	\$2,045,544	\$1,891,261	\$154,283	\$0	<b>\$1,449,302</b>	<b>\$ 888,312</b>
<b>Capital Projects Fund</b>	\$6,448,271	\$3,091,640	\$1,715,949	\$1,375,691	\$0	<b>\$7,823,962</b>	<b>\$ 5,172,141</b>
<b>Working Cash</b>	\$6,035,547	\$444,744	\$0	\$444,744	\$0	<b>\$6,480,291</b>	<b>\$ 6,725,015</b>
<b>Tort Immunity/Judgment</b>	\$1,673,551	\$3,230,474	\$3,514,006	(\$283,532)	(\$936,466)	<b>\$453,553</b>	<b>\$ 94,145</b>
<b>Fire Prevention/Safety</b>	\$1,210,666	\$444,744	\$240,209	\$204,535	\$0	<b>\$1,415,201</b>	<b>\$ 79,943</b>
<b>Totals District 61</b>	<b>\$68,816,285</b>	<b>\$137,710,145</b>	<b>\$118,227,236</b>	<b>\$19,482,909</b>	<b>(\$936,466)</b>	<b>\$87,362,727</b>	<b>\$ 65,600,689</b>
<b>Macon-Piatt Special Ed District</b>							
<b>Totals MPSED</b>	<b>\$6,038,271</b>	<b>\$16,671,991</b>	<b>\$17,703,250</b>	<b>(\$1,031,259)</b>	<b>\$0</b>	<b>\$5,007,012</b>	<b>\$ 6,038,271</b>

**Macon-Piatt Special Education District**  
**Report Date: April 2026**  
**Financial Condition as of April 30, 2026**

**Percent of year passed: 83%**

	<b>Revenues</b>	<b>Adopted Budget</b>	<b>Pre Audit Y-T-D</b>	<b>Percent Received</b>
12	Education	23,558,253	16,671,991	70.77%
22	Operation & Maintenance	-	-	
42	Transportation	-	-	
52	IMRF	-	-	
	<b>Total Revenues</b>	<u>23,558,253</u>	<u>16,671,991</u>	<u>70.77%</u>

	<b>Expenditures</b>		<b>Percent Used</b>
12	Education	21,991,906	16,603,405 75.50%
22	Operation & Maintenance	357,470	324,106 90.67%
42	Transportation	28,250	9,258 32.77%
52	IMRF	1,593,692	766,482 48.09%
	<b>Total Expenditures</b>	<u>23,971,318</u>	<u>17,703,250</u> 73.85%

<b>Net Cash</b>			
	Total Revenues	23,558,253	16,671,991 70.77%
	Total Expenditures	<u>23,971,318</u>	<u>17,703,250</u> 73.85%
	<b>Net Cash</b>	<u>(413,065)</u>	<u>(1,031,259)</u>

	<b>Fund Balances</b>	<b>Actual</b>
12	Education	<u>5,007,012</u>

**Decatur Public School District #61**  
**Report Date: April 2026**  
**Financial Condition as of April 30, 2026**

**Percent of year passed: 83%**

					PRIOR YEAR COMPARISON <b>FY 25 Percent Received As Of 04/30/25</b>
<b>Fund</b>	<b>Revenues</b>	<b>Budget</b>	<b>Pre Audit Y-T-D</b>	<b>Percent Received</b>	
10	Education Operation &	114,710,541	104,481,444	91.08%	89.58%
20	Maintenance	9,481,778	7,912,627	83.45%	99.49%
30	Debt Service	9,281,839	9,110,565	98.15%	99.46%
40	Transportation	5,998,242	4,660,591	77.70%	89.74%
50	IMRF	2,612,227	2,287,773	87.58%	93.08%
51	Social Security	2,051,200	2,045,544	99.72%	99.11%
60	Capital Projects	2,750,000	3,091,640	112.42%	86.62%
70	Working Cash	689,468	444,744	64.51%	99.21%
80	Tort Immunity/Judgment	3,524,824	3,230,474	91.65%	98.87%
90	Fire Prevention/Safety	528,072	444,744	84.22%	15.53%
	<b>Total Revenues</b>	<b>151,628,191</b>	<b>137,710,145</b>	<b>90.82%</b>	<b>89.77%</b>

					PRIOR YEAR COMPARISON <b>FY 25 Percent Used As Of 04/30/25</b>
<b>Fund</b>	<b>Expenditures</b>	<b>Budget</b>	<b>Pre Audit Y-T-D</b>	<b>Percent Used</b>	
10	Education Operation &	114,557,533	88,648,569	77.38%	77.77%
20	Maintenance	9,546,524	6,847,235	71.72%	72.65%
30	Debt Service	8,866,207	7,565,081	85.32%	75.49%
40	Transportation	7,241,907	6,439,414	88.92%	68.12%
50	IMRF	1,384,554	1,365,511	98.62%	54.85%

51	Social Security	2,457,907	1,891,261	76.95%	85.98%
60	Capital Projects	4,026,130	1,715,949	42.62%	58.31%
70	Working Cash	-	-	-	-
80	Tort Immunity/Judgment	5,104,230	3,514,006	68.84%	78.64%
90	Fire Prevention/Safety	1,658,795	240,209	14.48%	10.95%
	Total Expenditures	<u>154,843,787</u>	<u>118,227,236</u>	76.35%	74.63%

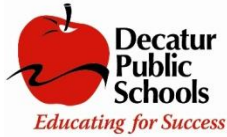
**Net Cash**

Total Revenues	151,628,191	137,710,145	90.82%
Total Expenditures	<u>154,843,787</u>	<u>118,227,236</u>	76.35%
Net Cash	<u>(3,215,596)</u>	<u>19,482,909</u>	

**Fund Balances**

**Actual**

10	Education	44,190,347
20	Operation & Maintenance	3,008,792
30	Debt Service	12,515,577
40	Transportation	4,471,958
50	IMRF	5,553,744
51	Social Security	1,449,302
60	Capital Projects	7,823,962
70	Working Cash	6,480,291
80	Tort Immunity/Judgment	453,553
90	Fire Prevention/Safety	<u>1,415,201</u>
	Total Funds	<u>87,362,727</u>



## Board of Education Decatur Public School District #61

<b>Date:</b> May 26, 2026	<b>Subject:</b> Treasurer's Report
<b>Initiated By:</b> Dr. Mike Curry, Chief Operations Officer	<b>Attachments:</b> Treasurer's Report – April 2026
<b>Reviewed By:</b> Dr. Rochelle Clark, Superintendent	

**BACKGROUND INFORMATION:**

The attached report details the District's investments and the status of the District's cash as of April 30, 2026.

**CURRENT CONSIDERATIONS:**

N/A

**FINANCIAL CONSIDERATIONS:**

N/A

**STAFF RECOMMENDATION:**

The Administration respectfully requests the Board of Education approve the Treasurer's Report for April 2026 as presented.

**RECOMMENDED ACTION:**

- Approval
- Information
- Discussion

**BOARD ACTION:** \_\_\_\_\_

**DECATUR PUBLIC SCHOOL DISTRICT #61**  
**UNAUDITED TREASURER'S REPORT**  
**APRIL 2026 -**

	Cash/Investments as of 03/31/26	Receipts	Disbursements	Cash/Investments as of 04/30/26
Education	48,841,592.25	10,014,010.13	9,865,060.64	48,990,541.74
Operations & Maintenance	3,605,414.47	1,959.97	552,393.85	3,054,980.59
Debt Service	12,639,134.35	32,394.44	0.00	12,671,528.79
Transportation	4,047,723.84	745,486.59	759,044.52	4,034,165.91
IMRF	5,738,593.11	2,018.16	135,552.76	5,605,058.51
Social Security	1,655,451.03	1,252.27	183,889.45	1,472,813.85
Capital Projects	7,186,767.38	817,700.55	116,242.10	7,888,225.83
Working Cash	6,559,202.28	1,143.93	0.00	6,560,346.21
Tort/Judgment Immunity	822,554.22	473.84	317,102.12	505,925.94
Fire Prevention & Safety	1,439,161.42	264.43	115.83	1,439,310.02
Activities	645,603.83	35,970.32	48,147.50	633,426.65
DPS 61 Total	93,181,198.18	11,652,674.63	11,977,548.77	92,856,324.04
Macon-Piatt Special Education	6,656,335.52	533,372.89	2,102,232.08	5,087,476.33
<b>GRAND TOTAL</b>	<b>99,837,533.70</b>	<b>12,186,047.52</b>	<b>14,079,780.85</b>	<b>97,943,800.37</b>

Dr. Mike Curry

05/18/26



**Board of Education  
Decatur Public School District #61**

<b>Date:</b> May 26, 2026	<b>Subject:</b> Personnel Action
<b>Initiated By:</b> Monica L Wilks, Director of Human Resources, and the Human Resources Department	<b>Attachments:</b> 15 Pages of Personnel Action
<b>Reviewed By:</b> Dr. Rochelle Clark, Superintendent	

**BACKGROUND INFORMATION:**

Per Board Policy 5:30: 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.

**CURRENT CONSIDERATIONS:**

All offers of employment are contingent upon the approval of the Board of Education. Accordingly, anyone who is offered and begins employment prior to the approval of the Board of Education understands that they will do so as a substitute. If the approval of the Board of Education is obtained, these substitutes will then be made whole retroactive to their first day of employment.

**FINANCIAL CONSIDERATIONS:**

These positions are in the budget.

**STAFF RECOMMENDATION:**

The Administration respectfully requests the Board of Education approve all Personnel Action Items as presented.

**RECOMMENDED ACTION:**

- Approval
- Information
- Discussion

**BOARD ACTION:** \_\_\_\_\_

**To: Board of Education**  
**From: Monica L Wilks, Director of Human Resources**  
**Date: May 20, 2026**  
**Board Date: May 26, 2026**  
**Re: Personnel Action**

**EMPLOYMENT RECOMMENDATIONS**

**TEACHER:**

Name	Position	Effective Date
Morgan McGraw	Social Worker Intern, SELA/Johns Hill	August 10, 2026

**TEACHING ASSISTANT:**

Name	Position	Effective Date
Charles Stobaugh	Special Ed Assistant, Baum, 6 hours per day	August 10, 2026

**OUTREACH PERSONNEL:**

Name	Position	Effective Date
Debra Watkins	Family Liaison, Hope Academy	August 10, 2026

**SCHEDULE B::**

Name	Position	Effective Date
Eric Bruder	Middle School Student Council Advisor, Montessori Academy	August 13, 2026
Samarah Cunningham	Girls Softball Assistant Coach, MacArthur	March 2, 2026
Shanel Ivy	Middle School Boys Track Coach, Montessori Academy	March 2, 2026

**TRANSFERS**

**TEACHERS:**

Name	Position	Effective Date
Temethia Joyner	From Elementary Grades 4-6, Montessori Academy to Middle School ELA, Ellsworth Dansby	August 10, 2026

Kierra Massey	From Elementary Counselor, Hope Academy to Middle School Counselor, Stephen Decatur	August 10, 2026
Marcelline Sirri Bongwi Ndongmanji	From Middle School ELA, Johns Hill to ELA, MacArthur	August 10, 2026
Courtney Odle	From Grade 3, Parsons to Social Studies, Stephen Decatur	August 10, 2026
Colleen Veitengruber	From Grade 6, Baum to Math, Stephen Decatur	August 10, 2026

**CATEGORY CHANGES:**

Name	Position	Effective Date
Erin Alderson	From Brailist Assistant, Macon Piatt to Special Ed Teacher for the Visually Impaired, Macon Piatt	August 10, 2026
Benjamin Davis	From Secretary to the Athletic Directors/MacArthur/Eisenhower to District Athletic Coordinator/Keil	July 1, 2026

**RESIGNATIONS**

**TEACHERS:**

Name	Position	Effective Date
Crystal Grimes	Grade 3, Ellsworth Dansby	End of the 2025-2026 School Year
Christina Wilen	Cross Categorical, Parsons	End of the 2025-2026 School Year

**TEACHING ASSISTANTS:**

Name	Position	Effective Date
Shannon Cook	Montessori Assistant, Montessori Academy	May 26, 2026
Lisa Feriozzi	K/2 Assistant, Baum	May 18, 2026
Issac Wilson	Middle School Alternative Ed Assistant, Decatur Alternative Ed	May 1, 2026

ADMINISTRATIVE SUPPORT:

Name	Position	Effective Date
Justice Conn	Student Interventionist, Student Services	May 18, 2026

CUSTODIAN:

Name	Position	Effective Date
Richard Drew	2nd Shift Custodian, South Shores	May 26, 2026

OFFICE PERSONNEL:

Name	Position	Effective Date
Donna Hahn	Pre K-8 Secretary, Dennis	May 15, 2026
Kabedi Mulomede	Pre K-8 Secretary, Montessori Academy	June 12, 2026

EXTENDED DAY:

Name	Position	Effective Date
Bianca Golden	Non Certified Staff, Baum	May 8, 2026
Lonnell Lowery	Non Certified Staff, Ellsworth Dansby	May 13, 2026

SECURITY PERSONNEL:

Name	Position	Effective Date
Randall Hood	School Security, MacArthur	May 20, 2026

SCHEDULE B:

Name	Position	Effective Date
Morgan Troung	Head Girls Tennis Coach, MacArthur	May 12, 2026

**RETIREMENTS**

**ADMINISTRATIVE SUPPORT:**

Name	Position	Effective Date
Rebecca Mattingly	District Truancy & Homeless Liaison, Student Services	October 9, 2026

**OFFICE PERSONNEL:**

Name	Position	Effective Date
Kim Michener	Itinerant Library Secretary, PDI	August 14, 2026

**OUTREACH PERSONNEL:**

Name	Position	Effective Date
Patti Janes	Family Liaison, South Shores	June 20, 2026

**RETIREMENT CORRECTION**(from resignation to retirement)

**TEACHER:**

Name	Position	Effective Date
Dorothy Nisbet	Life Skills, MacArthur	May 26, 2026

**SUSPENSION**

**OUTREACH PERSONNEL:**

Name	Position	Effective Date
Ouniel Perez	TAEOP Caseworker, Stephen Decatur, 3 days Unpaid Suspension	May 18, 2026 to May 20, 2026

The following staff member should be compensated **\$750.00** for the X-Step for her years of service to Decatur Public Schools:

Kim Michener

Name	Description	Amount
Rigsby, Kelsey	BIST Meeting (04/30/2026)	33.00

Kelly, Denise	BIST Meeting (04/30/2026)	33.00
Bailey, Kelly	BLT Meeting (03/10/2026)	33.00
Barnes, Susan	BLT Meeting (03/10/2026)	33.00
James, Tressa	BLT Meeting (03/10/2026)	33.00
Kirkland, Libby	BLT Meeting (03/10/2026)	33.00
Noel, Megan	BLT Meeting (03/10/2026)	33.00
Prasun, Melissa	BLT Meeting (03/10/2026)	33.00
Reed, Jamie	BLT Meeting (03/10/2026)	33.00
Robinson, Ashley	BLT Meeting (03/10/2026)	33.00
Barnes, Susan	BLT Meeting (04/14/2026)	33.00
James, Tressa	BLT Meeting (04/14/2026)	33.00
Kirkland, Libby	BLT Meeting (04/14/2026)	33.00
Krouse, Joseph	BLT Meeting (04/14/2026)	33.00
Noel, Megan	BLT Meeting (04/14/2026)	33.00
Prasun, Melissa	BLT Meeting (04/14/2026)	33.00
Robinson, Ashley	BLT Meeting (04/14/2026)	33.00
Gill, Lauren	DRT/MTSS (02/05/2026)	33.00
Kirkland, Libby	DRT/MTSS (02/05/2026)	33.00

Meier, Jessica	DRT/MTSS (02/05/2026)	33.00
Noel, Megan	DRT/MTSS (02/05/2026)	33.00
Sweeney, Jobeth	DRT/MTSS (02/05/2026)	33.00
Boomer, Kristine	What an ESL Program should look like session 3 (03/25/2026)	66.00
Bird, Sharon	What an ESL Program should look like session 3 (03/25/2026)	66.00
Boyd, Summer	What an ESL Program should look like session 3 (03/25/2026)	66.00
Ramos, Norma	What an ESL Program should look like session 3 (03/25/2026)	66.00
Davis, Michelle	What an ESL Program should look like session 3 (03/25/2026)	66.00
Roberts, Tami	ILT Meeting (04/16/2026)	33.00
Beller, Thomas	ILT Meeting (04/16/2026)	33.00
Massey, Stephen	ILT Meeting (04/16/2026)	33.00
Bird, Atalece	ILT Meeting (04/16/2026)	33.00
Jones, Penny	ILT Meeting (04/16/2026)	33.00
Pauna, Angelica	ILT Meeting (04/16/2026)	33.00
Thomas, Angela	Dual Credit Teacher (Jan-May 2025-2026)	1500.00
Lybarger, Ronald	Dual Credit Teacher (Jan-May 2025-2026)	1500.00
Flanigan, Megan	Dual Credit Teacher (Jan-May 2025-2026)	3000.00
Ash, Laura	Dual Credit Teacher (Jan-May 2025-2026)	1500.00

Koetje, Rick	Dual Credit Teacher (Jan-May 2025-2026)	1500.00
Allen, Elise	Mentee Stipend (04/27/2026)	500.00
Amador, Ma.	Mentee Stipend (04/27/2026)	500.00
Amartey, Margaret	Mentee Stipend (04/27/2026)	500.00
Amettis, Ashlei	Mentee Stipend (04/27/2026)	500.00
Amoah, Emmanuel	Mentee Stipend (04/27/2026)	500.00
Apam, Charity	Mentee Stipend (04/27/2026)	500.00
Arevalo, Marlon	Mentee Stipend (04/27/2026)	500.00
Ayaga, Godfrey	Mentee Stipend (04/27/2026)	500.00
Bannor, Prince	Mentee Stipend (04/27/2026)	500.00
Barnett, Megan	Mentee Stipend (04/27/2026)	500.00
Binu, Samuel	Mentee Stipend (04/27/2026)	500.00
Bonuedi, Christopher	Mentee Stipend (04/27/2026)	500.00
Acquah, Kenneth	Mentee Stipend (04/27/2026)	500.00
De La Rosa, Rebecca	Mentee Stipend (04/27/2026)	500.00
Dugger, Ashley	Mentee Stipend (04/27/2026)	500.00
Effah, Gabriel	Mentee Stipend (04/27/2026)	500.00
Essiaw, Thomas	Mentee Stipend (04/27/2026)	500.00

Owusu Ansah, Ebenezer	Mentee Stipend (04/27/2026)	500.00
Fuller, Marcina	Mentee Stipend (04/27/2026)	500.00
Holsapple, Michelle	Mentee Stipend (04/27/2026)	500.00
Ibrahim, Linda	Mentee Stipend (04/27/2026)	500.00
Kelly, Katlyn	Mentee Stipend (04/27/2026)	100.00
Koslofski, Timothy	Mentee Stipend (04/27/2026)	500.00
Lowry, Sara	Mentee Stipend (04/27/2026)	500.00
Winick, Elizabeth	Mentee Stipend (04/27/2026)	500.00
Fabela, Cherubic	Mentee Stipend (04/27/2026)	200.00
Mensah, Lawrence	Mentee Stipend (04/27/2026)	500.00
Miller, Tiffany	Mentee Stipend (04/27/2026)	400.00
Moses, Onieffea	Mentee Stipend (04/27/2026)	500.00
Nanor, Jennifer	Mentee Stipend (04/27/2026)	500.00
Ngige, Margaret	Mentee Stipend (04/27/2026)	500.00
Odoom, Ibrahim	Mentee Stipend (04/27/2026)	500.00
Opoku, Bismark	Mentee Stipend (04/27/2026)	500.00
Dorwu, David	Mentee Stipend (04/27/2026)	300.00
Pollard, Delicia	Mentee Stipend (04/27/2026)	500.00

Seecharran, Shenesa	Mentee Stipend (04/27/2026)	500.00
Selby, Sueann	Mentee Stipend (04/27/2026)	500.00
Tweneboah Koduah, Seth	Mentee Stipend (04/27/2026)	500.00
Twumasi, Hayford	Mentee Stipend (04/27/2026)	500.00
Weigel, Charles	Mentee Stipend (04/27/2026)	200.00
Trinidad Matos, Porfirio	Mentee Stipend (04/27/2026)	500.00
Gomez, MA.	Mentee Stipend (04/27/2026)	500.00
Nyanor, Charles	Mentee Stipend (04/27/2026)	400.00
Pelayo, Jerryll	Mentee Stipend (04/27/2026)	500.00
Nasimong, Elijah	Mentee Stipend (04/27/2026)	500.00
Borbye, Seth	Mentee Stipend (04/27/2026)	500.00
Spence, Kaitlyn	Mentee Stipend (04/27/2026)	100.00
Yemoson, Abraham	Mentee Stipend (04/27/2026)	500.00
Alistre Carredo, Maria	Mentee Stipend (04/27/2026)	300.00
Quainoo, Sophia	Mentee Stipend (04/27/2026)	500.00
Segovia, Rebecca	Mentee Stipend (04/27/2026)	500.00
Pomorin, Alexandria	ILT Meeting (05/18/2026)	33.00
Nozaki, Abigail	ILT Meeting (05/18/2026)	33.00

Brown, Michelle	ILT Meeting (05/18/2026)	33.00
Koslofski, Timothy	ILT Meeting (05/18/2026)	33.00
Holsapple, Michelle	ILT Meeting (05/18/2026)	33.00
Lowry, Sara	ILT Meeting (05/18/2026)	33.00
Lowe, Christine	ILT Meeting (05/18/2026)	33.00
Moses, Onieffea	ILT Meeting (05/18/2026)	33.00
Braden, Marcy	ILT Meeting (05/18/2026)	33.00
Swigert, Amanda	ILT Meeting (05/18/2026)	33.00
Alves, Alicia	ILT Meeting (05/18/2026)	33.00
Ellis, Terri	ILT Meeting (05/18/2026)	33.00
Young, Tonyan	ILT Meeting (05/18/2026)	33.00
Pomorin, Alexandria	PBIS Coach (05/11/2026)	33.00
Dickey, Kaitlin	PBIS Coach (05/11/2026)	33.00
Ellis, Terri	PBIS Coach (05/11/2026)	33.00
Boomer, Kristine	Help on the Hill Tutoring (05/13/2026)	33.00
Groves, Heather	Instructional Leadership Team Meeting (03/24/2026)	33.00
Hill, Andrea	Instructional Leadership Team Meeting (03/24/2026)	33.00
Case, Elizabeth	Instructional Leadership Team Meeting (03/24/2026)	33.00

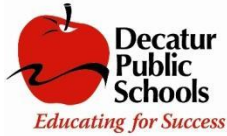
Mannlein, Olivia	Instructional Leadership Team Meeting (03/24/2026)	33.00
Parks, Brady	Instructional Leadership Team Meeting (03/24/2026)	33.00
Green, Gregory	Instructional Leadership Team Meeting (03/24/2026)	33.00
Benda, Stacy	Instructional Leadership Team Meeting (03/24/2026)	33.00
Tozer, Theresa	Instructional Leadership Team Meeting (03/24/2026)	33.00
Karakachos, Elizabeth	Instructional Leadership Team Meeting (03/24/2026)	33.00
Johnston, Mollie	PBIS Coaches Meeting (05/07/2026)	66.00
Holsapple, Michelle	PBIS Coaches Meeting (05/07/2026)	33.00
Seecharran, Shenesa	PBIS Coaches Meeting (05/07/2026)	33.00
Novak, Steven	PBIS Coaches Meeting (05/07/2026)	33.00
Young, Tonyan	PBIS Coaches Meeting (05/07/2026)	33.00
Lowe, Christine	PBIS Coaches Meeting (05/07/2026)	33.00
Moses, Onieffea	PBIS Coaches Meeting (05/07/2026)	33.00
Braden, Marcy	PBIS Coaches Meeting (05/07/2026)	33.00
Kemper, Allison	PBIS Coaches Meeting (05/07/2026)	33.00
Ellis, Terri	PBIS Coaches Meeting (05/07/2026)	33.00
Amettis, Ashlei	PBIS Coaches Meeting (05/07/2026)	33.00
Dickey, Kaitlin	PBIS Coaches Meeting (05/07/2026)	33.00

Alves, Alicia	PBIS Coaches Meeting (05/07/2026)	33.00
Koslofski, Timothy	PBIS Coaches Meeting (05/07/2026)	33.00
Gebben, Christopher	PBIS Coaches Meeting (05/07/2026)	33.00
Pitt, Tara	April Leadership Team Meeting (04/21/2026)	49.50
Stubblefield, Linda	Dansby Leadership Team Meeting (02/17/2026)	49.50
Pitt, Tara	Dansby Leadership Team Meeting (02/17/2026)	49.50
Flanigan, Dena	Dansby Leadership Team Meeting (02/17/2026)	49.50
Martin, Stephani	Mentor Stipend (04/27/2026)	250.00
Woolsey, Leslie	Mentor Stipend (04/27/2026)	500.00
Duckworth, Amanda	Mentor Stipend (04/27/2026)	500.00
Huff, Brittany	Mentor Stipend (04/27/2026)	2,000.00
Willett, Marlo	Mentor Stipend (04/27/2026)	500.00
Beals, Janarra	Mentor Stipend (04/27/2026)	250.00
Daniels, Tracey	Mentor Stipend (04/27/2026)	500.00
Pritts, Sarah	Mentor Stipend (04/27/2026)	500.00
Raleigh, Jennifer	Mentor Stipend (04/27/2026)	500.00
Warner, Kellen	Mentor Stipend (04/27/2026)	500.00
Turner, Elizabeth	Mentor Stipend (04/27/2026)	500.00

Benda, Stacy	Mentor Stipend (04/27/2026)	500.00
Kennedy, C	Mentor Stipend (04/27/2026)	500.00
Mannlein, Olivia	Mentor Stipend (04/27/2026)	500.00
Sager, carrie	Mentor Stipend (04/27/2026)	500.00
Bird, Sharon	Mentor Stipend (04/27/2026)	1,750.00
Thomas-Cox, Rhonda	Mentor Stipend (04/27/2026)	1,750.00
Hubbard, Jill	Mentor Stipend (04/27/2026)	500.00
Ledbetter, Kaylee	Mentor Stipend (04/27/2026)	1,750.00
Minor, Yolanda	Mentor Stipend (04/27/2026)	1,000.00
Augustine, Jaclyn	Mentor Stipend (04/27/2026)	500.00
Bird, Atalece	Mentor Stipend (04/27/2026)	500.00
Carver, Tammy	Mentor Stipend (04/27/2026)	500.00
Grubbs, Joni	Mentor Stipend (04/27/2026)	500.00
Petitt, Krystina	Mentor Stipend (04/27/2026)	1,000.00
Flanigan, Dena	Mentor Stipend (04/27/2026)	500.00
Knox, Ashley	Mentor Stipend (04/27/2026)	500.00
Moore, Katherine	Mentor Stipend (04/27/2026)	261.45
Pitt, Tara	Mentor Stipend (04/27/2026)	1,000.00

Jostes, Kathryn	Mentor Stipend (04/27/2026)	500.00
Mann, Cassandra	Mentor Stipend (04/27/2026)	500.00
Lybarger, Hannah	Mentor Stipend (04/27/2026)	500.00
Lybarger, Ronald	Mentor Stipend (04/27/2026)	500.00
Kelly, Denise	Mentor Stipend (04/27/2026)	500.00
Stark, Samantha	Mentor Stipend (04/27/2026)	1,000.00
Brummett, Kimberly	Mentor Stipend (04/27/2026)	500.00
Reeve, Amanda	Mentor Stipend (04/27/2026)	1,500.00
Robinson, Dennis	Mentor Stipend (04/27/2026)	1,500.00
Schulz, Melissa	Mentor Stipend (04/27/2026)	1,000.00
Downey, Ann	Mentor Stipend (04/27/2026)	1,500.00
Ellis, Terri	Mentor Stipend (04/27/2026)	500.00
Johnston, Mollie	Mentor Stipend (04/27/2026)	1,000.00
Boyd, Summer	Mentor Stipend (04/27/2026)	500.00
Stoneburg, Tamara	Mentor Stipend (04/27/2026)	500.00
Smith, Ashlee	Mentor Stipend (04/27/2026)	1,000.00
Boerger, Debbie	Mentor Stipend (04/27/2026)	1,000.00
Devore, Sara	Mentor Stipend (04/27/2026)	1,000.00

Hawkshaw, Shelby	Mentor Stipend (04/27/2026)	500.00
Parks, April	Mentor Stipend (04/27/2026)	1,125.00
Ridley, Ashley	Mentor Stipend (04/27/2026)	1,500.00



**Board of Education  
Decatur Public School District #61**

<b>Date:</b> May 26, 2026	<b>Subject:</b> Approval of the Decatur Education Association (DEA) Collective Bargaining Agreement / Negotiated Contract 2026-2029
<b>Initiated By:</b> Monica Wilks, Director of Human Resources	<b>Attachments:</b> Decatur Education Association (DEA) Negotiated Contract; 2 Copies – Original with Edits and Final Copy; PowerPoint Summary
<b>Reviewed By:</b> Dr. Rochelle Clark, Superintendent	

**BACKGROUND INFORMATION:**

The Decatur Education Association (DEA) contract expires on June 30, 2026. A DPS Administrative Bargaining Team met with members of the DEA Bargaining Team beginning February 9, 2026, in a fair and collaborative bargaining process, and developed terms for an updated three (3) year contract. DEA Membership voted in the affirmative for this contract on May 20, 2026.

**CURRENT CONSIDERATIONS:**

This is a three (3) year contract that will be implemented from July 1, 2026, through June 30, 2029.

**FINANCIAL CONSIDERATIONS:**

The financial obligations in this contract will be accounted for in the appropriate future budget. The contract provides for the following wage increases for approximately five hundred and twenty (527) members of this bargaining unit.

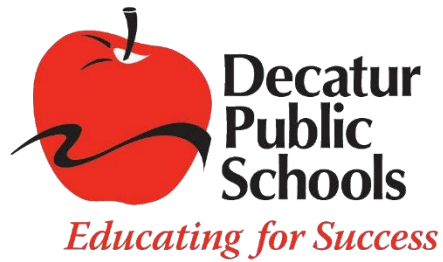
**STAFF RECOMMENDATION:**

The Administration respectfully requests the Board of Education approve the updated three (3) year, July 01, 2026 – June 30, 2029, Collective Bargaining Agreement / Negotiated Contract between the Decatur Public School District #61 Board of Education and the Decatur Education Association as presented.

**RECOMMENDED ACTION:**

- Approval
- Information
- Discussion

**BOARD ACTION:** \_\_\_\_\_



AGREEMENT BETWEEN

THE BOARD OF EDUCATION

DECATUR PUBLIC SCHOOL DISTRICT NO. 61

AND

THE DECATUR EDUCATION ASSOCIATION

~~2022-2026~~2026 - 2029



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ARTICLE I  
OBJECTIVES OF THE AGREEMENT

- A. This Agreement, developed and agreed to by the Board of Education for Decatur School District No. 61, Decatur, Illinois, hereinafter referred to as the "Board," and The Decatur Education Association, which is affiliated with IEA-NEA, hereinafter referred to as the "Association," establishes an orderly procedure for negotiating and resolving differences between the Board and the Association, and specifies the rights and responsibilities of both parties, including working conditions, fringe benefits and wages in return for services.
- B. Although educational programs and management prerogatives are not negotiable items and are not included in this Agreement, it is recognized that these are matters of concern to members of the bargaining unit; and the Board encourages the Association to recommend for Board consideration any proposed changes in the policies and administrative regulations of the Board that the Association deems important in achieving the educational objectives of the School District (hereinafter referred to as "District").
- C. Any revisions of this Agreement shall be in accordance with Article III, "Negotiation Procedures."

INCREASED AWARENESS AND QUALITY IMPLEMENTATION OF  
AGREEMENT LANGUAGE  
MEETINGS

- A. A joint presentation of the new Agreement will be held for the Board, the Association Board of Directors and all central office administrators the first school year the new Agreement is adopted.
- B. A joint presentation of the new Agreement will be held for all certificated employees at the beginning of the first school year the new Agreement is adopted.
- C. A joint presentation of the new Agreement will be held for all administrators of the districts within the Macon-Piatt Special Education District at the beginning of the first school year the new Agreement is adopted.
- D. A joint presentation of the new Agreement will be held for the Association Representatives (ARs), building administrators and special education administrators.
- E. A joint presentation of the new Agreement will be held during each new employee orientation.
- F. Joint training/Agreement clarification for building administrators and Association Representatives (ARs) will be available upon request throughout the school year. Joint presentations will be made at the request of the building administrators or the AR.

- G. An end of the year grievance review will be held annually by representatives of the Association and the District(s) to review the grievances filed during that Agreement year.

## DOCUMENTS

- A. Records of agreements reached after Agreement ratification will be published to all affected parties.
- B. It is the goal of all the members of the Association to ensure all language included in the Agreement is clear and concise.

## ARTICLE II

### RECOGNITION AND INDIVIDUAL RIGHTS

- A. The Board recognizes the Association as the sole and exclusive representative for all regularly employed certificated employees (teachers, school nurses, speech/language pathologists, psychologists, social workers, counselors, librarians/instructional material center consultants, department chairpersons, curriculum coordinators, consultants who spend less than fifty percent (50%) of their time in administrative duties, and teachers employed by the Macon-Piatt Special Education District, and other such positions, similar in function and role) hereinafter referred to as "employees." Those not included in the bargaining unit are the Superintendent, Assistant Superintendent(s), Administrative Assistant, all central administrative directors, supervisors, coordinators and consultants, principals, assistant principals, deans, substitute teachers, teaching assistants, and such other positions, similar in function and role, as may be created by the Board from time to time.
- B. The Board may establish such temporary positions as it deems necessary in order to accomplish the educational objectives of the District. The Board and the Association agree that any employee assigned to a temporary position outside the bargaining unit shall, upon completion of the temporary assignment, have the right to return to a position within the bargaining unit without loss of benefits.
- C. The term "days" when used in this Agreement shall, except where otherwise indicated, mean employee working days.
- D. Both the Board and the Association recognize that each employee has the right to join or not to join any organization for his/her professional or economic improvement.
- E. The Board agrees not to enter into contract negotiations with any individual, group, or organization of employees covered by this Agreement, other than its duly elected representatives, for the duration of this Agreement. Nothing herein shall preclude individuals or other organizations from presenting their views and recommendations to the Board or administrative staff at any time.
- F. All benefits, rights and responsibilities provided by this Agreement shall apply equally to all employees covered by this Agreement.

ARTICLE III  
NEGOTIATION PROCEDURES

A. Procedure

1. The parties shall conduct negotiations pursuant to the Illinois Educational Labor Relations Act and its Rules and Regulations as from time to time amended.
2. Each party to negotiations shall select its negotiation representatives, provided, however, that the Board shall not select an employee as herein defined, as its representative, and the Association shall not select any individual employed by the Board unless such individual is an employee as herein defined. In addition to the negotiating representatives, both the Board and the Association may have in attendance at negotiation sessions one (1) nonparticipating person to act as a recorder of the negotiation discussions and a maximum of three (3) observers.

The Association observers will be employees as herein defined, and the Board observers will be administrative personnel and/or Board members. Any observer not provided for in this section shall be permitted to attend negotiating sessions, only if, both the Association and the Board teams mutually agree on such attendance.

3. The size of the respective negotiating teams will be determined by agreement of a representative from the Board and a representative from the Association within thirty (30) calendar days of the receipt by either party of a demand to bargain. No substantive bargaining will occur until such agreement is reached.

B. Assistance

The Board agrees that the Superintendent's office will, upon reasonable request, furnish the Association's Collective Bargaining Committee all readily available pertinent information concerning the financial resources of the District, including the tentative line budget at the time it is ready for the Board and preliminary budgetary proposals, requirements and allocations, and such other readily available and pertinent information as will assist the Association in developing intelligent, accurate and constructive proposals on behalf of the employees. Nothing herein shall require the administrative staff to research and assemble information.

ARTICLE IV  
RIGHTS AND RESPONSIBILITIES

A. The Board

1. The Board shall continually seek to provide a quality educational program, seeking improvement in teaching methods, in instructional tools, in professional standards of excellence, in efficiency of operation and in employee morale.

2. An instructional materials needs assessment will be conducted annually in each building. Building administration shall create and distribute a list of necessary instructional materials. Every effort will be made to provide each employee the materials listed prior to the start of each school year.
3. The textbook (consumables) inventory will be completed and submitted by March 1. An inventory of instructional materials other than textbooks or consumables will be completed and submitted by March 1. Building administrators will order materials based on need, projected enrollment and available financial resources.
4. The Board will ensure current building budgets are available annually to be viewed by employees.
5. Building administration will encourage all employees to participate in appropriate professional development.
6. The Board will administer an annual District-wide research based climate survey. The goal of the survey is to improve climate and to positively affect student learning. It is the expectation that all employees will have the opportunity to complete the survey. Results will be shared with all employees to guide improvement.
7. Before any Board meeting, the Secretary of the Board shall provide the Association with the same written information that he/she provides the press on the day of the meeting. Any additional materials made available to the press during the meeting shall also be made available to the Association.
8. The Board recognizes that each employee has the right to join or not to join any organization for the employee's professional or economic improvement, and membership in any organization shall not be required as a condition of employment.
9. The Board agrees that it will not discriminate against any employee with respect to hours, wages, terms or conditions of employment by reason of the employee's membership in any professional organization or participation in any grievance.
10. This Agreement shall create no personal or individual contractual obligation or liability on the part of any member or members of the Board.

B. The Employees

1. Employees shall be responsible for maintaining a continuous high level of professional service. Therefore, they are responsible for discharging their assignments with professional proficiency.
2. If an employee chooses to become a member, proper authorization for membership payroll deductions shall be the signature of the employee on an authorization form prepared by the

Association and submitted to the Superintendent or his/her designee. Such authorization shall remain effective from year to year unless the employee cancels such authorization by notice in writing to the Superintendent and the Association prior to September 1st of any school year, to be effective for such year. Authorizations submitted to the Superintendent or his/her designee by the 15th of any month shall become effective by the first pay period of the following month. Such payroll deductions shall be equally deducted over the remaining pay periods and remitted to the Association within ten (10) days following each pay period.

3. Employees, upon written request of an appointment, to be at the convenience of both parties, shall have the right to review the contents of their personnel files as maintained by the Director of Human Resources. Privileged information, shall be specifically exempted from such a review. A personal representative of the employee may, at the employee's request, accompany the employee in such a review. An employee may write a response to any material contained in the employee's file, and this response shall also be placed in the personnel file.
4. Employees recognize participation in parent conferences and staffings as part of their professional responsibilities. Whenever reasonably possible, these parent conferences and staffings will be prearranged; however, both the Association and the Board acknowledge that meeting with concerned parents as quickly as possible is in the best interest of all parties. (See Article VII. B.9.A.)
5. Employees will be responsible for filing with the Director of Human Resources a professional certificate or a receipt for application or renewal before receiving the first pay for the school year. In addition, employees new to the District shall be responsible for filing a health certificate, income tax withholding forms, an official transcript of college credits, salary payment plan and an authorization for direct deposit of paycheck form before being paid. Proof of citizenship through the appropriate forms shall also be provided.

#### C. Association

1. The Association shall have the right to post official notices of its activities and matters of Association concern on bulletin boards located in the teachers' lounge. The Association Representative shall be responsible for posting and removing official notices of activities and matters of Association concerns; however, the principal may direct the removal of any items posted on the bulletin board which in the principal's judgment may be offensive to other employees, in poor taste or not appropriate for display. The principal and the Association Representative shall jointly forward any materials so removed from the bulletin board to the President of the Association through the Superintendent.
2. The Association shall have the exclusive right to use the District mail service and mail boxes for communications to employees. No postage shall be paid by the Board for the Association's communications.
3. The Association shall have the right to use school building facilities at any time for official Association meetings of the employees of the building being used, providing such facilities are available, prior notice has been given to the building principal a minimum of two (2) days in advance of the meeting, there is no interruption of the educational program and the

Association reimburses the District for any custodial and maintenance expenses incurred by the District as the result of the Association meetings. The Association may request the use of school building facilities for general membership meetings or other Association purposes; and such requests will be handled in the same manner as all other requests received by the District for use of District facilities, except that charges for use of District facilities will be limited to custodial and maintenance costs when the purpose of such use is an official Association general membership meeting.

4. Total Membership: Authorized Association Representatives or delegates shall be granted time to attend state or national association workshops, conferences, business meetings and other activities, provided the total amount of time so taken does not exceed one hundred five (105) days per school year by all such authorized employees. No more than ten (10) days shall be used by any one employee per school year, excluding the Association President. In exercising the use of any of the provisions of this paragraph, it shall be the responsibility of the employee to notify in writing the building principal of his/her intention to be out of the building. Notification shall be given in writing no fewer than three (3) days prior to the absence.

President Only. If requested by the Association sixty (60) calendar days in advance of the initial employee workday of the first semester, and after consultation with the Superintendent or his/her designee, the President shall have the option of being released from part or all of his/her teaching assignment for the duration of that school year. The amount of time taken by the President shall not exceed the number of scheduled employee workdays. There shall be no deduction from the salary, fringe benefits or seniority rights of the President, provided the Association reimburses the Board the total gross salary amount of an employee on step five with a Bachelor's degree, to be paid on the payroll schedule. Upon return from leave at the beginning of the next school year the President shall return to a teaching assignment for which he/she is certified with a displaced teacher status.

5. When requested, the Association shall provide the Board and the Superintendent with the names of the Association's officers, directors, association representatives and negotiating team.
6. The Association shall conduct its District-wide meetings on the second Wednesday of each month. The Board will encourage building administrators and employees to clear these days of employee-related meetings such as meetings of the Curriculum Advisory Committee, Curriculum Task Forces, school faculty, etc., under the jurisdiction of the District.
7. In years when a new employee orientation meeting is held, the Association will be given a place on the agenda. Each new employee will be given a copy of the Agreement at the orientation meeting.

## ARTICLE V

### GLOBAL STATEMENT ON EMPLOYEE APPRAISAL

- A. Every effort will be made to complete all observations and post-conferences for employees in a manner which allows for professional growth. These observations and a final evaluation conference should take place before Board action and the non-renewal date.

A minimum of seven (7) student attendance days should pass between the completion of post-observation conference number one (1) and the second observation. This time frame will be followed for the remaining observations and post-conferences. This will allow an opportunity for professional growth. When appropriate, a professional development day may be taken by the employee to observe successful classroom techniques within the District. In the event the evaluation process is not completed by the appropriate building administrator by the deadline, the following will be notified: Human Resources, the Association, and the Appraisal Action Committee. Building administrators (including special education administrators) will notify Human Resources and the employee's respective supervisor. Employees will notify the Association. Human Resources and the Association will notify the Appraisal Action Committee chair persons. In the event either party misses a timeline(s), and a conversation does not resolve the issue, the employee may file a grievance related to the timeline(s).

- B. The Appraisal Action Committee will meet a minimum of one (1) time per semester. The first semester meeting will focus on completion of the pre-conference and the first/second observations. They may also assist with an adjusted timeline for employees that have been hired after the beginning of the school year, especially if there are extenuating circumstances. The second semester meeting will focus on the final evaluations and making sure all non-tenured employees have completed the evaluation process. The Appraisal Action Committee may also meet when there is a concern by either party about the appraisal process.

### EMPLOYEE EVALUATION

- A. The employee evaluation process will follow the process outlined in the Agreement insofar as the process is in compliance with federal and state statutes. Administrator training on the appraisal tool which includes an outline of process timelines will occur yearly. The building administrator assigned to perform an employee's evaluation shall be made known to the employee at the beginning of the school year.
- B. Each employee in contractual continuing service shall be evaluated consistent with statutory requirements. Each employee not in continuing contractual service shall be evaluated once every year. The evaluation shall include personal observation of the employee in the classroom by a District administrator or other appropriate administrator qualified under Section 24-A-3 of the Illinois School Code, unless the employee has no classroom duties. Non-classroom employees will be observed in their work area.

For Macon-Piatt Special Education District employees assigned to a county school, the evaluation shall include personal observation of the employee in the classroom by a county district

administrator, qualified under Section 24-A-3 of the Illinois School Code, unless the employee has no classroom duties. Non-classroom employees will be observed in their work area. The evaluating administrator will require performance input from the special education administrator assigned to the building. If the evaluating administrator is a special education administrator, the building administrator will be required to provide performance input for the employee's appraisal. For Decatur special education employees assigned to one building, the evaluator shall be the building administrator. For special education employees assigned to more than one building or in the county, the evaluator shall be the Director of Special Education (or designee). Any changes to the assigned evaluators will need to be mutually agreed upon by the District administration and employee with notification to the Association.

The parties acknowledge that the procedure set forth in this Article pertains to the formal evaluation of classroom teaching performance and that nothing herein shall be construed as prohibiting or limiting the normal day-to-day observation and evaluation of an employee's overall performance as a District employee, nor shall it hinder or limit the right of the Board to terminate the employment of an employee under the applicable provisions of the Illinois School Code.

Every employee will follow the steps outlined in the Decatur Public School District 61 Teacher Appraisal Process Manual, including all the timelines set forth within the manual. In the event, either party, misses a timeline, and a conversation does not resolve the issue, the employee may file a grievance related to the timeline. It is the professional responsibility of the employee to understand the process and timelines as outlined in the manual.

### C. Tenured Employee Support Plans

From time to time, tenured employees will need additional support to improve their skills through the evaluation process. There are three different documents to assist staff. The employee, administrator, and a representative from the Association will work collaboratively to support the employee toward a successful outcome.

1. Plan of Assistance (POA): the POA is used when a tenured employee has ratings during any observation cycle that have a majority of *needs improvement* or *unsatisfactory* in any domain.
2. Professional Development Plan (PDP): the PDP is used when a tenured employee has a summative rating of *needs improvement*. The PDP is developed within 30 school days of the summative conference and fully implemented in the following school year. In addition to the PDP, the tenured employee is on evaluation cycle the following school year. The PDP supplements the evaluation.
3. Teacher Remediation Plan: the Teacher Remediation Plan is used when a tenured employee has a summative rating of *unsatisfactory*. The plan is developed within 30 school days of the summative conference and fully implemented in the following school year.

The specific plans and corresponding forms can be found on the Decatur Public Schools Certified Appraisal section of the DPS#61 website. If you have any questions, please contact Human Resources or the DEA President.

D. Employee Appraisal Action Committee

The Committee shall consist of an equal number of representatives from the Board or its designees and the Association. The Association shall appoint its representatives, provided there is representation from each instructional level: early childhood, elementary, middle, secondary, and special education.

The parties agree the standing Appraisal Action Committee, co-chaired by a representative of the Board and a representative of the Association, shall continue to evaluate the Appraisal Process, including procedural guidelines and forms. The Committee shall meet in a timely manner upon request of either chair. Committee recommendations regarding amendments, deletions, additions or modifications to the Appraisal Process (procedural guidelines and/or forms) will be submitted to the Board and the Association for their consideration and approval.

ARTICLE VI  
GRIEVANCE PROCEDURE

A. Definition

A grievance shall mean a written complaint by an employee, a group of employees or the Association (“Claimant(s)”) that there has been an alleged violation, misinterpretation or misapplication of working conditions, fringe benefits or wages as specified in this Agreement.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances which may arise from time to time.

C. Formal Grievance

A formal grievance shall be a written statement that includes the alleged violation(s) of the Agreement, the date of the occurrence and the requested remedy.

D. No Reprisals Clause

No reprisals shall be taken by the Board against any employee because of the employee's participation or refusal to participate in a grievance.

E. General Information

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

By mutual agreement, a grievance may be settled at any step without establishing precedent.

By mutual agreement, any step of the grievance procedure may be bypassed.

All records related to a grievance shall be filed separately from the personnel files of the Claimant(s).

Failure by the Claimant to timely appeal an adverse result at any step of the grievance procedure shall result in the withdrawal of the grievance with prejudice.

Any time limit provided for in this grievance procedure may be extended by mutual agreement.

#### F. Representation

The Claimant has the right to representation of choice in the grievance procedure. When the presence of said Claimant at a grievance hearing is required by either party, illness or other incapacity of the Claimant shall be grounds for any necessary extension of grievance procedure time limits.

Upon mutual agreement by the Board and the Association that a grievance in process is equally applicable to more than one (1) employee, the Association shall have the right to pursue grievance on behalf of all employees to whom the grievance is applicable.

#### G. Time Limits

It is important that grievances be processed as rapidly as possible. The number of days indicated at each step of the procedure shall be considered as the maximum allowable to all parties, and every effort shall be made to expedite the proceedings. The time limits may be extended by mutual agreement. A formal grievance must be filed within thirty (30) days of the occurrence of the event which gave rise to the grievance.

### THE GRIEVANCE PROCESS

#### A. Informal Step

Before a grievance is filed, the Claimant shall discuss the claim with the most immediate administrator within thirty (30) days of the occurrence of the event which gave rise to the grievance. Macon-Piatt Special Education employees assigned to a county school shall discuss the claim with their district administrator. The administrator shall respond to the Claimant within-ten (10) days of this discussion. If a satisfactory resolution of a claim is not reached as a result of this discussion, the Claimant may file a formal grievance by following the steps listed below. All grievance proceedings, but not necessarily the grievance itself, shall be confidential; and the proceedings shall be informal, as is mutually agreeable. Records shall be kept by all parties to the grievance. The formal grievance will be presented in the following steps:

## B. Formal Grievance

Step 1: A written grievance may be filed with the most immediate administrator by the Claimant if a resolution was not reached during the informal step. The Claimant shall send one (1) copy of the written grievance to the Director of Human Resources and one (1) copy to the Association. A Claimant that is a Macon-Piatt Special Education District employee shall send one (1) additional copy of the written grievance to the Director of Special Education.

- a) In stating the grievance, the Claimant must specify the parts of the Agreement which were allegedly violated, date of the alleged violation and the requested remedy.

The grievance shall be signed by the Claimant and presented to the immediate administrator or designee. The administrator or designee shall certify with his/her signature the date of receipt of the written grievance.

- b) The administrator shall, within ten (10) days of receipt of the grievance, present his/her written reply to the Claimant. The Claimant shall certify with his/her signature the date of receipt of the reply. The administrator shall send one (1) copy of the written reply to the Director of Human Resources and one copy to the Association, except that for Macon-Piatt Special Education District employees one (1) additional copy of the written reply shall be sent to the Director of Special Education.

Step 2: If the Claimant wishes to appeal the reply of the administrator, then within ten (10) days of the receipt of the reply, the Claimant shall send one (1) copy of the appeal to the Director of Human Resources and one (1) copy to the Association. A claimant that is a Macon-Piatt Special Education District employee shall also send one (1) additional copy of the appeal to the Director of Special Education.

The Director of Human Resources or his/her representative will then schedule a meeting with the Claimant at a time convenient to both parties. A representative of the Association may attend that meeting at the request of the Claimant. The decision of the Director of Human Resources shall be sent to the Claimant within ten (10) days following the meeting. Also, one (1) copy of the decision shall be returned to the administrator and one (1) copy to the Association. For Macon-Piatt Special Education District employees, one additional copy of the decision shall be returned to the Director of Special Education. The decision shall include rationale for the decision.

Step 3: The Claimant shall notify the Director of Human Resources and the Association within ten (10) days of the receipt of the decision by the Director of Human Resources if it is acceptable or unacceptable. A Claimant that is a Macon-Piatt Special Education District employee shall also notify the Director of Special Education if the decision is acceptable or unacceptable.

- a) If the decision by the Director of Human Resources is acceptable to the Claimant and the Association, the grievance will be considered closed. The Claimant may not grieve that same event again.

- b) If the decision is unacceptable to the Claimant and the Association, and the Association wishes to continue the appeal, the Association may request binding arbitration.
1. Within ten (10) days of receipt of the decision of the Director of Human Resources, the grievance shall be referred to binding arbitration. A single arbitrator shall be used. The arbitrator shall be selected under the voluntary arbitration rules of the American Arbitration Association.
2. The decision of the arbitrator shall be binding upon both parties. The arbitrator shall have no authority to add to, subtract from, disregard, alter or modify any of the terms of this Agreement. The arbitrator's decision shall be sent to the Board of Education, with one (1) copy to the Association. For Macon-Piatt Special Education District employees, one (1) additional copy of the written decision shall be sent to the Director of Special Education. The Board and the Association shall share equally the arbitrator's fees and expenses.

## ARTICLE VII

### WORK DAYS AND HOURS

- A. The Board shall propose the school calendar after conferring with the Association. The calendar shall consist of one hundred eighty-five (185) days. Included in the one hundred eighty-five days are five (5) emergency days. The work year shall consist of one hundred eighty (180) employee days. Included in the one hundred eighty (180) employee days is one (1) employee work day at the beginning of the school year. In addition, all certified staff will have the option to work a mid-year work day and will be compensated \$200.00 should they choose to work that day. In the event five (5) or less than five (5) emergency days have been declared as of the Board meeting preceding Memorial Day, the Board shall designate all unused emergency days as nonattendance days for employees and students. Such days shall be used at the end of the school year.
- B. Professional Day
  1. The employee will assume the responsibility for a daily schedule that is commensurate with his/her professional obligation.
  2. The employee's professional day shall be determined within the building by cooperation between the principal and the employee.
  3. The professional day must begin by 15 minutes immediately before the students' instructional day and end 15 minutes after the students' instructional day.
  4. For professionals who are not assigned to a school, their report time will be decided collaboratively between the employee and building administrator.

5. A lunch period in compliance with Sec. 24-9 of the Illinois School Code will be provided.
6. The professional day may include up to 50 minutes per week to be collaboratively assigned before and/or after school for supervision of students. These 50 minutes of assigned supervision may be utilized within the student attendance day with the mutual consent of the potentially affected employee and building administrators. All supervision minutes are within the professional day unless mutually agreed upon by the affected employee and appropriate administrator. Supervision that exceeds 50 minutes per week shall be approved by 80% of the certified employees. The aforementioned supervision in the previous sentence may occur inside or outside the professional day.
7. It is understood that supervision of students before and after school and during passing periods shall be included in the professional day. The supervision during passing periods is an expected duty and not included in the 50 minutes.
8. Planning

Eligibility for building scheduled planning time is limited to staff in instructional capacities only. Individuals employed in non-classroom positions, including but not limited to coordinators, nurses, counselors, social workers, and other non-instructional staff, shall not be entitled to building scheduled planning time under this agreement. In non-classroom positions, planning time is assumed to be built into self-directed schedule.

Planning time is intended to give the employee self-directed time to prepare for instruction that enhances student learning. This time shall be focused on planning lessons, gathering resources, collaborating with peers, and other activities that prepare teachers in instructing students.

Employees shall leave the building only for critical school or personal business during planning time. On the infrequent occasion an employee needs to leave the building during planning time, he or she must notify the building principal/designee or office staff.

Each week elementary employees will have a minimum of 150 minutes of planning time. Planning time shall occur during the student instructional day. Planning time will be separated into blocks of a minimum of 30 minutes each for the duration of this Agreement. Therefore, employees will have a minimum of 30 minutes of planning time daily. If a schedule cannot accommodate for the 150 minutes to be distributed as 30 minutes of daily planning, the parties will meet to discuss the impact and possible alternatives while maintaining the minimum of 150 minutes per week in blocks of no less than 30 minutes each. If the District employs P.E. and Music specialists, or other specialists who are certified employees, the classroom employees do not have to remain with their students when the specialist has assumed control of the class. This will be non-instructional preparation time.

Middle school and high school employees will have a minimum of one (1) planning period per day, equal to one student instructional period. This planning time shall occur during the student instructional day.

The District will make reasonable efforts to minimize disruptions to planning time and to maintain the overall planning time expectations outlined in this Agreement.

Occasional adjustments or interruptions made for these purposes shall not constitute a violation of this provision.

The parties acknowledge that, due to the operational needs of the school district, planning time may occasionally need to be adjusted or interrupted. Such adjustments may occur for purposes including:

- State required standardized assessments
- Emergency drills required by law or safety procedures
- Unanticipated emergencies affecting school operations

## 9. Duties

- a) Professional duties include conferences between employees, students, parents, and/or administrators and providing students with guidance, counseling and tutoring assistance. Employees are expected to attend IEP meetings, 504 meetings, hearings, Curriculum Task Force meetings (if agreed to by employee) and be available for emergencies. Employees will attend one open house per school year.
- b) The Administration and the Association recognize that scientific, research-based intervention models must be implemented in order to comply with federal and state mandates/regulations. All elementary and middle school buildings shall designate a scheduled time within the school day to comply with these federal and state mandates/regulations. Administration shall utilize all certified staff for delivering interventions. Administration shall ensure that staff delivering the interventions will be trained on such interventions prior to delivering those interventions. Training may be held before or after school, during the summer or as job embedded training within the instructional day.
- c) Each building shall designate a problem solving team to ensure that compliance to the federal and state mandates/regulations is consistent and follows the guidelines/policies created by administration. It is also the responsibility of the building administrator and the problem solving team to assign staff to facilitate the delivery of the instructional and behavioral interventions. Administration shall provide annual training that is relevant to discipline and academic support.
- d) Every teacher shall be provided with resources for RTI upon request. Access to RTI resources will be made available on-line.
- e) A flexible two week time period, including evening(s) and the use of the District designated conference day, will be utilized to schedule parent/teacher conferences. A minimum of six (6) hours at the building level will be scheduled with administrative and employee

collaboration. This schedule will continue so long as the General Assembly permits the District a waiver and/or the District suffers no state aid penalty. Employee attendance will not be required on designated conference day if employee conference goals (set by the District at each level) are met. Administration will collect conference attendance data.

After two attempts to schedule a parent/teacher conference, the employee will be allowed to conduct a phone or virtual conference with the parent/guardian at the elementary/middle school levels.

High school parent/teacher conferences will be set with a specific goal of targeting at-risk students. If a parent/guardian is unable to attend a scheduled face-to-face parent/teacher conference, the employee will be allowed to conference with the parent/guardian by phone or virtual.

## 10. Meetings/Evening Events

Dates for yearly meetings and evening events for the current school year will be set collaboratively by the association representative and building administration no later than the end of August. ~~If changes need to be made to the twenty-four (24) hours, there shall be a thirty (30) day notice.~~

~~-Required, but uncompensated time beyond the professional day will not exceed twenty-four (2024) hours per school year. -Required time will include faculty meetings, departmental meetings, professional learning community meetings, required meetings to meet compliance standards (including RTI) and other meetings required by building administrators. The twenty (20) hours are outside of the school day.~~

~~A maximum of four (4) hoursTwo (2) hours of the twenty-four (24) (20) shall be reserved for graduation, family events, and/or award ceremonies. ~~The twenty-four (24) hours may also be used for evening events. The twenty-four (24) hours are outside the school day. Each employee will be responsible for keeping track of his/her time.~~~~

~~Ten (10) days<sup>2</sup> notice shall be provided for any changes to the meeting schedule unless the meeting has been cancelled by administration due to an emergency, then five (5) days<sup>2</sup> notice shall be given to reschedule the meeting.~~

~~Each employee will be responsible for keeping track of his/her time.~~

In-service training required by State law shall be utilized as practicable by the judgment of the building administration.

## 11. Professional Development

Professional development shall be considered part of the professional day and professional responsibilities of all employees.

Attendance at professional development is mandatory.

Employees absent from a professional development session are expected to make every effort to review all materials, information, and content covered during the session.

## Employee Discipline Process

### 1. Investigatory Meeting

When the Board is contemplating administering discipline, a pre-disciplinary fact-finding meeting will be held. This includes written (dated and signed) complaints by a parent of a student or by a student. In the event of a recommendation for suspension without pay or dismissal, the employee has the right to a hearing before the Board of Education.

### 2. Notice

Except in cases of extreme emergency, the employee and the Association will be given 3 days prior written notice of the scheduled meeting. DEA may agree to meet sooner than the 3 days. Exceptions shall be agreed upon between the Superintendent or designee and the DEA President. Such notice shall contain the reason, date, time and location of the meeting, and shall inform the employee of his/her right to DEA representation. Every employee has the right to have criticisms, disciplinary meetings and reprimands held in private.

### 3. Disciplinary Involuntary Transfer

After consultation with a representative of the Association, the Board/administration may initiate a disciplinary involuntary transfer based upon progressive discipline. The progressive discipline should include, but not be limited to warnings, reprimands, and suspensions. A minimum of ten (10) calendar days before an involuntary transfer is made, (including a disciplinary involuntary transfer) the Director of Human Resources shall provide both the affected employee and the Association written notice of the proposed transfer. The written notice shall include reasons why the transfer is necessary and why the employee is being considered for transfer. After receipt of the written notice, the employee and/or Association Representative shall be entitled, upon timely request, to a meeting with the Director of Human Resources to discuss the proposed transfer and the reasons therefore. If the transfer is implemented, a copy of the notice of transfer will be placed in the employee's personnel file. The employee shall have the right to attach a statement to the notice of transfer stating his/her agreement or disagreement with the transfer decision.

### 4. Progressive Discipline

The principles of progressive discipline shall apply to incidents of remediable misconduct. Prior to the implementation of discipline, the supervisor shall discuss the incident with the employee. Progressive discipline, when applicable (it is inapplicable to irremediable conduct), is intended to correct employee deficiencies and shall consist of any or all of the following:

#### I. Oral warning

- II. Written Warning/Reprimand
- III. Suspension without pay
- IV. Notice to remedy
- V. Discharge

5. Any suspension with pay shall not exceed the duration of any investigation concerning an employee's conduct or twenty (20) employment days, whichever is less. Any suspension without pay shall be preceded by a hearing before the Board or designee. Any suspension without pay which exceeds five (5) employment days shall be subject to a just cause standard. Any suspension without pay shall not exceed ten (10) employment days for the first offense, and shall not exceed twenty (20) employment days for any subsequent offense for the same or similar infraction. No employee shall be suspended more than three (3) times without pay during any school year.

6. Drug Free Work Place

District actions in instances of first offense violations of Administrative Regulation 717-01, Drug Free Workplace, specifically the unlawful use of controlled substances and/or the abuse of alcohol, shall be limited to requiring the employee to satisfactorily participate in a drug abuse assistance or rehabilitation program available through the Employee Assistance Program of the District.

7. Discharge

Discharge shall be in compliance with the Illinois School Code (105 ILCS 5/24-11, 105 ILCS 5/24-12; 105 ILCS 5/24A-1 et seq.) and such other provisions as may apply.

## ARTICLE VIII

### TEACHING LOADS, ASSIGNMENTS, AND CONDITIONS

- A. Participation in extracurricular activities for which no additional compensation is paid shall be voluntary.
- B. Travel time directly related to employee duties shall be considered as part of the teaching day.
- C. Classroom employees will be assigned only within the range of grade level as permitted under their certificates and only within the areas they are qualified to teach as defined in State Board of Education Document Number 1, or successor documents.
- D. Reorganization of the instructional responsibilities within a building will be permitted and encouraged in order to best utilize the employees. Such organization shall be a cooperative venture among employees and the principal. Reassignments of grade levels, subjects and/or supervisory duties within a building may be made at any time with mutual consent of the parties involved. Unilateral reassignments within a building may be made when the Board considers it to be in the best interest of the students and the District. Before a unilateral reassignment is made, the principal and the employee shall meet to discuss the reason for the reassignment. District and Association leadership shall be in attendance. The Board, shall have final authority to reassign an employee

when educational objectives or personnel policies so require. If an employee is unilaterally reassigned, the employee may have the option to go into the displaced process the next cycle as outlined in Article IX A.8.

E. The Board, through the principal, will give written notice of changes in assignments and/or regular supervisory responsibilities for the following school year. Every reasonable effort will be made to provide this information by the end of the current school year.

F. Employee shall:

1. Conduct the classes assigned in a way that will give the students the richest experiences the employee is capable of providing for them.
2. Maintain and submit reasonable records (i.e., attendance records, absence reports, student grades, textbook rental receipts, inventories, etc.) as requested by the principal.
3. Prepare and maintain lesson plans and have available for viewing by administration. Lesson plans should include the standard(s), the objectives(s) and activities. Lesson plans should be visible on teachers' desk, or in electronic form via device. Administration has a right to look at lesson plans at any time during the work day. If lesson plans are not available for viewing, administration may request the lesson plans for discussion by the end of the following work day.

To provide better planning of substitutes for conference participation by employees, conference participants will provide written notification to the appropriate building administrator or designee five (5) days in advance.

4. Keep informed, to the best of his/her ability, on the latest research findings in his/her field of teaching and in the area of the psychology of learning.
5. In the event of three incomplete lesson plans, lesson plans shall be submitted weekly to administration for up to six weeks. If at any point during that time, lesson plans fail to meet the above requirements, the employee and administrator shall collaborate on needed supports.

G. Employees recognize their responsibility to all students and shall be expected to assume that responsibility; ~~however, at the secondary level, no employee shall be required to teach more than two (2) classes of students, designated cooperatively by the employee, principal and department head or representatives as individual, low ability or special need classes, without the consent of the employee involved; and at the elementary level, no employee shall knowingly be assigned an excessive number of students, designated cooperatively by the employee and principal as being low ability or special need students, without the consent of the employee involved.~~ Knowingly assigned a disproportionate number of students requiring additional academic, behavioral, or specialized supports. In determining whether an assignment is disproportionate, the parties shall consider objective factors, including but not limited to IEPs, 504 plans, MTSS designations, documented behavioral intervention plans, and academic intervention needs. Concerns regarding disproportionate assignments shall be reviewed collaboratively by the employee and principal, with

adjustments made when reasonably practicable. No such designation shall be applied unless agreed by all parties. In the case that agreement cannot be reached, the Assistant Superintendent of Teaching & Learning, in consultation with the Director of Special Education, shall make a joint decision.

- H. Employees agree to assume responsibility for secondary students in vocational exploration, in group work with children and for college students who are assigned to student teaching. However, assignment shall be made only with teacher consent.
- I. It is recognized that in order to best meet the needs of the students, the instructional program will, of necessity, vary between schools. In order to provide the flexibility to meet these varying needs, the establishment of the instructional program at each school and the utilization of the professional day of assigned responsibility for each employee shall be cooperatively developed by the faculty, building principal and appropriate director.
- J. When an employee is transferred during the school year and the transfer necessitates a room relocation, the employee will be provided release time of one (1) day to accomplish the move. A substitute will be provided by the Board. In the event that an involuntary transfer, displacement, or building reorganization requires an employee to move work location during the summer break, the employee should be reimbursed at the rate of \$~~200~~<sup>150</sup> for the day.
- K. Employee specialists that travel among different school sites shall be provided secure storage files at the various school sites.
- L. Class Size and Composition Process

The parties recognize that class size, class composition, and special circumstances impact both student achievement and teacher effectiveness. Following the 12th day of enrollment, any class that meets one or more of the above circumstances that significantly interfere with teaching/learning, the following procedure shall be implemented:

1. Grades K-6 (elementary): Teacher notifies the building administration and Association representative of the concern through a request for an informal meeting within five (5) school days (meeting may occur before, during or after school). Grades 7-12 (secondary): Teacher notifies the department head of the concern. If the issue cannot be resolved, the teacher notifies the building administration and Association representative of the concern through a request for an informal meeting within five (5) school days (meeting may occur before, during or after school). The building Association Representative in turn notifies the DEA President of the resolution.
2. If the issue is not resolved, a formal meeting shall take place within three (3) school days. The parties attending the meeting will be the impacted teacher, the building administration, Director of Human Resources or designee and DEA president or designee. Utilizing the principles of problem solving decision making, the team will listen to the issues and brainstorm solutions. The mutually agreed upon resolution shall be implemented and monitored on a quarterly basis.
3. If a resolution cannot be reached, the parties will refer the issue to the District and DEA leadership for resolution within three (3) days.

4. If after all avenues have been exhausted and a resolution cannot be reached, at the discretion of the Association, the Association shall take the matter to the Board of Education for consideration.

#### M. Special Education

1. The Board shall provide substitutes for classroom special education employees and regular educators that are required to attend special education meetings.
2. The professional day of county special education employees shall follow the work day, meeting schedule, and calendar of the local school district.
3. Preparation Release Time (Special Education Resource and Instructional Classes)
  - a. Release time allotment will be determined by the total number of special education students in resource and instructional classes assigned to a case manager in the building.
  - b. The amount of release time allotted to an employee will be a joint decision by the special education staff in the building, the principal, and the special education administrator. To address schedule changes at the high school level due to credit requirements for graduation, special education staff will be allotted one (1) day (6 hours) of release time for every fifty (50) special education students. Student numbers will be based on the December Child Count from the previous year. Day(s) may be taken prior to the start of the school year. The day(s) taken will be calculated at the employees' summer school rate.
  - c. When utilizing release time, the employee will complete all paperwork three (3) days prior to the scheduled meeting.
  - d. The request for individual release time will be voluntary.
  - e. An employee and/or building administrator that feels there are unique circumstances may request additional time from the Director of Special Education. Example: An additional substitute is required when a non-special education certified teacher assigned to a special education position needs to prepare for Individual Education Plan (IEP) meetings. The additional substitute will provide a special education employee release time to assist the nonspecial education certified employee.
  - f. The following schedule will be utilized by the Director of Special Education to allot release time to case managers:

One (1) release day will be allotted for each case manager with a caseload of 1-10 students, one (1) additional release day will be allotted for 11-20 students, and an additional one half (1/2) release day will be allotted for each additional five (5) students.

The caseload allotment will be determined on 10<sup>th</sup> day enrollment data.

4. Due Process Preparation and Participation

Employees required to prepare for and participate in due process hearings and mediations will be paid on a per diem rate.

5. Special Education Assistance Program

If a special education employee has a concern about the need for additional assistance for students, the employee may request in writing to the Director of Special Education that a meeting be held to address specific concern(s). After receiving the request, the Director of Special Education and/or Assistant Director will arrange a meeting with the requesting employee and an Association representative.

To address Special Education concerns, the monthly meetings between the Association representatives and the Superintendent will include a Special Education/Association representative and the Director and/or Assistant Director of Special Education.

6. Employees delivering special education services may not be reassigned to other classes (general education or special education) without prior approval from the Macon-Piatt Special Education Director or designee. This language also applies to reorganization of special education students due to lack of substitutes. Such actions should be taken only as a last resort and on rare occasion.

7. Prior to the start of an IEP meeting, the administrator will communicate to the parent(s)/guardian(s) the expected time frame for the meeting and any time conflicts for team members.

Prior to the start of an IEP meeting, team members will notify administrators regarding time conflicts which may limit their participation for the duration of the meeting.

8. Ongoing Technical Assistance/Training will be provided by the special education administrator and/or special education computer/assistive technology technician. All employees are expected to utilize the computer-based IEP program once the initial training has been offered. Every special educator has access to a web-based IEP program on his/her school and personal devices.

9. Special education workloads will be determined based on Illinois State Board of Education (ISBE) guidelines and administrative recommendations. Updated language from rules and regulations on workloads will be shared with building administrators and included in the Technical Assistance Training provided to all certified special education employees at the beginning of the school year. The Special Education Workload Committee shall convene a minimum of once per semester.

The committee shall consist of an equal number of representatives from the Association and Administration. The Association shall appoint its representatives and the Macon/Piatt Director and the Superintendent shall appoint their representatives. Caseloads for Speech-Language

Pathologists shall have no more than 55 students per caseload. A weighted formula approach will be used in determining Speech-Language Pathologists workload (weighted caseload). Speech-Language Pathologists who are over a weighted caseload of 55 and who require the time outside of a normal school day to complete the extra duties associated with managing this caseload will be compensated at the rate of \$50 an hour, not to exceed five (5) hours weekly.

This committee shall be strictly advisory in nature and shall not be a bargaining committee. Bargaining is explicitly and intentionally waived by both parties for purposes of the committee's recommendations, and its recommendations shall not be subject to grievance procedure. This grievance process is expressly and intentionally waived by both parties as to the recommendations, decisions, or lack thereof as may from time to time be made by the committee.

~~Special education workloads will be determined based on Illinois State Board of Education (ISBE) guidelines and administrative recommendations. Updated language from rules and regulations on workloads will be shared with building administrators and included in the Technical Assistance Training provided to all certified special education employees at the beginning of the school year. The Special Education wWorkload eCommittee will shall convene no less than one time every two years a minimum of once per semester, to review the current workload plan.~~

~~The committee shall ~~should~~ consist of an equal number of representatives from the Association and Administration. The Association shall appoint its representatives and the Macon/Piatt Director and the Superintendent shall appoint their representatives represent all areas of special education staff, appointed by the Association and the Director/Assistant Director of Special Education. When considering caseloads for Speech Language Pathologists, a weighted formula will be used in determining caseloads up to a maximum of sixty (60) students. Every effort will be utilized to maintain the weighted formula.~~

This committee shall be strictly advisory in nature and shall not be a bargaining committee. Bargaining is explicitly and intentionally waived by both parties for purposes of the committee's recommendations, and its recommendations shall not be subject to grievance procedure. This grievance process is expressly and intentionally waived by both parties as to the recommendations, decisions, or lack thereof as may from time to time be made by the committee.

10. Each tenured special education teacher, in collaboration with the appropriate special education administrator will determine 50% of his/her case load for which the case manager will facilitate the meeting and complete all forms for the IEP meetings related to the student, excluding MDRs, EDCs, change of placement IEPs, others as determined by the special education administrator. If the tenured special education teacher has concerns with facilitating the IEP meetings for a certain student, the reasons will be discussed with the appropriate special education administrator to determine if the special education administrator should facilitate the meeting.

#### N. Dual Credit Courses

DEA does hereby waive and relinquish any work associated with dual credit offered in the high school Junior and Senior years of study, or in the case that a member of DEA is unwilling or unable to (due to lack of licensure, endorsement, or other conflict) to teach a dual credit high school Junior and Senior year course, regardless of which program, college, or university subsequently provides

the service. Such waiver shall be read to enable DPS to work with a partner college/university to fully establish dual-credit programming as DPS determines, in its exclusive discretion, to be beneficial to DPS students. Nothing herein shall be read to extend the waiver to teaching work that is not related to dual-credit arrangements, and DEA expressly reserves the right to bargain regarding any change to teaching work which does not provide for dual credit as issued by the respective partner college/university.

#### O. Use of Surveillance Equipment

The purpose of surveillance equipment within District Facilities is to promote the safety and security of buildings, property, students, staff, and visitors. Surveillance equipment shall not be used to evaluate employee performance or to routinely monitor employee conduct.

Surveillance recordings shall not be used as documentation in the employee evaluation process. However, recordings may be reviewed by District administration in connection with investigations involving suspected misconduct, safety concerns, criminal activity, or violations of District policy.

Access to surveillance recordings involving District employees shall be limited to appropriate administrative personnel and law enforcement or designated police liaison officers when necessary. Review of recordings shall occur only by individuals authorized under this provision.

If a review of surveillance recordings reveal potential employee misconduct, the following procedures shall apply:

1. The employee and the Association shall be notified in writing if the District intends to initiate an investigation concerning the alleged misconduct.
2. Upon request, a union representative shall be permitted to review the portion of the recording depicting the alleged misconduct, subject to applicable student and personnel privacy laws.
3. The employee shall have the right to union representation at all investigatory meetings related to the alleged misconduct.
4. Any disciplinary action taken shall be consistent with the just cause and due process provisions of this Agreement.

### ARTICLE IX

#### STAFF SELECTION, TRANSFER, AND REDUCTION

##### A. Employee Selection

1. The selection of employees to staff a building shall be delegated to the Director of Human Resources. The Director of Human Resources and the Association will develop for the creation of a site-level interview team consisting of the building or designee, teachers in the building, and other appropriate employees. The building administrator in collaboration with the lead Association Representative or his/her designee) shall assemble the site-level interview

committee. The Director of Human Resources (or his/her designee) shall conduct interview training for the committee before the interviews are conducted.

2. From the end of the school year until the first day of employee attendance of the next school year, interviews and hiring will not be delayed due to unavailability of employees and/or building administration. Administration will work with the building's Association Representative/designee in an effort to assemble a team, conduct interviews, and fill vacancies in a timely manner.
3. Information regarding positions which are available, either through creation or vacancy, shall be publicized via the District website. The vacancy will not be filled until the seven (7) day posting period has elapsed. Where specific training, experience or other qualifications are prerequisites for any position that is to be available, such conditions shall be stated in the job posting (Montessori, IB, STEM, Arts integration, etc).
4. Following the completion of the displaced process until the Monday after Labor Day, the vacancy posting period will be reduced to three (3) days in order to expedite the process of filling vacancies. Filling of vacancies may be done by the Director of Human Resources with input from the building administrator and a representative of the Association. The process of the seven (7) day posting period as described in Article IX.A.3 and the utilization of building level interview teams as described in Article IX.A.1 will resume on the Monday following Labor Day.
5. Due to the need of the District to hire qualified certified employees, the Director of Human Resources may post, interview and hire positions for which none of the displaced personnel have correct licensure or endorsement. The Director of Human Resources may also hire employees as unassigned to fill the needs of the District. The hired unassigned employees will apply and interview for posted positions as voluntary transfer employees and follow the Employee Selection, Transfer and Reduction, Article IX.A.6.
6. When filling vacancies, the following priorities will be adhered to: 1) tenured employees qualifying for reemployment under the terms of Section 24-12 of the School Code of Illinois; 2) employees displaced as a result of building closings, building reorganization or reduction of employees; and 3) employees returning from authorized leaves as stated in Article X. Those employees granted leaves under the previous contract language will return to positions under the terms of that contract language.
7. When filling any vacancy, the criteria used by the Board in the selection process shall include an individual's experience, education, length of service in the District, federal and state regulations on sex and race distribution, other relevant factors and any special needs that may exist at that time. When the assignment involves extra-duty responsibilities in addition to classroom teaching, the extra-duty qualifications shall be to the qualifications required for the classroom teaching position to be filled.
8. Displaced employees are defined as employees, including those returning from a leave of absence, who have been displaced from a department or a building based on authorized positions for the following school year (seniority and certification), and/or those employees whose

positions/programs have been eliminated for the following school year. This does not apply to employees that have been notified of non-renewal.

9. A comprehensive list of displaced employees shall be prepared, and such employees shall be notified of their status in writing by the Director of Human Resources no later than the end of the second week of end of March. Simultaneously, a master list of all known available positions categorized as regular education and special education positions will be provided. The master list shall include building, department, and/or grade level. In order for displaced employees to have an opportunity to indicate preference of available positions, and for the District to receive staffing input from administrators and building teams, the following process will be used:
  - a. The Association will organize and implement a process to gather a prioritized list of employee placement preferences.
  - b. The Association will contact employees by email on a designated date.
  - c. Employees may select up to three (3) desired positions from the vacancy list.
  - d. Prior to placement in a position, employees will have a four (4) day window in which to visit selected sites. (The visit shall include interaction with the building team consisting of the building administrator and appropriate staff team members to become familiar with the school's programs and expectations.) In the event of a school closing, the window shall be up to two weeks.
  - e. Following the building visits, employees shall submit their prioritized list to the Association President on the end of the fourth day of visitation. In the event of a school closing, the list shall be submitted by the end of the displacement window.
  - f. The Director of Human Resources will receive the priority list of each employee from the Association and the non-prioritized visitation list from the building administrator, noting acceptance status for each visiting employee.
  - g. With input from the Association President, the Director of Human Resources will determine placements based upon the non-prioritized visitation list from the building administrator, building model, employee's preference, certification and seniority. In the event two or more employees who are being displaced have the same seniority date, the tie will be broken by a neutral tie breaker.

## B. Voluntary Transfer

1. Any employee may apply for transfer to another building, grade level, or department, or to a Macon-Piatt Special Education District vacancy. Transfers shall not exceed one (1) time per school year. "School year" in this provision is defined as the first day of teacher attendance to the last day of teacher attendance. Administration may permit exceptions for good cause shown. A request for a transfer shall be submitted to the Director of Human Resources. Any employee may apply for any vacancy for which he/she is qualified. Once an employee applies for a vacancy, the employee will be granted an interview

Criteria for filling all vacancies shall include an individual's experience, education, length of service in the District, federal and state regulations on sex and race distribution, other relevant factors and any special needs that may exist at that time.

If an employee is not granted the transfer, the employee will receive written notice of the denial of the request. If an employee requests a reason for a denial, the Director of Human Resources shall inform the employee in writing of the reason within seven (7) days of receipt of the employee's written request. ~~Transfers may be made at any time with mutual consent between the Director of Human Resources and the DEA President, but occur no later than the end of the current semester. Vacancies created by a voluntary transfer will be posted for a minimum of three (3) days.~~

- ~~2. Voluntary transfers shall be effective at the start of the next full school term (Fall or Spring). The Director of Human Resources may, upon written request, approve an effective date that occurs mid-term. Any such approval shall be made on a case-by-case basis, shall not create a past practice, and shall not be considered precedent for any future request.~~
- ~~3. A voluntary transfer approved or implemented during the summer shall not count towards the one (1) voluntary transfer permitted per school year. An employee shall be limited to one (1) voluntary transfer during the summer period. The Director of Human Resources may approve additional transfers as an exception upon written request and based upon building and district staffing needs. Any such approval shall be made on a case-by-case basis and shall not create a past practice, and shall not be considered precedent for any future request.~~
- ~~4. Employees shall not be eligible to request or be granted a voluntary transfer between August 1 and August 15.~~
- ~~5. Transfers may be made at any time with mutual consent between the Director of Human Resources and DEA President, but occur no later than the end of the current semester.~~
- ~~2. All transfers will be included in the Board packet following approval by the Human Resources Director.~~
- ~~6. Vacancies created by a voluntary transfer will be posted for a minimum of three (3) days.~~
- ~~7. All transfers will be included in the Board packet following approval by the Human Resources Director.~~

~~3.~~

### C. Involuntary Transfer

1. Involuntary transfer(s) to another building (same or different grade level or same or different department) may be made when the central office administration determines such transfer is in the best interest of the District. Reasons for involuntary transfers are as follows:
  - a. Better utilization of staff due to change in theme or instructional programming. When the theme or instructional programming of a building changes, all current building employees

shall be provided with the new job description (if applicable). The criteria for identifying staff for involuntary transfer shall be the following in order of priority:

- i. lack of proper certification
  - ii. Failure to demonstrate specific skill set aligned with the instructional program. Specific skill set assessment(s) will be created in mutual cooperation with District and Association leadership and administered to all staff. If any affected employee fails to demonstrate proficiency, the affected employee may elect to be included in the displaced process as outlined herein.
- b. When a transfer occurs as a result of building closures or reduction of staff, employees will enter the displaced process as outlined herein.
- c. If a surplus of employees at a building or departmental level occurs after the displaced process timeline has expired and makes it necessary to involuntarily transfer staff, the vacancy list shall be shared with all staff. Volunteers shall receive priority and will be selected if mutual consent from Director of Human Resources and Association President is obtained. If no employee(s) volunteer or are selected, employees shall be identified for involuntary transfer by the following criteria in order of priority:
- i Lack of proper certification
  - ii Seniority (lowest)
  - iii If there is a tie in seniority, see Article IX D.2.e.
2. The following timeline and process shall be utilized for involuntary transfers: A minimum of ten (10) calendar days before an involuntary transfer is made, (including a disciplinary involuntary transfer) the Director of Human Resources shall provide both the affected employee and the Association written notice of the proposed transfer. The written notice shall include reasons why the transfer is necessary and why the employee is being considered for transfer. After receipt of the written notice, the employee and/or Association Representative shall be entitled, upon timely request, to a meeting with the Director of Human Resources to discuss the proposed transfer and the reasons for such transfer.
3. Any employee involuntarily transferred will be released from his/her contract upon the employee's request.
4. No employee may be involuntarily transferred more than one (1) time within the same school year.

#### D. Seniority

##### 1. Definitions

- a. Employee is defined under this section as any employee regularly required to be certified under the Illinois School Code, including administrators and employees holding school

service personnel certificates. Teaching service shall be deemed to include service in both teaching and administrative positions.

- b. Legal qualifications or legally qualified includes all statutory and regulatory for teaching service in a specific position, including the certification of Article 27 of the Illinois School Code, the academic experience requirements of State Board of Education Document, Part No. 1 (or its successor or supplementary regulations) and any additional requirements for the position established by the Board and in effect at the time of its last hiring for the position in question.

2.Seniority shall be defined as follows:

- a. Total years of continuous tenured teaching service in the District; provided, that less than full-time service shall be computed on a prorated basis and that unpaid leaves of absence of ninety (90) consecutive employment days or more shall not be counted in determining seniority.
- b. If the years of continuous tenured service are equal between two (2) or more employees, seniority shall be determined by total years of continuous teaching service with the District; provided, however, that less than full-time service shall be computed on a prorated basis and that unpaid leaves of absence of ninety (90) consecutive employment days or more shall not be counted in determining seniority.
- c. If the years of total continuous teaching service with the District are equal between two (2) or more employees, then seniority shall be determined by total teaching service in the District, whether or not continuous. Such service shall be computed in the manner described in subparagraphs a and b of this section.
- d. If the years of total teaching service with the District are equal between two (2) or more employees, then seniority shall be determined by public school teaching outside the District.
- e. If two (2) or more employees remain equal after application of the factor(s) set forth subparagraph d of this section, then seniority shall be determined by lot.

## ARTICLE X

### SHORT-TERM LEAVES

A leave day, for purposes of determining reimbursement, shall be equivalent in length to an employee's workday.

#### A. Sick and Emergency Leave

1. Sick and emergency leave without loss of pay shall be credited annually to each employee on the first day of the employment year. The number of sick and emergency days credited annually shall be as follows:
  - a. Ten (10) days for those on thirty-nine (39), forty (40) and forty-one (41) week contracts.
  - b. Eleven (11) days for those on forty-two (42) to forty-seven (47) week contracts.
  - c. Thirteen (13) days for those on contracts of forty-eight (48) weeks or longer.

- d. Those who are hired after the opening date shall be credited with a proportionate number of sick and emergency leave days rounded off to the nearest one-half (1/2) day.
- e. The central office shall notify employees of the number of days accumulated under sick leave by including this information on the employee's earnings statement.
- f. The employee's full or part-time status on the employee's first work day during any school year shall govern his or her award of sick leave days for that school year and shall govern how days are reduced. All relevant sick leave day calculations (award and reduction) shall be governed by this paragraph. Part-time employees shall accrue sick leave pro-rata and shall have sick leave use deductions made pro-rata. For example, a one-half (1/2) time employee (39-, 40- or 41-week contract) shall be credited annually with ten (10) one-half (1/2) time sick leave days (equivalent to five full time-days). If a one-half (1/2) time employee uses a sick leave day, the employee's total shall be reduced by a one-half (1/2) time sick leave day (or one half (1/2) of a day of five full-time days). Every addition or reduction in sick leave shall be computed pro-rata as above.

The District will comply with the Teachers' Retirement System (TRS) rules for the reporting of sick time for all employees.

4.2. Sick and emergency leave shall include: personal illness (occasioned by mental health, alcoholism and drug abuse), quarantine at home, death or illness either in the immediate family or household which an attending physician designates as sufficiently serious to require the presence of the employee at the bedside. (Immediate family shall include parents, spouses, domestic partners, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, legal guardians or persons in loco parentis.) The Board may require a physician's certificate or, if the treatment is by prayer or spiritual means, that of a spiritual advisor or practitioner of such person's faith, as a basis for pay during leave after an absence of three (3) continuous days for personal illness or as it may deem necessary in other cases. Absence for attendance at funerals shall be allowable under accrued sick leave, provided absences do not total more than five (5) days of sick time in any given school year.

5.3. If the employee does not use the full amount allowed for sick or emergency leave, that amount unused shall accumulate to a total of three hundred seventy-two (372) days, exclusive of the allowance for the current year.

6.4. Accumulated sick and emergency leave shall automatically terminate on the date that an employee's resignation or termination becomes effective, unless such resignation or termination does not cause a break in continued contractual service.

#### 7.5. Partial-Day Return

- a. Employees shall be allowed to work partial days following distinct periods of extended illness of ten (10) or more consecutive school days, provided an appropriate substitute can be obtained and the integrity of the educational program can be maintained.

- b. Requests for such partial days shall be accompanied by a written authorization and approval from the employee's physician. Requests shall be submitted at least five (5) school days in advance of the anticipated partial-day return. Final determination of which part of the school day is to be worked shall be at the discretion of the principal after consulting with the requesting employee.
- c. The opportunity for partial-day work is intended to provide an adjustment period for the employee to gradually resume full-time duties. Its use is limited to cover a period of no more than five (5) consecutive days following a distinct illness as defined in subparagraph a above. Upon reaching such limitation, the employee shall either return to full and active service or revert to full absence until able to return to full and active service.
- d. An employee on partial-day work status shall have his/her daily sick leave pro-rated in accord with the employee's partial-day status.

#### 8.6. Sick Leave Bank

The Board and the Association hereby establish a Sick Leave Bank in accordance with the following:

- a. Purpose: To help provide protection for eligible employees for short term illness/accident/disability and serious long-term catastrophic accident or illness.
- b. Creation of Sick Leave Bank: Upon the initial contribution of at least 300 personal sick leave days by members of the Association pursuant to paragraph d hereof, the Sick Leave Bank will be created.
- c. Eligibility: To be eligible to access the Sick Leave Bank, the employee must meet the following conditions:
  - i. The employee must be actively teaching and not on an approved leave of absence, as described in Article XI of the Agreement;
  - ii. The employee must have exhausted all his/her accumulated sick leave days, including the current year's allotment;
  - iii. The employee is not eligible for disability, or disability is not appropriate for the employee's circumstance (including private disability), workers' compensation, or other income protection; and will cooperate with the governing committee to determine any such eligibility; application for TRS Disability is not a prerequisite for accessing the sick bank;
  - iv. The employee submits written verification of a short term illness/accident/disability as defined in Article X.A.2 or an ongoing long-term catastrophic accident or illness, as verified by a licensed medical physician, of the employee or dependent family member (as defined by the IRS); and
  - v. The employee is a contributor in good standing in the Sick Leave Bank.
- d. Contributor in Good Standing: To be a contributor in good standing, an employee must have contributed ~~from a minimum of 1-15 days- full day~~ of his/her personal sick leave days to the Bank in September or May, or within ten (10) days of his/her employment. Employees who start after the beginning of the school year will have a prorated allowance (a proration of 30 days) based upon the remaining number of days of

employment (out of 180 working days). At the beginning of a school year, if the sick bank total is below four hundred (400) days, employees must contribute ~~1-15 days~~ a minimum of 1 additional day to remain in good standing. A retiring employee may contribute an unlimited number of days to the Sick Leave Bank.

- e. Withdrawal of a Contributor in Good Standing: An employee may voluntarily withdraw as a contributor in good standing. Upon withdrawal, the employee cannot access the Bank nor does the employee have any vested right to the days he/she has contributed to the Bank.
- f. Administration: The Bank will be administrated by the President of the Association and the Director of Human Resources ~~a Governing Committee made up of two (2) employees and one (1) alternate appointed by the Association and two (2) administrators and one (1) alternate appointed by the Board.~~ Upon receipt of a written or electronic application from any contributor in good standing, the President of the Association and the Director of Human Resources will approve or deny the request ~~Governing Committee shall determine how many, if any, sick leave days should be approved,~~ taking into consideration the following:
1. The eligibility of the applicant;
  2. The seriousness of the illness or disability;
  3. The likelihood that the applicant will be able to return to work as a result of utilizing the Sick Leave Bank;
  4. The number of available days in the Bank;
  5. The potential needs of by other contributors in good standing;
  6. Other factors related to the best interests of the District and its students; and
  7. The limitations of Article X.A.6.h. hereof.

In the event that the President of the Association and the Director of Human Resources disagree, the case will be referred to the Association Board of Directors for resolution. The Association's decision with rationale will be reported to the Board. All applications will be acted upon in a timely manner and any requests approved must be in half or full-day units.

~~If the governing committee fails to reach agreement on a specific case, the case will be referred to the Association Board of Directors for resolution. The Association's decision with rationale will be reported to the Board.~~

- g. Limitations:
1. Tenured contributors in good standing are eligible for up to a maximum of ninety (90) Sick Leave Bank days per school year. Written verification from a licensed medical physician will be required after each 30-day period. Non-tenured contributors in good standing are eligible for up to a maximum of thirty (30) Sick Leave Bank days per school year.

2. The use of Sick Leave Bank days into the next school year is not permitted unless the eligibility requirements, found in Article X.A.6.c, are once again met.
3. The maximum number of days that a tenured employee may draw from the Sick Leave Bank during each three (3) ~~five (5)~~ year employment period shall not exceed ~~150~~90 days, unless an exception is granted by request to the President of the Association and the Director of Human Resources. The maximum number of days that a non-tenured employee may draw from the Sick Leave Bank shall not exceed 60 days.

Termination of Sick Leave Bank Plan: Upon the termination of the Sick Leave Bank Plan for whatever reason, any days remaining in the Bank will not revert back to any contributors and there will be no vested interest by any contributor in such reserve.

Application of Grievance Procedure and Duty of Fair Representation: No decision of the Governing Committee will be subject to the grievance process contained in Article VI of this Agreement. Furthermore, any decision which is adverse to any employee seeking access to Sick Leave Bank days shall not be deemed a violation of any duty of fair representation.

#### B. Funeral or Visitation Leave

An employee wishing to attend the funeral or the visitation of a currently enrolled student or a current staff member will not be charged a sick day to attend the funeral or visitation. Employees shall make arrangements with the building administrator and with the cooperation of other employees to cover the responsibilities of the employee allowed to attend. Arrangements are acceptable provided they do not require a full day of absence or the hiring of a substitute.

#### C. Jury Duty and Court Subpoena

Any employee summoned to jury duty or issued a court subpoena shall be paid full salary for each working day of absence, provided that the employee pays the District, within forty (40) days, the jury fee or witness fee. If payment is not received within forty (40) days, it will be withheld from subsequent pay. This provision is not applicable if the employee is a witness against the District, the Board or its representatives as the result of any legal actions commenced by or on behalf of the National Education Association, the Illinois Education Association, its agents or members, or as the result of any legal actions arising from collective negotiations between the Association and the Board.

#### D. Universal Leave

1. Employees shall be granted four (4) days of absence annually. Any universal leave not used during the year will be converted to sick leave for the following year.
2. An online application for universal leave shall be made to the immediate supervisor in advance of taking the leave. If possible, the leave request shall be made at least one (1) day in advance. During Fridays and/or Mondays in May, universal leave days may be taken on the ratio of 1:10

elementary and middle schools and 1:15 high schools, with some latitude for extreme emergencies at the discretion of the immediate supervisor.

3. Universal leave days may not be taken during the first or last ten (10) days of school, on days when final examinations are scheduled, on the first working day preceding or following a district recognized vacation or holiday. No more than two (2) days shall be taken consecutively. Exceptions to this shall include times when an employee or immediate family, as defined herein, is personally involved in a court case, graduation exercises or an honor convocation, religious holidays, or other times as approved by the Director of Human Resources. Approval does not constitute a precedent.

#### E. Short-Term Leave without Pay

Employees may request unpaid leave days once every five (5) years subject to the following conditions: such absences must be requested from the immediate supervisor by the employee, in writing, ten (10) days prior to the absence. Unpaid leave absences must be taken in whole-day allotments. If the employee has accumulated universal day(s), no more than two (2) universal days may be used with the unpaid leave. Clear reasons for the absence must be stated. As stated in Article X.D.2, ratios apply to unpaid leaves as well.

The leave request shall be acted upon within five (5) days of receipt by the Human Resources after receiving advice from the employee's immediate supervisor.

In administering this provision, the immediate supervisor of the building program involved and the Human Resources must consider the individual circumstances involved in each request, to include length of service in the District, previous request(s) and length of absence; however, situations not limited to the following will be considered:

- a. trips won as special recognition of employee, spouse or domestic partner;
- b. trips or special meetings involving services of community organizations in which the employee holds office;
- c. important business conferences of the spouse or domestic partner in which husband or wife needs to be involved;
- d. court appearances other than by subpoena;
- e. educationally related travel, if the applicant provides an itinerary and an explanation of how such travel will improve the educational program;
- f. the reason for the absence will have some obvious merit or value to the school or community or the employee at the time or in the immediate future; and
- g. be of such nature that it is not likely to occur at frequent or regular intervals.

## ARTICLE XI

### EXTENDED LEAVES OF ABSENCE

- A. The following conditions shall apply to all extended leaves of absence unless otherwise indicated:

1. Requests for leave (including the reason) shall be in writing to the Director of Human Resources.
2. Tenured employees in the District shall be eligible for extended leaves of absence. However, leaves will not be granted for employees that have accepted a position as an educator in a district outside of the District. Acceptance of employment constitutes a resignation from the District. Should a person become employed while on a leave of absence from the District said leave shall become void effective immediately.
3. Leaves shall be limited to the remainder of the school year for which the request occurs. Further extension shall be at the discretion of the Board.
4. Leaves shall be without pay.
5. Salary increments shall not accrue during the leave.
6. Sick and universal leave shall not accrue during the extended leave.
7. Accrued benefits earned at the time the leave begins shall be retained. Accrued benefits shall be defined to mean tenure status, accumulated sick and universal leave, placement on the salary schedule (employee retains full salary placement credit to which employee was entitled at the time the leave was granted).
8. Employees on leave (with the exception of those on extended illness leave and those eligible for family and medical leave) shall, upon written request, continue to be covered by the District's group insurance program in accordance with COBRA at the employee's expense. Employees on extended illness leave shall continue to be covered by the District's insurance program for the duration of such leave in accordance with the provisions of Article X of this Agreement. Those eligible for family and medical leave shall continue to be covered by the District's insurance program for sixty (60) days in accordance with the Family Medical Leave Act.
9. Written notice of intention to either return or resign shall be given to the Director of Human Resources by January 15 of the current school year in which the leave is taken. Failure to furnish such written notice shall constitute a notice of resignation.
10. Employees who are granted leaves of absence cannot be assured of placement in the same position when they return. The best possible assignment, however, shall be made within the existing vacancies.
11. Job sharing leave shall be defined as two (2) tenured employees voluntarily sharing the responsibility of a single teaching position. The length for any job sharing arrangement shall be one (1) full school year, unless otherwise approved by the Superintendent or designee.
  - a. For the period of time involving the performance of job sharing, there shall be no loss of tenure and seniority rights for each participating employee.

- b. Each participating employee shall receive prorated salary and benefits.
- c. Each participating employee shall be guaranteed a return to full-time employment, if desired, for the school year following the job sharing subject to reduction in force or dismissal for cause.
- d. Any employee desiring to continue in a job sharing arrangement beyond the job sharing year must provide written notice to the Superintendent or designee, no later than February 15 of the job sharing leave.
- e. The extension to grant or deny a job sharing leave or any extension of the same shall be determined solely by the Superintendent or designee, and shall not be precedential with respect to granting or denying such request. Additionally, the decision to grant, deny or extend such leave shall not be subject to the grievance procedure found in Article VI of this Agreement.

B. ~~Authorized Leaves~~ EXTENDED LEAVES OF ABSENCE

1. Family Leave

Family leave represents adoption/maternity/child-rearing leave. An employee that has entered upon contractual continued service shall be granted family leave without pay or other benefits subject to the following conditions:

- a. Family leave is an unpaid leave.
- b. A combination of sick leave and family leaves shall not exceed the balance of the school year in which it commences and one (1) additional school year.

2. Military Leave

The District will comply with state and federal law regarding Military Leave as applicable. If an employee is ordered to active military duty in the Reserve or National Guard for a declared state or national emergency during the school year, he/she shall be granted a leave of absence for the period and pay for each working day up to thirty (30) days, provided that the employee pays the District the salary he/she receives from the armed service during this active duty. Such payments shall be handled by payroll deduction from subsequent pay.

3. Detached Service Leave

Employees may, upon request, be granted a leave of absence for detached service to work for an educational institution, a foundation or an official governmental agency.

4. Study Leave

Employees shall, upon request, be granted a leave of absence for study designed to improve their competencies as an educator, provided they submit for approval a plan of study.

5. Extended Illness Leave

An employee whose personal illness extends beyond the period compensated under the sick leave provisions of this Agreement shall automatically be classified as on an extended illness leave of absence until such time as a physician certifies the employee is capable of returning to work or the employee has been absent from work for a period of one (1) calendar years, at which time the leave shall terminate.

6. Family Hardship Leave

Employees shall, upon request, be granted a leave of absence for the purpose of caring for a sick member of their family. A written statement of need from a physician shall accompany the request.

7. Professional Leave

Employees may, upon request, be granted a leave of absence for the purpose of engaging in professional activities at the local, state or national level.

8. General Leave

Employees may request a leave of absence for such purpose as may be deemed appropriate by the Superintendent or designee.

9. Emergency Leave

Members of the bargaining unit may request up to fifteen (15) days of paid emergency leave to accommodate extreme situations and other leaves do not apply. A member must give a reason for the request, and such leave will be approved or denied by the Superintendent or designee, in consultation with the principal of the building from which the request was made, and the president of the Association or designee.

## ARTICLE XII

### PROTECTION OF STAFF

- A. Each employee bears the primary responsibility for maintaining the proper control and discipline in the classroom and wherever else on duty. The Board declares its full support of student disciplinary procedures and policies which are presently in effect and those procedures and policies which may hereafter be adopted by the Board in the matter of student discipline. The Board, the administration and the employees share a mutual responsibility for the enforcement of such policies and procedures. Administration will have an on-going process to ensure parent contact information is updated in the student information system.

A comprehensive building level student discipline plan shall be developed by the principal with input from a Building Level Committee consisting of at least an administrator and member(s) selected by the Association representative to be shared and implemented at the beginning of each school year. This plan shall be used throughout the school year. Revisions may be made throughout the year based on recommendations from the Committee.

Administration shall begin each semester of the school year by communicating the behavioral expectations of the District and building to students and their families.

- B. The Board hereby agrees to indemnify and protect employees against death and bodily injury and property damage claims and suits, including defense thereof, when damages are sought for negligent or wrongful acts alleged to have been committed in the scope of employment or under the direction of the Board. This indemnity shall include judgments, interest, court costs, reasonable attorney fees and any costs necessarily expended in the defense of any suit heretofore described.
- C. The Board does hereby agree to indemnify and protect employees against the costs of defense of criminal proceedings against any employee by reason of any acts committed within the scope of employment of said employee. The costs of defense shall include reasonable attorney fees and other costs necessarily expended in the defense of such criminal action. The indemnity stated in this paragraph shall not apply in the event the employee is found guilty of the criminal charge brought against such employee by a jury or a court.
- D. The Board shall indemnify and protect employees against any loss of, damage to, or destruction of the employee's personal property as a result of assault and/or battery committed against him or her while working within his or her scope of employment and said assault and/or battery to be without legal justification.
- E. All employees shall be protected against any harassment, interference or badgering by any group or individual on the school premises. It shall be the responsibility of the building principal and/or Superintendent to take whatever actions are deemed necessary to provide employees adequate protection in such situations, including but not limited to enforcement of building security. This does not preclude the responsibility of the employees to work with parents or guardians in resolving school problems.
- F. If any employee is battered by a student, this process shall be followed:
  - 1. Teacher files a written complaint with administration for a battery within two (2) days of the occurrence.
  - ~~2. **Consistent with the requirements of 105 ILCS 5/10-21.7, the employer will ensure required reports are made when required.** The administrator shall report the complaint to local law enforcement immediately after the occurrence of the attack, and to the Illinois' State Police Illinois Uniform Crime Reporting Program no later than three (3) days after the occurrence of the attack.~~
  - ~~3.2.~~A building administrator, the classroom teacher, an Association Representative, and Student Services Representative shall meet within three (3) days of the occurrence to develop a plan which is mutually agreed upon by all parties in order for the student to return to the learning environment.

- i. If no mutual agreement can be reached, the issue will be taken to the Superintendent (or designee) and the DEA President (or designee) to develop a plan for the student reentering the learning environment within six (6) days of the occurrence.
    - ii. If no agreement can be made, the DEA President and Superintendent present the issue to the School Board to create a mutual agreement within nine (9) days of the occurrence.
- G. Neither the building administration nor the central office administrations shall impede an employee's right to file a police report and/or notify police following an assault and/or battery. The following procedures/steps shall be in place in the event of an employee being assaulted and/or battered:
  1. Distribute an assault form to employee.
  2. If an employee is unable to complete the form, an administrator/designee will assist with completing the form.
  3. Once the assault form is completed and signed by the employee and the building administrator, administration will forward the assault form to all designated parties.
- H. The employee has the right to use such force as given by statute or court cases decided thereunder to protect himself/herself, another employee or student from physical assault or injury. Employees shall have Board assistance in any assault or battery cases which occur while the employee is performing his/her assigned duties. The Board assistance shall consist of utilization of corrective procedures. Upon written notification, the Superintendent or his/her designee, shall report all incidents of battery committed against employees to the local law enforcement authorities immediately after the occurrence of the attack.
- I. Additional stipulations for employees injured while in the scope of employment are as follows:
  1. In the event of any injury to an employee while in the scope of employment, where the absence does not exceed twenty (20) days, the salary of such employee shall continue in full, without reduction in accrued benefits, until:
    - a. The employee is able to return to full-time teaching duties, or
    - b. The end of the contract of employment of the employee with the Board, or
    - c. Such employee qualifies for disability or pension benefits under the Illinois Teachers' Retirement System, whichever event occurs first. In the event Workers' Compensation is payable by reason of such injury, the salary of such injured employee shall be reduced by the amount of the temporary incapacity payments, payable under Workers' Compensation.
  2. In the event of any injury to an employee while in the scope of employment, the compensation for injury shall be determined in accordance with the Illinois Workers' Compensation Act. In the event the absence exceeds twenty (20) days, the employee will continue to receive his/her full salary, but will be charged one-third (1/3) of a sick day for each additional day over twenty (20) until such time as his/her sick leave is exhausted.

3. While off work under the Illinois Workers' Compensation Act, an employee cannot increase his/her sick leave days by accessing provisions contained in Article X of the negotiated Agreement.
- J. Any reasonable time, when an employee should otherwise be attending to teaching duties, spent in the preparation of the defense, or attendance at a judicial hearing pertaining to a civil or criminal charge described in paragraphs B and C of this Article shall not result in a loss of salary or accrued benefits by such employee.
- K. Building administration will use a problem solving method such as Interest Based Bargaining (IBB) model to resolve issues when administration and employees are not able to resolve building differences. If the problem cannot be resolved at the building level, central administration and Association leadership will become involved.
- L. Pursuant to an approved classroom/building/team discipline or management plan and the District student discipline policy, an employee may send a student to the building administrative office with the completed formal discipline referral form. An administrator will process all discipline referrals (both major and minor) submitted by the employee (four-part form or an electronic form) within three days. At the elementary level, the student shall not return to class for a minimum of one hour. At the secondary level, for non-tardy disciplinary referrals, the student shall not return to the class for the remainder of the class period. Written notification will be given to the employee prior to readmittance of the student to the class. Students may not return to class without written notification of the administrator's disposition. Every attempt to process the discipline referral will be made prior to sending the student back to the class. Guidelines are outlined in the Student Code of Conduct and subsequent actions will be consistent with such policy.
- M. If the employee is not satisfied with the decision of the administrator, the employee is entitled to a conversation with the administrator. If the employee so chooses, an association representative may be present. If the employee does not feel the issue has been resolved, they may have the association representative bring their concern to the Discipline Action Committee. Should this action include the re-admittance of the student to class, the employee shall be notified in writing of the administrator's/designee's disposition of the matter and conditions of readmittance.

Employees will send disciplinary referrals for tardiness to the office during the last ten minutes of that class period. Administration will make every effort not to pull students during instructional time to process tardy referrals. Students at the secondary level referred for tardiness may return to class with written or electronic notification of action taken. Excessive tardiness will be dealt with on an individual basis.

When the administrator deems it appropriate, or at the request of the employee, the administrator shall attempt to arrange and conduct a conference composed of the administrator, the employee, the student and a parent or guardian.

- N. Discipline Action Committee

The purpose of this committee is to provide guidance, training and support for building Multi-Tiered System of Support plans. The parties agree to a standing Discipline Action Committee, Co-chaired by a representative of the Board and the Association, who shall address discipline data and assist buildings that are struggling with student behavior. A minimum of one meeting per month will be held to discuss discipline data and how to best meet the needs of individual buildings. The committee co-chairs will report to the Superintendent, Assistant Superintendents, Board, and Association President after the monthly meeting. The committee shall consist of an equal number of representatives from the Board, or its designees, and the Association. The Association shall appoint one (1) elementary member, one (1) middle school member, and one (1) high school member, one (1) behavior specialist/school psychologist and one (1) alternative education member. Committee recommendations regarding amendments, deletions, additions or modifications to the Board's discipline program/policy will be submitted to the DAC subcommittee for its consideration.

A sub-committee will be created to revise the Student Code of Conduct chaired by the Director of Student Services and a representative of the Decatur Education Association.

**ARTICLE XIII  
INSURANCE PROTECTION**

- A. The Board will provide each employee that is under contract full-time with health and medical insurance coverage as described in the Decatur School District No. 61 Group Medical Plan. Employees electing to participate in health and medical insurance shall pay a percentage of the premiums as reflected in the charts. The employee cost of the insurance premium shall not exceed limits established in the charts. Employees under contract half-time, but less than full-time, will be provided the same coverage if they pay one-half (1/2) of the entire premium. Employees under contract less than half-time will be permitted to participate in the group insurance program if they pay the entire premium. The employee-paid portion of the premium shall be sheltered under Section 125 of the Internal Revenue Code.

**Employee Monthly Portion (Maximum) – FY23 Steps 1-24**

<u>Tier</u>	<u>Employee Portion</u>
<u>Single</u>	<u>15%</u>
<u>Single+Spouse</u>	<u>30%</u>
<u>Single+Child(ren)</u>	<u>30%</u>
<u>Family</u>	<u>24%</u>

For employees hired on or before July 1, 2018 who will be step 25 and above prior to the start of the 22-23 school year shall pay a percentage of the premiums as reflected in the below chart. The employee cost of insurance shall not exceed limits established below.

**Employee Monthly Portion (Maximum) – FY23 Steps 25+ & 5.75%**

<u>Tier</u>	<u>Employee portion</u>
<u>Single</u>	<u>12%</u>
<u>Single+Spouse</u>	<u>20%</u>
<u>Single+Child(ren)</u>	<u>20%</u>
<u>Family</u>	<u>12%</u>

- B. Health and medical insurance coverage for the family of employees will be on an optional basis. Employees electing to provide coverage through one of the family tiers shall pay a percentage of the premiums as reflected in the respective charts. The employee cost of insurance shall not exceed limits established in the charts.
- C. Starting in Calendar Year 2021, the plan shall, as exemplified in the single plan, be a \$1,000 deductible with a \$3,250 maximum out of pocket. Family deductibles and out of pocket maximums reflect three times the single plan.
- D. Prescription Cards: Prescription cards will be made available to each employee that is receiving health and medical coverage. Employees should direct any questions or concerns to the District Business Office.
- E. Wellness Incentive: the bonus for participation in the employee wellness screening (blood draw) shall be granted \$100 for single plans and \$200 for any of the family tiers.
- F. A second, high deductible health insurance plan or other options from the Insurance committee is offered to employees on a voluntary basis. The employee portion may be free for employee only or 15% for participation in one of the three family tiers.
- G. Newly hired employees who commence work at the beginning of an academic year will receive insurance coverage commencing on September 1 of the employee’s first year of employment. Employees hired at any time other than the beginning of the academic year will commence receiving insurance coverage on the first day of the month following the date they begin employment in the district (e.g. an employee beginning work on November 15 will commence receiving insurance coverage on December 1).

Employees resigning or otherwise severing their employment relationship with the school district at the end of any academic year, will continue to receive insurance coverage through August 31 of such year (e.g. an employee who submits a notice of resignation in March, effective the last day of the school term, will have district provided insurance coverage through August 31<sup>st</sup> of that year).

Employees resigning or otherwise severing their employment relationship with the school district at any time other than the end of the academic year will cease to have insurance coverage on the last day of the termination month of employment (e.g. an employee terminating employment on March 14, will cease to have insurance coverage on March 31).

Nothing in this contract will preclude DEA and Board from bargaining employee settlement agreements involving this topic.

- H. The health and medical insurance coverage which is presently in effect will be on an optional basis for employees that retire from the district. Retirees that opt to participate in the employee group health insurance plan will pay the entire annual premium plus the surcharge imposed by the insurance carrier. Coverage will end when the retiree reaches the age of sixty-five (65).
- I. Health insurance for the family of the retiree will be on an optional basis. Retirees that opt for this coverage will pay the entire premium. Coverage will end when the retiree or dependent reaches sixty-five (65), whichever comes first.
- J. The Board will provide each employee that is under contract full-time with Twenty Thousand and 00/100 Dollars (\$20,000.00) in group life insurance, double indemnity in case of accidental death. This insurance shall be paid for by the Board. Employees under contract half-time, but less than full-time, will be provided the same coverage if they pay one-half (1/2) of the premium. Employees under contract for less than half-time will be permitted to participate in the group insurance program if they pay the entire amount.
- K. Flex Plan

The following options are available to employees of the District. Employees should direct any questions or concerns to the District Business Office.

1. Dependent Care Assistance Plan

This plan will enable each participant to elect to receive payments or reimbursements of his/her dependent care expenses that are excludable from the participant's gross income under Section 129 of the IRS Code.

2. Medical Reimbursement Plan

This plan will enable each participant to elect to receive payments or reimbursements of his/her medical care expenses that are excludable from the participant's gross income under Section 105(b) of the IRS Code.

3. Volunteer Dental Plan

This volunteer dental plan will enable each employee to participate in a group dental plan. A minimum of ten (10) employees must enroll.

- L. If the District Insurance Committee considers any change to insurance, during the term of this contract or between contracts, the Association and the Board will reduce to writing any proposed changes. Decision making shall be made through 80% agreement of those voting members in attendance. These proposed changes will be taken to membership for ratification. Upon ratification of membership, it will be taken to the Board for approval. Committee voting members will include up to seven (7) DEA members (1:100 DEA employees) and four (4) representatives of the Board. Administration is responsible for securing membership from other employee groups.

ARTICLE XIV  
COMPENSATION

- A. The salary of all employees will be in accordance with the salary table and the Schedule B table which are attached at the end of this Agreement and made a part hereof.

- B. Coverage of classes or student groups shall occur only after all reasonable efforts to secure a substitute have been exhausted. Coverage assignments under this article shall be voluntary, unless otherwise specified for emergency situations. To ensure instructional continuity when a substitute cannot be secured, while protecting instructional planning time and maintaining reasonable workload expectations, the following process will be utilized to notify and secure internal substitutes. Each building administrator and association representative will create a process to notify and secure internal substitutes.

1. At the middle school and high school levels (including the middle school at the K-8 buildings) a teacher/counselor/instructional specialist/social worker (after meeting IEP minutes), may volunteer to relinquish one (1) planning period and ~~receive~~ give up one planning period and receive summer school rate for that period. When a teacher gives up his/her plan period, the teacher will be paid \$33 to cover a class, or student group. For those in the retirement track, refer to retirement language. No counselor/instructional specialist/athletic director/social worker (after meeting IEP minutes) may cover more than one period in a day. No such employee shall cover more than one (1) period per day. No employee shall be assigned more than three (3) total groups in a day. Coverage under this provision shall not exceed three (3) days per week without approval from the Director of Human Resources or designee in consultation with the Department of Teaching & Learning

- a. Except in documented emergency situations with approval from the Director of Human Resources in consultation with the Department of Teaching & Learning and the building administration, no certified non-classroom position shall be considered for coverage assignments. In the case of an approved exception, no more than one (1) group in one (1) coverage period shall be assigned.
- b. Middle school teachers at the Alternative Education program may volunteer to take 5<sup>th</sup> or 6<sup>th</sup> grade students. Teachers will receive \$150 for a full day and \$75 for a half day. For groups less than 5 students, teachers will receive \$100 for a full day and \$50 for a half day.

2. At the elementary level (including ~~K-5 at the~~ K-8 buildings), when a substitute cannot be secured, ~~teachers may volunteer to take up to two (2) groups of studnetsstudents~~ per day. Each classroom shall ~~the class may be divided among by the~~ teacher into a maximum of 5 groups. Assignment of groups shall be based on grade-level bands: Kindergarten – Grade 3 or Grades 3-5 (or Grades 3 – 6 where applicable). Every effort shall be made to include students in the instructional pattern of the day. ~~Teachers shall be made to include students in the instructional pattern of the day.~~ Teachers ~~shall~~should have instructional materials prepared for their students in the case of their absence. ~~s on a voluntary basis, to cover the class. If the class is split among the other classrooms, each teacher who takes additional students will receive \$150 for a full day and \$75 for a half day. Classes should be split as equally as possible. For those in the retirement track, refer to retirement language. Teachers who take additional students must keep them when their class goes to a specialist. If additional students have a specialist scheduled, students will go to the specialist at the regularly scheduled time.~~
- a. If after grade-level bands and all classroom teachers are offered the opportunity to substitute, elementary level encore teachers (e.g., art, music, PE, library) shall be allowed to take one (1) group per day. Specialists shall not be assigned additional groups beyond this limit.
  - b. Teachers who take additional students must keep them when their class goes to a specialist. If additional students have a specialist scheduled, students will go to the specialist at the regularly scheduled time. Teachers who accept additional students must retain those students during their plan time. All students shall eat lunch during the time of the classroom to which they are temporarily assigned.
  - c. Teachers accepting students will receive \$150 for a full day and \$75 for a half day. For those in the retirement track, refer to retirement language. Teachers who volunteer to take individual or pairs of students shall do so without compensation.
  - d. In the event where a substitute teacher cannot be secured in grades K-6 for an encore position (Music, Art, P.E.) and all avenues to secure a substitute have been exhausted, a teacher may volunteer to keep their rostered classroom of students during plan time and be compensated \$33. A teacher will not be compensated for more than 1 plan time per day.
3. Self-contained Special Education splits and groups of students, including at the elementary level instructional cross categorical classroom, and Macon Piatt programs (Life Skills, Essential Skills SELA, and SED) shall not exceed statutory or regulatory limits. Teachers who take additional students will be paid \$150 for a full day and \$75 for a half day.

Group size and composition shall be determined by the Director of ~~S~~special ~~E~~education in consultation with the Director of Human Resources (or designee), taking into consideration student needs, service requirements, and applicable legal and programmatic guidelines.

~~For self-contained Macon Piatt programs (Life Skills; Essential Skills; SEAP; and SED), students will be dispersed as equally as possible among the other special education self-contained programs, and teachers who take additional students will be paid \$150 for a full day and \$75 for a half day.)~~

4. If there are not enough volunteers secured at any level, then members in the 5.75% retirement track may volunteer without receiving compensation. ~~The aforementioned shall not be assigned to substitute or take additional students. In an emergency situation and after all other methods have been exhausted, a counselor/athletic director/social worker (after meeting IEP minutes) may cover and be compensated for an additional period.~~

5. The Director of Human Resources, the Director of Teaching and Learning, or designee, and the DEA President shall collaborate to provide building administration with no more than two (2) alternatives for how to administer internal substitutions by August 1<sup>st</sup> of each year.

C. Teachers choosing to write lesson plans, grade work, or progress monitor students in classrooms managed by a substitute will be compensated at an hourly rate of thirty-three (\$33), not to exceed five (5) hours weekly. At the secondary level, an employee can choose to have an extra planning period in lieu of pay if the schedule will allow.

D. Teachers choosing to provide IEP case management for vacant positions will be compensated at an hourly rate of thirty-three (\$33), not to exceed two (2) hours per each student requiring an IEP annual review and not to exceed five (5) hours per each student requiring a three-year reevaluation.

E. School Psychologists who are assigned additional buildings/districts who require the time outside of a normal school day to complete the extra evaluation reports, record reviews, and meetings will be compensated at the rate of fifty (\$50) an hour, not to exceed ~~ten (10) five (5)~~ hours weekly, according to the following formula.

- 50% or less of Psych positions filled – not to exceed 10 hours weekly
- 51-79% of Psych positions filled – not to exceed 8 hours weekly
- 80-100% of Psych positions filled – not to exceed 5 hours weekly

Psychologist & SLP Stipends [PA1]

Stipend for SLPs (in-person)

Year 1 \$6,000

Year 2 \$7,000

Year 3 \$8,000

Stipend for Virtual SLPs (for those Virtual SLPs who began working for DPS as a Virtual SLP prior to 7/1/2026)

Year 1 \$5,000

Year 2 \$5,000

Year 3 \$5,000

Stipend for Virtual SLPs (for those Virtual SLPs who began work as a Virtual SLP on or after 7/1/2026)

Year 1 \$2,500

Year 2 \$2,500

Year 3 \$2,500

Stipend for Psychologists (in-person)

Year 1 \$6,000

Year 2 \$7,000

Year 3 \$8,000

Stipend for Virtual Psychologists (for those Virtual Psychologists who began work as a Virtual Psychologist on or after 7/1/2026)

Year 1 \$2,500

Year 2 \$2,500

Year 3 \$2,500

Under no circumstances should certified staff who are engaged with other students be expected to simultaneously provide supervision for the students receiving virtual services.

E.

F. Social workers who are assigned to provide service for a vacant position in another building will be compensated at an hourly rate of fifty (\$50), not to exceed five (5) hours per week. Social workers who are split between no less than two buildings, have to complete initial and reevaluations, and complete necessary paperwork to stay in compliance with IEPs will be compensated at the rate of fifty (\$50) an hour not to exceed five (5) hours weekly.

G. When a bargaining unit member in the retirement track performs these duties, they will be granted a vacation day per fifteen (15) hours of performed work. Each vacation day will be paid post-retirement at the rate of five hundred dollars (\$500) per day.

H. Early Bird/Late Bird Teachers will be compensated at the same hourly rate of \$33 per hour regardless of degree. Employees are expected to attend all building level meetings. Teachers will be selected by administration with input from department heads.

I. Professional Credential Stipend

School Psychologists, School Social Workers, and Speech-Language Pathologists shall receive an annual stipend in the amount of ~~Five Thousand Dollars (\$5,000)~~below. This stipend is provided in recognition of the additional education, training, and credentialing requirements required for licensure and certification in these specialized professional fields.

This stipend shall be paid in equal installments over the course of the employee's regular pay schedule and shall be in addition to the employee's base salary. Eligibility for the stipend shall be contingent upon the employee holding and maintaining the appropriate licensure and credentials required for their assigned position.

Psychologist, SLP, and Social Worker Stipends

Stipend for SLPs (in-person)

Year 1 \$6,000

Year 2 \$7,000

Year 3 \$8,000

Stipend for Virtual SLPs (for those Virtual SLPs who began work as a Virtual SLP on or after 7/1/2026)

Year 1 \$2,500

Year 2 \$2,500

Year 3 \$2,500

Stipend for Psychologists (in-person)

Year 1 \$6,000

Year 2 \$7,000

Year 3 \$8,000

Stipend for Virtual Psychologists (for those Virtual Psychologists who began work as a Virtual Psychologist on or after 7/1/2026)

Year 1 \$2,500

Year 2 \$2,500

Year 3 \$2,500

Stipend for Social Workers

Year 1 \$5,000

Year 2 \$5,000

Year 3 \$5,000

Under no circumstances should certified staff who are engaged with other students be expected to simultaneously provide supervision for the students receiving virtual services.

J. Speech Language Pathologists who are over a combined weighted caseload of 60 and who require time outside of a normal school day to complete the extra duties associated with managing this caseload will be compensated at the rate of \$50 an hour, not to exceed five (5) hours weekly. Members in the 5.75% retirement track may volunteer without receiving compensation.

~~H.~~

ARTICLE XV

SUMMER SCHOOL

A. Summer Program schedules shall be in conformity with state law to take advantage of state aid.

## Hourly Rate:

Driver Training Teachers (behind the wheel) and Summer School Teachers will be compensated at the same hourly rate of \$33.00 per hour regardless of degree. The maximum number of Behind the Wheel hours permitted is three (3) hours on days when school is in session. The maximum number of Behind the Wheel Hours permitted is five (5) hours per day during the summer, on Saturday and other days when school is not in session.

Certified employees who are employed as teaching assistants during summer school will be paid the current teaching assistant rates.

- B. Applications for summer school teaching may be made by qualified employees by completing an on-line application available on the Decatur Public School website. Applications shall be filed with the Director of Human Resources or designee on the date announced by the Superintendent.
- C. Applicants that, in the judgment of the Director of Human Resources or designee, are considered as being the best qualified to meet the needs of the summer school program, will be selected for summer school teaching positions. The criteria (in order of importance) utilized in evaluating all applicants will include the following:
  - 1. Certification
  - 2. District employee
  - 3. Prior years' experience in the content area at the middle school and high school level for the applied position (N/A for Apex)
  - 4. Current grade level band experience for the applied position
  - 5. Most recent school term evaluations (Hire Distinguished over Proficient Summative evaluation rating)
  - 6. Summer school informal evaluations
  - 7. Education level

If multiple teachers apply, teachers may only teach one session of an online mixed credit retrieval class during the summer.

If applicants meet criteria specifications equally, positions will be awarded at the discretion of the Director of Human Resources or designee.

- D. All applicants will receive notification from the Human Resources Office that they have either been tentatively selected, subject to adequate student registration in the classes they are scheduled to teach, or have not been selected for a summer school teaching position. Applicants not selected at this time will receive priority for hiring if additional positions are needed in their respective teaching areas for the summer school program.

ARTICLE XVI  
MISCELLANEOUS PROVISIONS

- A. This Agreement shall be printed and distributed to all employees. This cost shall be shared between the Board and the Association.
- B. Employees shall be informed of a telephone number they may call to report unavailability for work. Employees shall report unavailability for work at the earliest possible time and shall make every effort to report no later than one and one-half (1 1/2) hours prior to the employee's instructional duty and no later than 7:00 a.m.
- C. In schools where continuous cafeteria service is not available for employee use, the employees, with prior consent of the principal, may arrange installation of vending machines for beverages and confections. The installation, operation, control and maintenance of these shall be the responsibility of the employees in that building. All proceeds shall be used in such a manner as the employees in that building determine.
- D. Permission may be granted employees for the purpose of making professional presentations, speeches or providing consultant services to other districts and professional organizations. Employees are required to have advance approval of their principal and the appropriate director. Normally, travel and living expenses shall be the responsibility of the organization serviced; however, when employees actually represent the District, expenses may be authorized by the appropriate director or the Superintendent if expenses are not paid by the organization served. The District shall be reimbursed from any compensation received, up to the employee's daily salary, and for any expenses paid by the District.
- E. Building administrators will make every reasonable effort to be in attendance and visible on student attendance days. Every reasonable effort will be made to hold District meetings outside the school day. Employees will be made aware who the responsible administrator is if the principal cannot be reached during the day. No employee shall be required to substitute for an administrator. Such substitution will be *voluntary*.
- F. Employees who live within District boundaries may select the Decatur Public School they wish their own children to attend, provided selected school is not at capacity for that grade. The choice must be made prior to the lottery selection process for magnet schools to ensure available seat(s) for the following school year. Employees with preschool age students may select a school with a preschool program, but will still be expected to pay the tuition fee for programs with associated fees. For grant-funded preschool programs, student must meet admission criteria. Bussing will be provided only pursuant to Decatur's board policy regarding transportation.

ARTICLE XVII  
LIMITATIONS

- A. If any portion of this Agreement is in violation of any law of the State of Illinois, that portion in disagreement shall be considered null and void. All other portions of the Agreement shall remain valid and in force.
- B. Until all appeals are exhausted with respect to the legality, validity or enforceability of such provision, the provision shall remain in full force and effect.
- C. The Association agrees that there shall be no strike for the duration of this Agreement.

ARTICLE XVIII  
BOARD AUTHORITY

It is the law of the State of Illinois that the determination and administration of school policy, the operation and management of the schools and the direction of employees are vested exclusively in the Board. It is the duty of all employees to carry out the policies and regulations as stipulated by the Board. The decision of the Board in matters pertaining to the determination and administration of school policy, the operation and management of the schools and the direction of employees shall be final, as long as the decisions of the Board are not in violation of the law of the State of Illinois or the Illinois Educational Labor Relations Act.

ARTICLE XIX  
DURATION OF AGREEMENT

- A. This agreement shall be effective on the first day of the 2026-2027 school year and shall expire at midnight on the last day before the first day of the 2029-2030 school year.
- B. This agreement shall constitute the full and complete understanding and commitment between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement. No departure from a provision of this Agreement by either party, or by their officers, agents or representatives shall be construed to constitute a continuing waiver of the right to enforce such provision.

Approved and signed this \_\_\_\_\_ day of June, 2026

BOARD OF EDUCATION

DECATUR EDUCATION ASSOCIATION

\_\_\_\_\_  
President

\_\_\_\_\_  
President

\_\_\_\_\_  
Chairman, Negotiation Team

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Chairman, Negotiation Team

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Negotiation Team Member

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**SALARY SCHEDULE, SALARY ADJUSTMENT AND PAYROLL PROCEDURES**

Employees' Compensation Schedule including Board contribution to Illinois Teachers' Retirement System (TRS). This salary schedule is based on a teaching year of one hundred eighty (180) days. Salary adjustments for days not worked shall be at the rate of 1/180 of the contract amount. For purposes of annual increases, all employees shall have their salary increased by one step for each year of service.

## Salary Schedules

Salary Schedules														
School Years 2026-27, 2027-28, and 2028-29														
Step	Year 1 - 2026-2027				Step	Year 2 - 2027-2028				Step	Year 3 - 2028-2029			
	BA - FY27	MA - FY27	MA+32 - FY27	BA - FY28		MA - FY28	MA+32 - FY28	BA - FY29	MA - FY29		MA+32 - FY29			
1	A	\$48,100.00	\$50,600.00	\$53,600.00	1	A	\$49,750.00	\$52,250.00	\$55,250.00	1	A	\$51,400.00	\$53,900.00	\$56,900.00
	B	\$4,757.14	\$5,004.39	\$5,301.09		B	\$4,920.32	\$5,167.58	\$5,464.28		B	\$5,083.51	\$5,330.76	\$5,627.47
	C	\$52,857.14	\$55,604.39	\$58,901.09		C	\$54,670.32	\$57,417.58	\$60,714.28		C	\$56,483.51	\$59,230.76	\$62,527.47
2	A	\$48,975.00	\$51,600.00	\$54,750.00	2	A	\$50,650.00	\$53,250.00	\$56,400.00	2	A	\$52,300.00	\$54,900.00	\$58,050.00
	B	\$4,843.68	\$5,103.29	\$5,414.83		B	\$5,009.34	\$5,266.48	\$5,578.02		B	\$5,172.52	\$5,429.66	\$5,741.20
	C	\$53,818.68	\$56,703.29	\$60,164.83		C	\$55,659.34	\$58,516.48	\$61,978.02		C	\$57,472.52	\$60,329.66	\$63,791.20
3	A	\$49,850.00	\$52,600.00	\$55,900.00	3	A	\$51,550.00	\$54,250.00	\$57,550.00	3	A	\$53,200.00	\$55,900.00	\$59,200.00
	B	\$4,930.21	\$5,202.19	\$5,528.57		B	\$5,098.35	\$5,365.38	\$5,691.75		B	\$5,261.53	\$5,528.57	\$5,854.94
	C	\$54,780.21	\$57,802.19	\$61,428.57		C	\$56,648.35	\$59,615.38	\$63,241.75		C	\$58,461.53	\$61,428.57	\$65,054.94
4	A	\$50,725.00	\$53,600.00	\$57,050.00	4	A	\$52,450.00	\$55,250.00	\$58,700.00	4	A	\$54,100.00	\$56,900.00	\$60,350.00
	B	\$5,016.75	\$5,301.09	\$5,642.30		B	\$5,187.36	\$5,464.28	\$5,805.49		B	\$5,350.54	\$5,627.47	\$5,968.68
	C	\$55,741.75	\$58,901.09	\$62,692.30		C	\$57,637.36	\$60,714.28	\$64,505.49		C	\$59,450.54	\$62,527.47	\$66,318.68
5	A	\$51,600.00	\$54,600.00	\$58,200.00	5	A	\$53,350.00	\$56,250.00	\$59,850.00	5	A	\$55,000.00	\$57,900.00	\$61,500.00
	B	\$5,103.29	\$5,399.99	\$5,756.04		B	\$5,276.37	\$5,563.18	\$5,919.22		B	\$5,439.56	\$5,726.37	\$6,082.41
	C	\$56,703.29	\$59,999.99	\$63,956.04		C	\$58,626.37	\$61,813.18	\$65,769.22		C	\$60,439.56	\$63,626.37	\$67,582.41
6	A	\$52,475.00	\$55,600.00	\$59,350.00	6	A	\$54,250.00	\$57,250.00	\$61,000.00	6	A	\$55,900.00	\$58,900.00	\$62,650.00
	B	\$5,189.83	\$5,498.90	\$5,869.77		B	\$5,365.38	\$5,662.08	\$6,032.96		B	\$5,528.57	\$5,825.27	\$6,196.15
	C	\$57,664.83	\$61,098.90	\$65,219.77		C	\$59,615.38	\$62,912.08	\$67,032.96		C	\$61,428.57	\$64,725.27	\$68,846.15
7	A	\$53,350.00	\$56,600.00	\$60,500.00	7	A	\$55,150.00	\$58,250.00	\$62,150.00	7	A	\$56,800.00	\$59,900.00	\$63,800.00
	B	\$5,276.37	\$5,597.80	\$5,983.51		B	\$5,454.39	\$5,760.98	\$6,146.70		B	\$5,617.58	\$5,924.17	\$6,309.88
	C	\$58,626.37	\$62,197.80	\$66,483.51		C	\$60,604.39	\$64,010.98	\$68,296.70		C	\$62,417.58	\$65,824.17	\$70,109.88
8	A	\$54,225.00	\$57,600.00	\$61,650.00	8	A	\$56,050.00	\$59,250.00	\$63,300.00	8	A	\$57,700.00	\$60,900.00	\$64,950.00
	B	\$5,362.91	\$5,696.70	\$6,097.25		B	\$5,543.40	\$5,859.88	\$6,260.43		B	\$5,706.59	\$6,023.07	\$6,423.62
	C	\$59,587.91	\$63,296.70	\$67,747.25		C	\$61,593.40	\$65,109.88	\$69,560.43		C	\$63,406.59	\$66,923.07	\$71,373.62
9	A	\$55,100.00	\$58,600.00	\$62,800.00	9	A	\$56,950.00	\$60,250.00	\$64,450.00	9	A	\$58,600.00	\$61,900.00	\$66,100.00
	B	\$5,449.45	\$5,795.60	\$6,210.98		B	\$5,632.41	\$5,958.79	\$6,374.17		B	\$5,795.60	\$6,121.97	\$6,537.36
	C	\$60,549.45	\$64,395.60	\$69,010.98		C	\$62,582.41	\$66,208.79	\$70,824.17		C	\$64,395.60	\$68,021.97	\$72,637.36
10	A	\$56,000.00	\$59,650.00	\$64,010.00	10	A	\$57,850.00	\$61,325.00	\$65,700.00	10	A	\$59,500.00	\$63,020.00	\$67,380.00
	B	\$5,538.46	\$5,899.44	\$6,330.65		B	\$5,721.42	\$6,065.10	\$6,497.80		B	\$5,884.61	\$6,232.74	\$6,663.95
	C	\$61,538.46	\$65,549.44	\$70,340.65		C	\$63,571.42	\$67,390.10	\$72,197.80		C	\$65,384.61	\$69,252.74	\$74,043.95
11	A	\$56,900.00	\$60,700.00	\$65,220.00	11	A	\$58,750.00	\$62,400.00	\$66,950.00	11	A	\$60,400.00	\$64,140.00	\$68,660.00
	B	\$5,627.47	\$6,003.29	\$6,450.32		B	\$5,810.43	\$6,171.42	\$6,621.42		B	\$5,973.62	\$6,343.51	\$6,790.54
	C	\$62,527.47	\$66,703.29	\$71,670.32		C	\$64,560.43	\$68,571.42	\$73,571.42		C	\$66,373.62	\$70,483.51	\$75,450.54
12	A	\$57,800.00	\$61,750.00	\$66,430.00	12	A	\$59,650.00	\$63,475.00	\$68,200.00	12	A	\$61,300.00	\$65,260.00	\$69,940.00
	B	\$5,716.48	\$6,107.14	\$6,569.99		B	\$5,899.44	\$6,277.74	\$6,745.05		B	\$6,062.63	\$6,454.28	\$6,917.14
	C	\$63,516.48	\$67,857.14	\$72,999.99		C	\$65,549.44	\$69,752.74	\$74,945.05		C	\$67,362.63	\$71,714.28	\$76,857.14

13	A	\$58,700.00	\$62,800.00	\$67,640.00	13	A	\$60,550.00	\$64,550.00	\$69,450.00	13	A	\$62,200.00	\$66,380.00	\$71,220.00
	B	\$5,805.49	\$6,210.98	\$6,689.66		B	\$5,988.46	\$6,384.06	\$6,868.67		B	\$6,151.64	\$6,565.05	\$7,043.73
	C	\$64,505.49	\$69,010.98	\$74,329.66		C	\$66,538.46	\$70,934.06	\$76,318.67		C	\$68,351.64	\$72,945.05	\$78,263.73
14	A	\$59,600.00	\$63,850.00	\$68,850.00	14	A	\$61,450.00	\$65,625.00	\$70,700.00	14	A	\$63,100.00	\$67,500.00	\$72,500.00
	B	\$5,894.50	\$6,314.83	\$6,809.33		B	\$6,077.47	\$6,490.38	\$6,992.30		B	\$6,240.65	\$6,675.82	\$7,170.32
	C	\$65,494.50	\$70,164.83	\$75,659.33		C	\$67,527.47	\$72,115.38	\$77,692.30		C	\$69,340.65	\$74,175.82	\$79,670.32
15	A	\$60,500.00	\$64,900.00	\$70,060.00	15	A	\$62,350.00	\$66,700.00	\$71,950.00	15	A	\$64,000.00	\$68,620.00	\$73,780.00
	B	\$5,983.51	\$6,418.67	\$6,929.00		B	\$6,166.48	\$6,596.70	\$7,115.93		B	\$6,329.66	\$6,786.59	\$7,296.92
	C	\$66,483.51	\$71,318.67	\$76,989.00		C	\$68,516.48	\$73,296.70	\$79,065.93		C	\$70,329.66	\$75,406.59	\$81,076.92
16	A	\$61,400.00	\$65,950.00	\$71,270.00	16	A	\$63,250.00	\$67,775.00	\$73,200.00	16	A	\$64,900.00	\$69,740.00	\$75,060.00
	B	\$6,072.52	\$6,522.52	\$7,048.67		B	\$6,255.49	\$6,703.02	\$7,239.55		B	\$6,418.67	\$6,897.36	\$7,423.51
	C	\$67,472.52	\$72,472.52	\$78,318.67		C	\$69,505.49	\$74,478.02	\$80,439.55		C	\$71,318.67	\$76,637.36	\$82,483.51
17	A	\$62,300.00	\$67,000.00	\$72,480.00	17	A	\$64,150.00	\$68,850.00	\$74,450.00	17	A	\$65,800.00	\$70,860.00	\$76,340.00
	B	\$6,161.53	\$6,626.37	\$7,168.34		B	\$6,344.50	\$6,809.33	\$7,363.18		B	\$6,507.69	\$7,008.12	\$7,550.10
	C	\$68,461.53	\$73,626.37	\$79,648.34		C	\$70,494.50	\$75,659.33	\$81,813.18		C	\$72,307.69	\$77,868.12	\$83,890.10
18	A	\$63,200.00	\$68,050.00	\$73,690.00	18	A	\$65,050.00	\$69,925.00	\$75,700.00	18	A	\$66,700.00	\$71,980.00	\$77,620.00
	B	\$6,250.54	\$6,730.21	\$7,288.01		B	\$6,433.51	\$6,915.65	\$7,486.81		B	\$6,596.70	\$7,118.89	\$7,676.70
	C	\$69,450.54	\$74,780.21	\$80,978.01		C	\$71,483.51	\$76,840.65	\$83,186.81		C	\$73,296.70	\$79,098.89	\$85,296.70
19	A	\$64,100.00	\$69,100.00	\$74,900.00	19	A	\$65,950.00	\$71,000.00	\$76,950.00	19	A	\$67,600.00	\$73,100.00	\$78,900.00
	B	\$6,339.55	\$6,834.06	\$7,407.68		B	\$6,522.52	\$7,021.97	\$7,610.43		B	\$6,685.71	\$7,229.66	\$7,803.29
	C	\$70,439.55	\$75,934.06	\$82,307.68		C	\$72,472.52	\$78,021.97	\$84,560.43		C	\$74,285.71	\$80,329.66	\$86,703.29
20	A	\$65,000.00	\$70,150.00	\$76,110.00	20	A	\$66,850.00	\$72,075.00	\$78,200.00	20	A	\$68,500.00	\$74,220.00	\$80,180.00
	B	\$6,428.57	\$6,937.91	\$7,527.36		B	\$6,611.53	\$7,128.29	\$7,734.06		B	\$6,774.72	\$7,340.43	\$7,929.88
	C	\$71,428.57	\$77,087.91	\$83,637.36		C	\$73,461.53	\$79,203.29	\$85,934.06		C	\$75,274.72	\$81,560.43	\$88,109.88
21	A	\$65,900.00	\$71,215.00	\$77,370.00	21	A	\$67,750.00	\$73,200.00	\$79,500.00	21	A	\$69,425.00	\$75,395.00	\$81,520.00
	B	\$6,517.58	\$7,043.23	\$7,651.97		B	\$6,700.54	\$7,239.55	\$7,862.63		B	\$6,866.20	\$7,456.64	\$8,062.41
	C	\$72,417.58	\$78,258.23	\$85,021.97		C	\$74,450.54	\$80,439.55	\$87,362.63		C	\$76,291.20	\$82,851.64	\$89,582.41
22	A	\$66,800.00	\$72,280.00	\$78,630.00	22	A	\$68,650.00	\$74,325.00	\$80,800.00	22	A	\$70,350.00	\$76,570.00	\$82,860.00
	B	\$6,606.59	\$7,148.56	\$7,776.59		B	\$6,789.55	\$7,350.82	\$7,991.20		B	\$6,957.69	\$7,572.85	\$8,194.94
	C	\$73,406.59	\$79,428.56	\$86,406.59		C	\$75,439.55	\$81,675.82	\$88,791.20		C	\$77,307.69	\$84,142.85	\$91,054.94
23	A	\$67,700.00	\$73,345.00	\$79,890.00	23	A	\$69,550.00	\$75,450.00	\$82,100.00	23	A	\$71,275.00	\$77,745.00	\$84,200.00
	B	\$6,695.60	\$7,253.89	\$7,901.20		B	\$6,878.56	\$7,462.08	\$8,119.77		B	\$7,049.17	\$7,689.06	\$8,327.46
	C	\$74,395.60	\$80,598.89	\$87,791.20		C	\$76,428.56	\$82,912.08	\$90,219.77		C	\$78,324.17	\$85,434.06	\$92,527.46
24	A	\$68,600.00	\$74,410.00	\$81,150.00	24	A	\$70,450.00	\$76,575.00	\$83,400.00	24	A	\$72,200.00	\$78,920.00	\$85,540.00
	B	\$6,784.61	\$7,359.22	\$8,025.82		B	\$6,967.58	\$7,573.34	\$8,248.34		B	\$7,140.65	\$7,805.27	\$8,459.99
	C	\$75,384.61	\$81,769.22	\$89,175.82		C	\$77,417.58	\$84,148.34	\$91,648.34		C	\$79,340.65	\$86,725.27	\$93,999.99
25	A	\$69,500.00	\$75,475.00	\$82,410.00	25	A	\$71,350.00	\$77,700.00	\$84,700.00	25	A	\$73,125.00	\$80,095.00	\$86,880.00
	B	\$6,873.62	\$7,464.55	\$8,150.43		B	\$7,056.59	\$7,684.61	\$8,376.91		B	\$7,232.14	\$7,921.48	\$8,592.52
	C	\$76,373.62	\$82,939.55	\$90,560.43		C	\$78,406.59	\$85,384.61	\$93,076.91		C	\$80,357.14	\$88,016.48	\$95,472.52
26	A	\$70,400.00	\$76,540.00	\$83,670.00	26	A	\$72,250.00	\$78,825.00	\$86,000.00	26	A	\$74,050.00	\$81,270.00	\$88,220.00
	B	\$6,962.63	\$7,569.88	\$8,275.05		B	\$7,145.60	\$7,795.87	\$8,505.49		B	\$7,323.62	\$8,037.68	\$8,725.05
	C	\$77,362.63	\$84,109.88	\$91,945.05		C	\$79,395.60	\$86,620.87	\$94,505.49		C	\$81,373.62	\$89,307.68	\$96,945.05
27	A	\$71,300.00	\$77,605.00	\$84,930.00	27	A	\$73,150.00	\$79,950.00	\$87,300.00	27	A	\$74,975.00	\$82,445.00	\$89,560.00
	B	\$7,051.64	\$7,675.21	\$8,399.66		B	\$7,234.61	\$7,907.13	\$8,634.06		B	\$7,415.10	\$8,153.89	\$8,857.57
	C	\$78,351.64	\$85,280.21	\$93,329.66		C	\$80,384.61	\$87,857.13	\$95,934.06		C	\$82,390.10	\$90,598.89	\$98,417.57

28	A	\$72,200.00	\$78,670.00	\$86,190.00	28	A	\$74,050.00	\$81,075.00	\$88,600.00	28	A	\$75,900.00	\$83,620.00	\$90,900.00
	B	\$7,140.65	\$7,780.54	\$8,524.28		B	\$7,323.62	\$8,018.40	\$8,762.63		B	\$7,506.59	\$8,270.10	\$8,990.10
	C	\$79,340.65	\$86,450.54	\$94,714.28		C	\$81,373.62	\$89,093.40	\$97,362.63		C	\$83,406.59	\$91,890.10	\$99,890.10
29	A	\$73,100.00	\$79,735.00	\$87,450.00	29	A	\$74,950.00	\$82,200.00	\$89,900.00	29	A	\$76,825.00	\$84,795.00	\$92,240.00
	B	\$7,229.66	\$7,885.87	\$8,648.89		B	\$7,412.63	\$8,129.66	\$8,891.20		B	\$7,598.07	\$8,386.31	\$9,122.63
	C	\$80,329.66	\$87,620.87	\$96,098.89		C	\$82,362.63	\$90,329.66	\$98,791.20		C	\$84,423.07	\$93,181.31	\$101,362.63
30	A	\$74,000.00	\$80,800.00	\$88,710.00	30	A	\$75,850.00	\$83,325.00	\$91,200.00	30	A	\$77,750.00	\$85,970.00	\$93,580.00
	B	\$7,318.67	\$7,991.20	\$8,773.51		B	\$7,501.64	\$8,240.93	\$9,019.77		B	\$7,689.55	\$8,502.52	\$9,255.16
	C	\$81,318.67	\$88,791.20	\$97,483.51		C	\$83,351.64	\$91,565.93	\$100,219.77		C	\$85,439.55	\$94,472.52	\$102,835.16
31	A	\$74,900.00	\$81,865.00	\$89,970.00	31	A	\$76,750.00	\$84,450.00	\$92,500.00	31	A	\$78,675.00	\$87,145.00	\$94,920.00
	B	\$7,407.68	\$8,096.53	\$8,898.12		B	\$7,590.65	\$8,352.19	\$9,148.34		B	\$7,781.04	\$8,618.73	\$9,387.68
	C	\$82,307.68	\$89,961.53	\$98,868.12		C	\$84,340.65	\$92,802.19	\$101,648.34		C	\$86,456.04	\$95,763.73	\$104,307.68
32	A	\$75,800.00	\$82,930.00	\$91,230.00	32	A	\$77,650.00	\$85,575.00	\$93,800.00	32	A	\$79,600.00	\$88,320.00	\$96,260.00
	B	\$7,496.70	\$8,201.86	\$9,022.74		B	\$7,679.66	\$8,463.45	\$9,276.91		B	\$7,872.52	\$8,734.94	\$9,520.21
	C	\$83,296.70	\$91,131.86	\$100,252.74		C	\$85,329.66	\$94,038.45	\$103,076.91		C	\$87,472.52	\$97,054.94	\$105,780.21
33	A	\$76,700.00	\$83,995.00	\$92,490.00	33	A	\$78,550.00	\$86,700.00	\$95,100.00	33	A	\$80,525.00	\$89,495.00	\$97,600.00
	B	\$7,585.71	\$8,307.19	\$9,147.35		B	\$7,768.67	\$8,574.72	\$9,405.49		B	\$7,964.00	\$8,851.14	\$9,652.74
	C	\$84,285.71	\$92,302.19	\$101,637.35		C	\$86,318.67	\$95,274.72	\$104,505.49		C	\$88,489.00	\$98,346.14	\$107,252.74
34	A	\$77,600.00	\$85,060.00	\$93,750.00	34	A	\$79,450.00	\$87,825.00	\$96,400.00	34	A	\$81,450.00	\$90,670.00	\$98,940.00
	B	\$7,674.72	\$8,412.52	\$9,271.97		B	\$7,857.68	\$8,685.98	\$9,534.06		B	\$8,055.49	\$8,967.35	\$9,785.26
	C	\$85,274.72	\$93,472.52	\$103,021.97		C	\$87,307.68	\$96,510.98	\$105,934.06		C	\$89,505.49	\$99,637.35	\$108,725.26
35	A	\$78,500.00	\$86,125.00	\$95,010.00	35	A	\$80,350.00	\$88,950.00	\$97,700.00	35	A	\$82,375.00	\$91,845.00	\$100,280.00
	B	\$7,763.73	\$8,517.85	\$9,396.58		B	\$7,946.70	\$8,797.24	\$9,662.63		B	\$8,146.97	\$9,083.56	\$9,917.79
	C	\$86,263.73	\$94,642.85	\$104,406.58		C	\$88,296.70	\$97,747.24	\$107,362.63		C	\$90,521.97	\$100,928.56	\$110,197.79
36	A	\$79,400.00	\$87,190.00	\$96,270.00	36	A	\$81,250.00	\$90,075.00	\$99,000.00	36	A	\$83,300.00	\$93,020.00	\$101,620.00
	B	\$7,852.74	\$8,623.18	\$9,521.20		B	\$8,035.71	\$8,908.51	\$9,791.20		B	\$8,238.45	\$9,199.77	\$10,050.32
	C	\$87,252.74	\$95,813.18	\$105,791.20		C	\$89,285.71	\$98,983.51	\$108,791.20		C	\$91,538.45	\$102,219.77	\$111,670.32

## A. Placement & Experience Credit

Individual salaries under this salary schedule are subject to the following conditions:

1. Teaching experience for salary placement purposes shall be defined as full-time employment in a Pre-K – 12 teaching position in a public school or in a private school recognized by the Illinois State Board of Education (ISBE), where such position required the employee to hold and maintain a Professional Educator License endorsed for the content area assigned.
2. For bargaining unit members who hold a Professional Educator License endorsed for school support personnel, teaching experience shall also include full-time professional experience gained in a private clinical setting, including the fields of Psychology, Speech-Language Pathology, Social Work, and Nursing.
3. The District shall also grant up to a maximum of two (2) years of experience credit for prior military service, provided that the employee presents prior proof such services is determined to be creditable by the Teachers' Retirement System (TRS) and is otherwise eligible for recognition under TRS rules and applicable statutes. New employees licensed under the Career & Technical Educator License filling a position vacancy designated hard to fill by District 61 will receive one step for every two (2) years of relevant experience.
- ~~1. New employees shall be credited with years of outside teaching experience as accepted by the Illinois Teachers' Retirement System, upon employment by the Board. Outside experience may include up to two (2) years of military service, if accepted by the Illinois Teachers' Retirement System. Outside experience shall also include full time years of experience while licensed in the following capacities: school speech language pathologists, school social workers, school psychologists, school nurses or teachers who have taught in non-public school settings. New employees with non-education private industry experience shall receive one step for every five (5) years of relevant experience. Partial years outside the District will not be counted.~~
4. School social workers and speech pathologists employed by the District will be placed on the salary schedule in the MA+32 column. Said employees will receive credit for prior relevant experience for placement on the salary schedule.
5. For teachers hired with experience outside the United States, experience credit shall be awarded only for teaching service performed after the individual obtained credentials equivalent to a Professional Educator License in their home country, or after the individual earned a Bachelor's degree and obtained official teacher licensure. Eligibility for such credit shall be contingent upon satisfactory verification of credentials and prior to employment by the District.
6. A substitute teacher employed by Decatur Public Schools who transitions directed into a professional educator licensed staff position covered by this Agreement, without any break in service, shall receive experience credit on the teacher salary schedule. One (1) year of credit shall be granted for each full school year in which the substitute teacher completed a full TRS-creditable earnings year (a "full school year" is 170 days in any school year) with Decatur Public Schools. Such credit shall be applied upon the employee's initial hire into a certified

teaching position and shall not exceed five (5) total years of substitute service. Eligibility for experience credit is limited exclusively to substitute service that is recognized as creditable by the Teachers' Retirement System (TRS).

7. A Teaching Assistant employed by Decatur Public Schools who obtains teacher certification and transitions directly into a certified teaching position with the district, without any break in service, shall be eligible for experience credit on the teacher salary schedule. Such credit shall be awarded at a ratio of one (1) year of experience credit for each three (3) years of verified Teaching Assistant service with the District. Experience credit granted under this provision shall not exceed ten (10) total years. Eligibility for credit is limited exclusively to verified service performed as a Teaching Assistant with Decatur Public Schools.

~~2.~~

~~3. Licensed school nurses will receive credit for relevant private and District experience for placement on the salary schedule.~~

~~4.8. Employees that complete one hundred thirty six (136) TRS creditable earning days within a school year Professional educator licensed staff with a start date on or before October 1<sup>st</sup> of the school year (or who worked 80% of the full school year) shall receive one (1) full year's credit on the salary schedule. Professional educator licensed staff hired after October 1<sup>st</sup> shall remain on the same step the next school year.-~~

~~5.9. Credit after the Master's degree must be approved by the Superintendent (or designee) before movement is allowable on the schedule.~~

#### 6.10. Retirement Incentive

To be eligible for any of the following plans, an employee must meet the following requirements:

1. Be at least sixty (60) years of age by the last day of service in the District; or
2. Be at least fifty-five (55) years of age with thirty-five (35) years of creditable service as defined by the Illinois Teachers' Retirement System by the last day of service in the District.

~~2.~~

The District may require proof of eligibility.

For purposes of this section, TRS creditable compensation (earnings) is compensation recognized by TRS as salary reporting and retirement purposes no matter whether the employer is the District or any other employer (80 Ill. Admin. Code 1650.450). One can look up creditable earnings on the TRS website.

## **One-Year Plan**

If an eligible employee gives the Board an irrevocable letter of retirement prior to May 1 stating that he/she shall retire at the end of the next school year, the employee will be removed from the salary schedule and for the final year of employment the employee's TRS creditable earnings shall be increased by five and seventy five hundredths percent (5.75%) over the employee's TRS creditable earnings for the prior year of employment. In order to be eligible for this retirement incentive, employees must be employed by the District for the fifteen (15) consecutive years that precede the retirement date.

**Example:** The employee's prior year TRS creditable earnings were \$65,000.00. The employee's final year TRS creditable earnings will be \$68,737.50 (i.e.,  $\$65,000 \times 1.0575 = \$68,737.50$ ).

## **Two-Year Plan**

If an eligible employee gives the Board an irrevocable letter of retirement prior to May 1 two (2) years prior to the year of retirement, the employee will be removed from the salary schedule and for the final two (2) years of employment the employee's TRS creditable earnings shall be increased by five and seventy five hundredths percent (5.75%) over the employee's TRS creditable earnings for the prior years of employment respectively. In order to be eligible for this retirement incentive, employees must be employed by the District for the sixteen (16) consecutive years that precede the retirement date.

**Example:** An employee will retire on June 30, 2028. The employee's TRS creditable earnings for the 2025-2026 school year were \$65,000.00. The employee's TRS creditable earnings for the 2026-2027 school year will be \$68,737.50 (i.e.,  $\$65,000 \times 1.0575 = \$68,737.50$ ). The employee's TRS creditable earnings for the 2027-2028 school year will be \$72,689.91 (i.e.,  $\$68,737.50 \times 1.0575 = \$72,689.91$ ).

~~**Example:** An employee will retire on June 30, 2025. The employee's TRS creditable earnings for the 2022-2023 school year were \$65,000.00. The employee's TRS creditable earnings for the 2023-2024 school year will be \$68,737.50 (i.e.,  $\$65,000 \times 1.0575 = \$68,737.50$ ). The employee's TRS creditable earnings for the 2024-2025 school year will be \$72,689.91 (i.e.,  $\$68,737.50 \times 1.0575 = \$72,689.91$ ).~~

## **Three-Year Plan**

If an eligible employee gives the Board an irrevocable letter of retirement prior to May 1 three (3) years prior to the year of retirement, the employee will be removed from the salary schedule and for the final three (3) years of employment the employee's TRS creditable earnings shall be increased by five and seventy five hundredths percent (5.75%) over the employee's TRS creditable earnings for the prior years of employment respectively. In order to be eligible for this retirement incentive, employees must be employed by the District for the seventeen (17) consecutive years that precede the retirement date.

**Example:** An employee will retire on June 30, 2029. The employee's TRS creditable earnings for the 2025-2026 school year were \$65,000.00. The employee's TRS creditable earnings for the 2026-2027 school year will be \$68,737.50 (i.e.,  $\$65,000 \times 1.0575 = \$68,737.50$ ). The employee's TRS creditable earnings for the 2027-2028 school year will be \$72,689.91 (i.e.,  $\$68,737.50 \times 1.0575 = \$72,689.91$ ). The employee's TRS creditable earnings for the 2028-2029 school year will be \$76,869.64 (i.e.,  $\$72,689.91 \times 1.0575 = \$76,869.64$ ).

~~**Example:** An employee will retire on June 30, 2026. The employee's TRS creditable earnings for the 2022-2023 school year were \$65,000.00. The employee's TRS creditable earnings for the 2023-2024 school year will be \$68,737.50 (i.e.,  $\$65,000 \times 1.0575 = \$68,737.50$ ). The employee's TRS creditable earnings for the 2024-2025 school year will be \$72,689.91 (i.e.,  $\$68,737.50 \times 1.0575 = \$72,689.91$ ). The employee's TRS creditable earnings for the 2025-2026 school year will be \$76,869.64 (i.e.,  $\$72,689.91 \times 1.0575 = \$76,869.64$ ).~~

### **Four-Year Plan**

If an eligible employee gives the Board an irrevocable letter of retirement prior to May 1, four (4) years prior to the year of retirement, the employee will be removed from the salary schedule and for the final four (4) years of employment the employee's TRS creditable earnings shall be increased by five and seventy five hundredths percent (5.75%) over the employee's TRS creditable earnings for the prior years of employment respectively. In order to be eligible for this retirement incentive, employees must be employed by the District for the eighteen (18) consecutive years that precede the retirement date.

In addition, if a letter of retirement is received by May 1 prior to the final four years, and the employee has accumulated seventy-five (75) sick leave days, the employee's accumulated sick leave will immediately be increased to a total of 340 days of accumulated sick leave.

**Example:** An employee will retire on June 30, 2030. The employee's TRS creditable earnings for the 2025-2026 school year were \$65,000.00. The employee's TRS creditable earnings for the 2026-2027 school year will be \$68,737.50 (i.e.,  $\$65,000 \times 1.0575 = \$68,737.50$ ). The employee's TRS creditable earnings for the 2027-2028 school year will be \$72,689.91 (i.e.,  $\$68,737.50 \times 1.0575 = \$72,689.91$ ). The employee's TRS creditable earnings for the 2028-2029 school year will be \$76,869.64 (i.e.,  $\$72,689.91 \times 1.0575 = \$76,869.64$ ). The employee's TRS creditable earnings for the 2029-2030 school year will be \$81,289.65 (i.e.,  $\$76,869.64 \times 1.0575 = \$81,289.65$ ).

~~**Example:** An employee will retire on June 30, 2027. The employee's TRS creditable earnings for the 2022-2023 school year were \$65,000.00. The employee's TRS creditable earnings for the 2023-2024 school year will be \$68,737.50 (i.e.,  $\$65,000 \times 1.0575 = \$68,737.50$ ). The employee's TRS creditable earnings for the 2024-2025 school year will be \$72,689.91 (i.e.,  $\$68,737.50 \times 1.0575 = \$72,689.91$ ). The employee's TRS creditable earnings for the 2025-2026 school year will be \$76,869.64 (i.e.,  $\$72,689.91 \times 1.0575 = \$76,869.64$ ). The employee's TRS creditable earnings for the 2026-2027 school year will be \$81,289.65 (i.e.,  $\$76,869.64 \times 1.0575 = \$81,289.65$ ).~~

For purposes of payment of the 5.75% incentive, beginning with letters submitted by May 1, 20226, the payment will be paid in the following manner:

Five and seventy-five hundredths percent (5.75%) will be added to the previous year's creditable earnings, as described above, and paid in installments as selected by the employee throughout the school year commencing at the beginning of each school year.

While we acknowledge that there may be penalties paid to TRS from time to time, it is the goal of the Association and the District to reduce as much as possible the penalties paid to TRS when an employee is paid more than 105.75% of his/her previous year's creditable earnings. In order to meet that goal, compensation made to the employee for anything that is above and beyond the previous year's salary will be reduced from the final paycheck.

Furthermore, the list of those employees that are in the incentive program will be shared with Principals, Athletic Directors, Association Representatives, Director of Macon-Piatt Special Education Department and other relevant departments and administrators. The purpose of sharing this information is purely informational to make every effort to avoid paying compensation above the 5.75% incentive. Members of the Association that have received the list shall not suffer any discipline should an overpayment occur.

No later than August 25<sup>th</sup> of each year, the District will send notification of all TRS creditable earnings (itemized list) used to calculate the 5.75% incentive for the following year to each retiring employee.

Once a retirement letter is submitted, the employee (including employees from Macon-Piatt) will not be assigned an additional District Schedule B duty or a TRS reportable duty not currently being performed without the consent of the employee. Should the employee accept an additional Schedule B duty or a TRS reportable duty not currently being performed, such assignment shall be unpaid or deducted from the 5.75% incentive.

If an employee ceases to perform an extra duty assignment after a retirement letter is submitted, the employee's creditable earnings will be reduced by the portion that would have been paid for that duty, which consists of the last year's earnings for that duty plus 5.75% for that duty.

For example: If an employee ceases to perform an extra duty assignment in his or her final year of employment for which he or she was paid \$2,000.00 (TRS Creditable Earnings) in the previous year, the teacher's final year creditable earnings shall be reduced by \$2,060 (\$2,000 plus 5.75%).

In the event an employee has submitted his/her timely irrevocable letter of retirement but fails to meet the eligibility requirements because of illness or life changing circumstances, the Board in its sole discretion may allow the employee to rescind his/her letter of retirement, provided the employee returns to the Board any TRS creditable earnings paid to the employee in excess of the amount the employee would otherwise have received under the salary schedule for such year(s) in which the creditable earnings were paid.

The parties agree that if legislation is enacted and/or administrative rules are adopted during the life of this Agreement that result in a greater cost to the District than the costs generated by this Agreement, the provisions relating to such benefits shall be suspended and the parties will

meet within thirty (30) days of the passage of the legislation/administrative rules to renegotiate said provisions.

A. Salary Adjustments

1. When an employee earns a degree or earns sufficient semester hours to move from one (1) salary schedule to another, adjustments on the salary schedule shall take place at the beginning of the ensuing semester. Full credit for teaching experience shall be given when adjustments are made. An official transcript of college credit and an application for adjustment must be filed with the Board to receive an adjustment. Transcripts must be in the office of the Director of Human Resources by October 1 and by February 1 for the change in salary to become effective for the respective semester.
2. An employee that takes a day off immediately prior to or following a holiday or vacation shall lose pay for the day of absence, but not for the holiday or vacation day. The deduction for any absence shall be at the rate of 1/180 of the employee's contract rate for each day of absence.

Employees that are unable to complete the school year and employees newly employed during the school year will receive compensation in proportion to that part of the school year that the employee is employed. The adjustment will be at the rate of 1/180 of the employee's annual rate for each school day.

B. Tuition Reimbursement

Any full-time, regularly employed member of the bargaining unit employed in a position requiring professional licensure (teacher, social worker, counselor, other similar job titles, e.g.) may apply for tuition reimbursement. Approval shall be on a first-applied, first-approved basis, subject to the availability of funds in the annual tuition reimbursement pool described below, until the pool designated in the last paragraph below is exhausted annually. If the pool is not fully depleted in any given year (July 1 to June 30), the fund will revert to a zero balance.

The tuition reimbursement pool shall be capped at Eighty Thousand Dollars (\$80,000) per fiscal year (July 1 through June 30). Once the annual pool is exhausted, no further reimbursements shall be approved for that fiscal year. Any funds remaining in the pool at the end of a fiscal year shall revert to a zero balance and shall not carry over to the subsequent year.

To be eligible to receive reimbursement, the applicant shall:

1. Apply using the Association Tuition Reimbursement Form to the Superintendent or designee not later than September 1 for the fall term classes, not later than February 1 for spring term classes and not later than June 1 for summer term classes in any school year. The Superintendent or designee shall promptly approve or deny requests.
2. Demonstrate enrollment in the applicant's first master's degree program (no applicant shall receive a grant to obtain a second master's or any other licensure or degree) at an institution of

higher education, which has been approved by the Director of Human Resources and the Association President.

3. Demonstrate completion of the course work previously approved by the Superintendent or designee by submitting an official transcript/grade card showing the course work successfully completed with a grade of B or better.

If the above conditions are met, an applicant approved for reimbursement shall receive an amount not to exceed cost of tuition or a maximum of ~~\$1,500~~ \$400 per credit hour (to a total of 2 classes at 3 credit hours each) up to the capped responsibility of the pool to be funded by the Board per academic year. ~~per academic year.~~ This reimbursement shall be non-taxable in accordance with the Internal Revenue Code.

Any employee who receives reimbursement hereunder and who resigns or retires from the district within two (2) calendar years of receipt of such funds shall reimburse the district for the amount they received.

Any of the above requirements may be waived at the discretion of the Superintendent and upon approval of the Association. The employer shall be obligated to fund the pool of ~~\$80,000~~\$40,000 each year. Funds will be expended from the pool in the order members of the bargaining unit apply and are approved. Approvals or denials shall be delivered to each applicant in the same order as requests are made.

4. The district shall reimburse 100% of the associated tuition cost for courses specifically required to obtain a content area related Master's Degree as required to actively teach dual credit courses (up to \$5,250 IRS non-taxable benefit per year). The associated tuition reimbursement shall be treated as a non-taxable benefit if allowed by the District's Educational Assistance Plan and if allowed by the Internal Revenue Service Code.

Instructors who perform dual teaching credit classes at one of the District's high schools, shall be provided an academic Schedule B payment in the amount of five hundred (\$500) per credit hour of classroom instruction provided.

#### C. Membership to Professional Organizations

Any full-time, regularly employed member of the bargaining unit employed in a position requiring professional licensure (e.g. teacher, speech-language pathologist, social worker, school psychologist, school nurse) may apply for membership reimbursement in a professional organization. Reimbursement shall be limited to one (1) professional organization membership per member per year. Reimbursement is limited to \$250 per member per year. To be eligible to receive reimbursement, the applicant shall:

1. Demonstrate the professional organization is relevant to the employee's current assignment (shall not include union dues or fees);
2. Provide the relevant professional organization membership form with the application for reimbursement, along with proof of payment.

D. Payroll Procedures

1. Direct Deposit: Employees shall be paid by direct deposit of their pay into the banking institution of their choice; it must have a routing number and an account number. Pay days shall be on a bi-weekly basis.
2. All employees will be paid on a twelve (12) month basis. Employees shall have the option of year-round, bi-weekly pay (26 pays) or academic year bi-weekly pay with lump sum balance at the end of the academic year. Employees whose positions are wholly or partially funded by grants must take academic year bi-weekly pay with lump sum balance at the end of the academic year. Employees desiring to be paid on a twelve (12) month (20 pay) basis or year-round (26 pays) basis will have their contractual salaries divided by the work year (currently 180 days), or work year as actually worked by the employee, if less than 180 days, for determining the gross daily pay. The gross pay during any pay period will be calculated on twenty-six (26) pays. Any balance (lump sum) in the Board's contractual salary commitment to an employee on the twelve (12) month option shall be paid on the last check covering the school year.
3. A deduction will be made from the salary of each employee as the employee's contribution to the Illinois Teachers' Retirement System. The amount to be deducted, presently nine percent (9%), will be in accordance with the state law which requires this contribution. There is a deduction for income tax on each salary payment to meet the terms of the Federal Withholding Tax and Illinois Withholding Tax. The amount of this deduction is determined by the salary and by the classification on the employees' Withholding Exemption Certificate.
4. Employees required to drive personal automobiles in the course of their employment or otherwise using their automobiles in service to the District shall be reimbursed at the current IRS mileage rate. Claims shall be made on a form provided by the Board. Claims shall be made and paid monthly.
5. Request for initiation and/or termination of annuity programs must be submitted in writing to the Business Office. Payroll deductions for annuities will be deducted in equal installments.
6. Retroactive deductions cannot be considered.

E. The rate of pay for employees on extended contracts shall be as stated in this Agreement for duties performed starting August 10, ~~2022-2026~~ – midnight the day prior to the start of the ~~20262029-2027-2030~~ school year.

F. Contributions to Teacher Retirement

According to authority granted by the Pension Reform Act of 1974, Section 414(h) (2) of the Internal Revenue Code, the Board agrees to:

1. Forward to the Illinois Teachers' Retirement System the amount equaling nine percent (9%) of each employee's salary on salary schedule for each employee employed on a full-time basis.
  2. Report as gross income to the Internal Revenue Service the amounts shown on the Salary Schedule, which excludes the applicable nine percent (9%) to the Illinois Teachers' Retirement System, plus any additional compensation paid to the employee, such as compensation under Schedule B, Summer School, and other authorized payments.
  3. Consider as excludable income the applicable nine percent (9%) contribution or prorate amount for less than full-time employees, to the Illinois Teachers' Retirement System.
  4. Report as creditable earnings to the Illinois Teachers' Retirement System the amounts shown on Salary Schedule plus any additional compensation paid to the employee which qualified such as compensation earned under Schedule B.
- G. Employees that teach Saturday classes and other special classes which are held after the close of the regular school day shall be paid in accordance with the summer school rate as set forth in Article XV.
- H. Employees shall be paid in accordance with the summer school rate as set forth in Article XV for Action Group and Task Force work deemed compensable by the District.
- I. Compensation for additional days on extended contracts shall be calculated at the per diem rate of one hundred percent (100%) of the contract rate. School psychologists employed during the summer for special education testing will be paid the summer school rate found in Article XV, paragraph B.

**SCHEDULE B**  
**COMPENSATION FOR SPECIAL ASSIGNMENTS**

**Salary Schedule B Compensation Schedule**

Schedule B Position	Years 1 - 3	Years 4 +	Schedule B Position	Years 1 - 3	Years 4 +
<b>ELEMENTARY ATHLETIC</b>			<b>ELEMENTARY NON-ATHLETIC</b>		
Basketball (Boys/Girls)	\$1,200	\$1,500	Extra-Curricular Student Club*	\$500	\$750
Cross Country	\$900	\$1,200	*limit number to 6 per building/must meet criteria/approved by building administrator; buildings may exceed 6 if grant or foundation paid		
Volleyball	\$1,200	\$1,500	Student Council	\$500	\$750
Track and Field	\$900	\$1,200			
Wrestling	\$1,200	\$1,500			
Baseball/Softball	\$900	\$1,200			
Poms/Cheer/Dance	\$1,200	\$1,500			

MIDDLE SCHOOL ATHLETIC	Years 1 - 3	Years 4 +	MIDDLE SCHOOL NON-ATHLETIC	Years 1 - 3	Years 4 +
Athletic Director (increased by \$500 at 4+ years)	\$5,000 (with 2 AD preps); \$7,000 (with 1 AD prep); \$9,000 (with no AD prep)		Department Heads (Math, Science, Social Studies, PE/Health, Special Ed, ELA, Encore, ELL, Fine Arts)	\$2,000	\$2,500
Boys Basketball (2)	\$2,500	\$3,000	K-8 Department Head	\$2,000	\$2,500
Girls Basketball (2)	\$2,500	\$3,000	Band*	\$2,000	\$2,500
Cross Country	\$1,500	\$2,000	Vocal*	\$2,000	\$2,500
Cheerleading	\$1,500	\$2,000	Orchestra*	\$2,000	\$2,500
Soccer	\$1,500	\$2,000	*Stipend for band, vocal and orch includes a minimum of 3 performances during the school year and includes any competition events		
Track and Field (2)	\$1,750	\$2,250	Scholastic Bowl	\$1,000	\$1,500
Volleyball (2)	\$2,500	\$3,000	Yearbook/Media/Newsletter	\$1,000	\$1,500
Baseball	\$2,000	\$2,500	Student Council	\$1,000	\$1,500
Ass't Baseball	\$1,250	\$1,500	Drama (per production)	\$750	\$750
Softball	\$2,000	\$2,500	Extra-Curricular Student Club*	\$500	\$750
Ass't Softball	\$1,250	\$1,500	*limit number to 3 per building/must meet criteria/approved by building administrator; buildings may exceed 3 if grant or foundation paid		

Wrestling	\$2,500	\$3,000	<b>Schedule B Position</b>	<b>Years 1 - 3</b>	<b>Years 4 +</b>
Poms/Dance/Flags	\$1,500	\$2,000	<b>DISTRICT NON-ATHLETIC</b>		
			ELL Coordinator	\$4,000	\$5,000
			District PE Curricular Dept Head	\$2,000	\$2,500
			Career Pathways (FLL, Rube Goldberg, STEM, 4H/Ag, Etc)	\$1,000	\$1,000
			School Behavior Support Coach	\$750	\$750
			Nurses Extended Days (4 days) - MANDATORY	\$1,250	\$1,250
			School Psychologist Educational Stipend	\$5,000	\$5,000
			Social Worker Educational Stipend	\$5,000	\$5,000
			Speech Pathologist Educational Stipend	\$5,000	\$5,000
			Dual Credit Class (per credit hour)	\$500	\$500

## SCHEDULE B

### COMPENSATION FOR SPECIAL ASSIGNMENTS

#### Salary Schedule B Compensation Schedule

Schedule B Position	Years 1 - 3	Years 4 +	Schedule B Position	Years 1 - 3	Years 4 +
<b>HIGH SCHOOL ATHLETIC</b>			<b>HIGH SCHOOL NON-ATHLETIC</b>		
Athletic Director	\$9,000	\$9,500	Band Director (March/Sym/Pep)*	\$5,000	\$5,500
Baseball	\$4,000	\$4,500	(Additional \$400 each parade - up to 3 per year)		
			Assistant Band Director	\$1,000	\$1,500
Softball	\$4,000	\$4,500	Vocal*	\$3,000	\$3,500
JV Baseball	\$2,500	\$3,000	Orchestra*	\$3,000	\$3,500
JV Softball	\$2,500	\$3,000	*Stipend for band, vocal and orch includes a minimum of 3 performances during the school year and includes any competition events		
Bowling	\$2,000	\$2,500	Department Heads (Math, Social Studies, Science, PE, Special Ed (2), ELA, Encore, Drivers Ed), Alt Ed, Counselor)	\$2,500	\$3,000
Cheerleading	\$4,000	\$4,500	Scholastic Bowl (competition required)	\$1,500	\$2,000
Assistant Cheerleading	\$1,000	\$1,500	Extra-Curricular Student Club*	\$500	\$750

			*limit number to 6 per building/must meet criteria/approved by building administrator; buildings may exceed 3 if grant or foundation paid		
Cross Country	\$4,000	\$4,500	Yearbook/Media/Newsletter	\$1,500	\$2,000
Head Football	\$7,000	\$7,500	(Must include after school activities)		
Assistant Football (5)*	\$3,500	\$4,000	Freshman Class Advisor	\$1,000	\$1,500
Head Basketball	\$7,000	\$7,500	Sophomore Class Advisor	\$1,000	\$1,500
Assistant Basketball (3)	\$3,500	\$4,000	Junior Class Advisor	\$1,750	\$2,250
Golf (2)	\$2,000	\$2,500	Senior Class Advisor	\$1,750	\$2,250
Head Soccer (2)	\$3,500	\$4,000	National Honor Society	\$2,000	\$2,500
Assistant Soccer (2)	\$2,000	\$2,500	Student Council (Government)	\$2,500	\$3,000
Tennis (2)	\$3,000	\$3,500	Color Guard/Flags	\$1,000	\$1,500
Head Volleyball	\$4,000	\$4,500	(Additional \$400 each parade - up to 3 per year)		
Ass't Volleyball (2)	\$2,500	\$3,000	Musical*	\$3,000	\$3,500
Head Wrestling	\$4,000	\$4,500	Drama*	\$2,000	\$2,500
Assistant Wrestling	\$2,500	\$3,000	*Per production, practices and performances outside the school day		
Track and Field (2)	\$4,000	\$4,500	Ass't Musical/Drama (2) – (i.e. Choral, Pit director, Music Director)*	\$500	\$750
Ass't Track and Field (2)	\$2,500	\$3,000	*Per production, practices and performances outside the school day		
Bass Fishing	\$2,000	\$2,500	Talent Show*	\$1,250	\$1,250
E-Sports/Gamers Club (competition required)	\$3,000	\$3,500	*Per production, practices and performances outside the school day		
			Counselors Extended Days (8 days) - MANDATORY	\$2,500	\$2,500

\*Additional positions granted per student participation

### Schedule B Hiring, Evaluation & Compensation

#### Salary:

The dollar amount for Schedule B compensation shall be added to the salary the employee will receive for their salary schedule amount. The dollar amount will cover responsibilities over and above salary schedule assignments. Schedule B assignments will be conducted outside the professional day. Placement on Schedule B other than step 1 will be based on prior, relevant experience. Placement shall be at the recommendation of the immediate supervisor with the approval of the Director of Human Resources or designee.

Release time will be given to all athletic directors during the professional day. Middle school athletic directors have three (3) options for release time. A \$9,000 stipend with no release time, a \$7,000

stipend with one period release time for duties, or a \$5,000 stipend and two periods of release time to perform AD duties. The number of planning periods will be determined collaboratively between the employee and administrator.

#### Hiring:

All Schedule B positions shall be a one year contract with the option to rehire if the employee performs his/her duty with the minimum of a satisfactory evaluation. ~~An evaluation tool will be created jointly by the Schedule B Committee. The evaluation tool shall be submitted to the Board and Association for approval prior to implementation of the new tool. All athletic directors will give input and assist the building administration in the evaluation of coaches.~~

Administration will create job descriptions for each Schedule B position with criteria for hire.

Athletic directors will be on interview teams when hiring Schedule B athletic positions.

To be an athletic director, the employee must be assigned to the same building in which the employee is hired as the athletic director.

#### Evaluation:

An evaluation toll will be created jointly by the Schedule B Committee. The evaluation tool shall be submitted to the Board and Association for approval prior to implementation of the new tool.

Evaluations for the Middle School and High School Schedule B Coaching positions shall be completed by the building principal with input from the Athletic Director.

Evaluations for Elementary Schedule B Coaching positions shall be completed by the building principal with input from the District Athletic Coordinator.

Evaluations will be completed no later than two weeks following the final contest of the season. Employees will be deemed “dismissed” from employment in a coaching position effective as of the last date of the season without further reasonable expectation of continued employment in that coaching position.

~~Release time will be given to all athletic directors during the professional day. Middle school athletic directors have three (3) options for release time. A \$9000 stipend with no release time, a \$7000 stipend with one period release time for duties, or a \$5000 stipend and two periods of release time to perform AD duties. The number of planning periods will be determined collaboratively between the employee and administrator.~~

### SCHEDULE B COMMITTEE

The Schedule B Committee will meet a minimum of three (3) times per year. The Committee will consist of an Association representative from each level (elementary, middle, high school, K-8) chosen

by the DEA and central office administration. The number of administration members shall not exceed the number of Association members.

If the Committee meets during the employee work day, the Association representatives shall be given release time from their assigned duties.

The Committee will make recommendations regarding creation, deletions, additions and/or modifications to Schedule B positions. All recommendations will be submitted to the Board and the DEA Board of Directors for approval.

## EXTRA-CURRICULAR STUDENT CLUBS

K-8 buildings will be allotted up to six (6) elementary extracurricular student club positions per building. K-8 buildings will also be allotted up to three (3) middle school extra-curricular student clubs.

All Extra-Curricular Student Clubs listed in Elementary, Middle School, and High School must be approved by the building administrator and association representative and meet the following criteria:

1. Minimum of 10 students involved
2. Meetings occur outside the school day
3. Minimum of 10 meetings per school year
4. Minimum of 20 hours met per school year
5. Purpose of activity
6. Description of the activity

### Schedule B – Coaching Assignments

#### Consolidation of Teams and Coaching Appointments

In the event that athletic teams are consolidated across schools or programs, all coaching positions associated with the consolidated team(s) shall be considered vacant for hiring purposes at the end of the season preceding the season in which consolidation of positions takes effect. Employees will be deemed “dismissed” from employment in a coaching position effective as of the last date of the season without further reasonable expectation of continued employment in that coaching position.

All current coaches whose positions are affected by consolidation may reapply for available coaching positions. Coaching appointments following consolidation shall be made based on qualifications, experience, program needs, and overall suitability for the position. Appointments shall not be determined by employee seniority nor by the number or proportion of participating student-athletes from any coach’s home school.

The District retains discretion to determine the number of coaching positions assigned to each consolidated team. The number of Head Coach and Assistant Coach positions shall be based on participation levels, program structure, safety considerations, and operational needs, and may be adjusted annually or seasonally as participation numbers change.

The assignment of coaching positions following consolidation is not guaranteed for any previous position holder.

## MOU-Contract Monitoring Committee

The board of education and association have agreed to form a contract monitoring committee for the purpose of contract management and oversight. The committee will be responsible for quarterly review of recently implemented language and consideration of new issues. This committee has the authority to enter into memoranda of understanding during the term of the contract. Issues are brought to this committee by mutual agreement of the parties. The intent of the parties is the committee will consider only jointly agreed upon new issues and not contract reopeners.

The committee will be comprised of equal number of representatives from both parties to be assigned by each party. The expectation will be that the members of the most recent IBB team will continue to serve through the duration of the contract. The committee will have co-chairs appointed by the Superintendent and President of the Association.

The committee will jointly apprise affected parties of any memoranda of understanding.

The Board of Education of Decatur Public Schools District #61 (the “Board”) and Decatur Education Association (“DEA”) recognize the outdated nature of Schedule B and desire to make changes to the Schedule. The parties desire to create a workgroup to accomplish the goal.

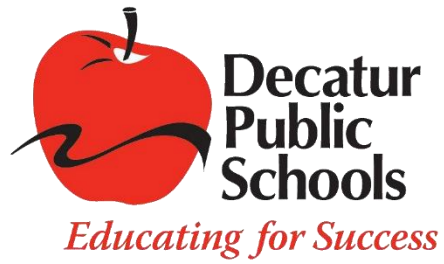
The workgroup will be tasked with presenting options for a potential Memorandum of Understanding regarding these matters. The following stipulations apply to the ~~workgroup~~workgroup and the expected work product:

- Each party shall provide their own representatives to the workgroup without input from the other party.
- Each party shall name no more than four (4) members to the workgroup.
- The proposed MOU, if one is agreed by the committee, on the topics shall be provided to the Board and DEA Executives no later than November 15, 2026.
- The Board and DEA shall provide any ~~questions~~questions or feedback no later than December 1, 2026.
- The workgroup shall address any questions or requested changes and provide a final proposal no later than December 15, 2026 to the Board and DEA Executives.
- The Board and DEA shall take action to accept and ratify the MOU, if any, or reject the MOU, if any, no later than January 31, 20276.

It is understood that the parties are free to accept or reject any proposed MOU which the workgroup provides for consideration. Any rejection by either party shall simply maintain ~~current~~current contract language regarding these topics as ratified in the CBA.

All other issues unsigned hereby dropped[PA2].





AGREEMENT BETWEEN

THE BOARD OF EDUCATION

DECATUR PUBLIC SCHOOL DISTRICT NO. 61

AND

THE DECATUR EDUCATION ASSOCIATION

2026 - 2029



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ARTICLE I  
OBJECTIVES OF THE AGREEMENT

- A. This Agreement, developed and agreed to by the Board of Education for Decatur School District No. 61, Decatur, Illinois, hereinafter referred to as the "Board," and The Decatur Education Association, which is affiliated with IEA-NEA, hereinafter referred to as the "Association," establishes an orderly procedure for negotiating and resolving differences between the Board and the Association, and specifies the rights and responsibilities of both parties, including working conditions, fringe benefits and wages in return for services.
- B. Although educational programs and management prerogatives are not negotiable items and are not included in this Agreement, it is recognized that these are matters of concern to members of the bargaining unit; and the Board encourages the Association to recommend for Board consideration any proposed changes in the policies and administrative regulations of the Board that the Association deems important in achieving the educational objectives of the School District (hereinafter referred to as "District").
- C. Any revisions of this Agreement shall be in accordance with Article III, "Negotiation Procedures."

INCREASED AWARENESS AND QUALITY IMPLEMENTATION OF  
AGREEMENT LANGUAGE  
MEETINGS

- A. A joint presentation of the new Agreement will be held for the Board, the Association Board of Directors and all central office administrators the first school year the new Agreement is adopted.
- B. A joint presentation of the new Agreement will be held for all certificated employees at the beginning of the first school year the new Agreement is adopted.
- C. A joint presentation of the new Agreement will be held for all administrators of the districts within the Macon-Piatt Special Education District at the beginning of the first school year the new Agreement is adopted.
- D. A joint presentation of the new Agreement will be held for the Association Representatives (ARs), building administrators and special education administrators.
- E. A joint presentation of the new Agreement will be held during each new employee orientation.
- F. Joint training/Agreement clarification for building administrators and Association Representatives (ARs) will be available upon request throughout the school year. Joint presentations will be made at the request of the building administrators or the AR.

- G. An end of the year grievance review will be held annually by representatives of the Association and the District(s) to review the grievances filed during that Agreement year.

## DOCUMENTS

- A. Records of agreements reached after Agreement ratification will be published to all affected parties.
- B. It is the goal of all the members of the Association to ensure all language included in the Agreement is clear and concise.

## ARTICLE II

### RECOGNITION AND INDIVIDUAL RIGHTS

- A. The Board recognizes the Association as the sole and exclusive representative for all regularly employed certificated employees (teachers, school nurses, speech/language pathologists, psychologists, social workers, counselors, librarians/instructional material center consultants, department chairpersons, curriculum coordinators, consultants who spend less than fifty percent (50%) of their time in administrative duties, and teachers employed by the Macon-Piatt Special Education District, and other such positions, similar in function and role) hereinafter referred to as "employees." Those not included in the bargaining unit are the Superintendent, Assistant Superintendent(s), Administrative Assistant, all central administrative directors, supervisors, coordinators and consultants, principals, assistant principals, deans, substitute teachers, teaching assistants, and such other positions, similar in function and role, as may be created by the Board from time to time.
- B. The Board may establish such temporary positions as it deems necessary in order to accomplish the educational objectives of the District. The Board and the Association agree that any employee assigned to a temporary position outside the bargaining unit shall, upon completion of the temporary assignment, have the right to return to a position within the bargaining unit without loss of benefits.
- C. The term "days" when used in this Agreement shall, except where otherwise indicated, mean employee working days.
- D. Both the Board and the Association recognize that each employee has the right to join or not to join any organization for his/her professional or economic improvement.
- E. The Board agrees not to enter into contract negotiations with any individual, group, or organization of employees covered by this Agreement, other than its duly elected representatives, for the duration of this Agreement. Nothing herein shall preclude individuals or other organizations from presenting their views and recommendations to the Board or administrative staff at any time.
- F. All benefits, rights and responsibilities provided by this Agreement shall apply equally to all employees covered by this Agreement.

ARTICLE III  
NEGOTIATION PROCEDURES

A. Procedure

1. The parties shall conduct negotiations pursuant to the Illinois Educational Labor Relations Act and its Rules and Regulations as from time to time amended.
2. Each party to negotiations shall select its negotiation representatives, provided, however, that the Board shall not select an employee as herein defined, as its representative, and the Association shall not select any individual employed by the Board unless such individual is an employee as herein defined. In addition to the negotiating representatives, both the Board and the Association may have in attendance at negotiation sessions one (1) nonparticipating person to act as a recorder of the negotiation discussions and a maximum of three (3) observers.

The Association observers will be employees as herein defined, and the Board observers will be administrative personnel and/or Board members. Any observer not provided for in this section shall be permitted to attend negotiating sessions, only if, both the Association and the Board teams mutually agree on such attendance.

3. The size of the respective negotiating teams will be determined by agreement of a representative from the Board and a representative from the Association within thirty (30) calendar days of the receipt by either party of a demand to bargain. No substantive bargaining will occur until such agreement is reached.

B. Assistance

The Board agrees that the Superintendent's office will, upon reasonable request, furnish the Association's Collective Bargaining Committee all readily available pertinent information concerning the financial resources of the District, including the tentative line budget at the time it is ready for the Board and preliminary budgetary proposals, requirements and allocations, and such other readily available and pertinent information as will assist the Association in developing intelligent, accurate and constructive proposals on behalf of the employees. Nothing herein shall require the administrative staff to research and assemble information.

ARTICLE IV  
RIGHTS AND RESPONSIBILITIES

A. The Board

1. The Board shall continually seek to provide a quality educational program, seeking improvement in teaching methods, in instructional tools, in professional standards of excellence, in efficiency of operation and in employee morale.

2. An instructional materials needs assessment will be conducted annually in each building. Building administration shall create and distribute a list of necessary instructional materials. Every effort will be made to provide each employee the materials listed prior to the start of each school year.
3. The textbook (consumables) inventory will be completed and submitted by March 1. An inventory of instructional materials other than textbooks or consumables will be completed and submitted by March 1. Building administrators will order materials based on need, projected enrollment and available financial resources.
4. The Board will ensure current building budgets are available annually to be viewed by employees.
5. Building administration will encourage all employees to participate in appropriate professional development.
6. The Board will administer an annual District-wide research based climate survey. The goal of the survey is to improve climate and to positively affect student learning. It is the expectation that all employees will have the opportunity to complete the survey. Results will be shared with all employees to guide improvement.
7. Before any Board meeting, the Secretary of the Board shall provide the Association with the same written information that he/she provides the press on the day of the meeting. Any additional materials made available to the press during the meeting shall also be made available to the Association.
8. The Board recognizes that each employee has the right to join or not to join any organization for the employee's professional or economic improvement, and membership in any organization shall not be required as a condition of employment.
9. The Board agrees that it will not discriminate against any employee with respect to hours, wages, terms or conditions of employment by reason of the employee's membership in any professional organization or participation in any grievance.
10. This Agreement shall create no personal or individual contractual obligation or liability on the part of any member or members of the Board.

B. The Employees

1. Employees shall be responsible for maintaining a continuous high level of professional service. Therefore, they are responsible for discharging their assignments with professional proficiency.
2. If an employee chooses to become a member, proper authorization for membership payroll deductions shall be the signature of the employee on an authorization form prepared by the

Association and submitted to the Superintendent or his/her designee. Such authorization shall remain effective from year to year unless the employee cancels such authorization by notice in writing to the Superintendent and the Association prior to September 1st of any school year, to be effective for such year. Authorizations submitted to the Superintendent or his/her designee by the 15th of any month shall become effective by the first pay period of the following month. Such payroll deductions shall be equally deducted over the remaining pay periods and remitted to the Association within ten (10) days following each pay period.

3. Employees, upon written request of an appointment, to be at the convenience of both parties, shall have the right to review the contents of their personnel files as maintained by the Director of Human Resources. Privileged information, shall be specifically exempted from such a review. A personal representative of the employee may, at the employee's request, accompany the employee in such a review. An employee may write a response to any material contained in the employee's file, and this response shall also be placed in the personnel file.
4. Employees recognize participation in parent conferences and staffings as part of their professional responsibilities. Whenever reasonably possible, these parent conferences and staffings will be prearranged; however, both the Association and the Board acknowledge that meeting with concerned parents as quickly as possible is in the best interest of all parties. (See Article VII. B.9.A.)
5. Employees will be responsible for filing with the Director of Human Resources a professional certificate or a receipt for application or renewal before receiving the first pay for the school year. In addition, employees new to the District shall be responsible for filing a health certificate, income tax withholding forms, an official transcript of college credits, salary payment plan and an authorization for direct deposit of paycheck form before being paid. Proof of citizenship through the appropriate forms shall also be provided.

#### C. Association

1. The Association shall have the right to post official notices of its activities and matters of Association concern on bulletin boards located in the teachers' lounge. The Association Representative shall be responsible for posting and removing official notices of activities and matters of Association concerns; however, the principal may direct the removal of any items posted on the bulletin board which in the principal's judgment may be offensive to other employees, in poor taste or not appropriate for display. The principal and the Association Representative shall jointly forward any materials so removed from the bulletin board to the President of the Association through the Superintendent.
2. The Association shall have the exclusive right to use the District mail service and mail boxes for communications to employees. No postage shall be paid by the Board for the Association's communications.
3. The Association shall have the right to use school building facilities at any time for official Association meetings of the employees of the building being used, providing such facilities are available, prior notice has been given to the building principal a minimum of two (2) days in advance of the meeting, there is no interruption of the educational program and the

Association reimburses the District for any custodial and maintenance expenses incurred by the District as the result of the Association meetings. The Association may request the use of school building facilities for general membership meetings or other Association purposes; and such requests will be handled in the same manner as all other requests received by the District for use of District facilities, except that charges for use of District facilities will be limited to custodial and maintenance costs when the purpose of such use is an official Association general membership meeting.

4. Total Membership: Authorized Association Representatives or delegates shall be granted time to attend state or national association workshops, conferences, business meetings and other activities, provided the total amount of time so taken does not exceed one hundred five (105) days per school year by all such authorized employees. No more than ten (10) days shall be used by any one employee per school year, excluding the Association President. In exercising the use of any of the provisions of this paragraph, it shall be the responsibility of the employee to notify in writing the building principal of his/her intention to be out of the building. Notification shall be given in writing no fewer than three (3) days prior to the absence.

President Only. If requested by the Association sixty (60) calendar days in advance of the initial employee workday of the first semester, and after consultation with the Superintendent or his/her designee, the President shall have the option of being released from part or all of his/her teaching assignment for the duration of that school year. The amount of time taken by the President shall not exceed the number of scheduled employee workdays. There shall be no deduction from the salary, fringe benefits or seniority rights of the President, provided the Association reimburses the Board the total gross salary amount of an employee on step five with a Bachelor's degree, to be paid on the payroll schedule. Upon return from leave at the beginning of the next school year the President shall return to a teaching assignment for which he/she is certified with a displaced teacher status.

5. When requested, the Association shall provide the Board and the Superintendent with the names of the Association's officers, directors, association representatives and negotiating team.
6. The Association shall conduct its District-wide meetings on the second Wednesday of each month. The Board will encourage building administrators and employees to clear these days of employee-related meetings such as meetings of the Curriculum Advisory Committee, Curriculum Task Forces, school faculty, etc., under the jurisdiction of the District.
7. In years when a new employee orientation meeting is held, the Association will be given a place on the agenda. Each new employee will be given a copy of the Agreement at the orientation meeting.

ARTICLE V  
GLOBAL STATEMENT ON EMPLOYEE APPRAISAL

- A. Every effort will be made to complete all observations and post-conferences for employees in a manner which allows for professional growth. These observations and a final evaluation conference should take place before Board action and the non-renewal date.

A minimum of seven (7) student attendance days should pass between the completion of post-observation conference number one (1) and the second observation. This time frame will be followed for the remaining observations and post-conferences. This will allow an opportunity for professional growth. When appropriate, a professional development day may be taken by the employee to observe successful classroom techniques within the District. In the event the evaluation process is not completed by the appropriate building administrator by the deadline, the following will be notified: Human Resources, the Association, and the Appraisal Action Committee. Building administrators (including special education administrators) will notify Human Resources and the employee's respective supervisor. Employees will notify the Association. Human Resources and the Association will notify the Appraisal Action Committee chair persons. In the event either party misses a timeline(s), and a conversation does not resolve the issue, the employee may file a grievance related to the timeline(s).

- B. The Appraisal Action Committee will meet a minimum of one (1) time per semester. The first semester meeting will focus on completion of the pre-conference and the first/second observations. They may also assist with an adjusted timeline for employees that have been hired after the beginning of the school year, especially if there are extenuating circumstances. The second semester meeting will focus on the final evaluations and making sure all non-tenured employees have completed the evaluation process. The Appraisal Action Committee may also meet when there is a concern by either party about the appraisal process.

EMPLOYEE EVALUATION

- A. The employee evaluation process will follow the process outlined in the Agreement insofar as the process is in compliance with federal and state statutes. Administrator training on the appraisal tool which includes an outline of process timelines will occur yearly. The building administrator assigned to perform an employee's evaluation shall be made known to the employee at the beginning of the school year.
- B. Each employee in contractual continuing service shall be evaluated consistent with statutory requirements. Each employee not in continuing contractual service shall be evaluated once every year. The evaluation shall include personal observation of the employee in the classroom by a District administrator or other appropriate administrator qualified under Section 24-A-3 of the Illinois School Code, unless the employee has no classroom duties. Non-classroom employees will be observed in their work area.

For Macon-Piatt Special Education District employees assigned to a county school, the evaluation shall include personal observation of the employee in the classroom by a county District

administrator, qualified under Section 24-A-3 of the Illinois School Code, unless the employee has no classroom duties. Non-classroom employees will be observed in their work area. The evaluating administrator will require performance input from the special education administrator assigned to the building. If the evaluating administrator is a special education administrator, the building administrator will be required to provide performance input for the employee's appraisal. For Decatur special education employees assigned to one building, the evaluator shall be the building administrator. For special education employees assigned to more than one building or in the county, the evaluator shall be the Director of Special Education (or designee). Any changes to the assigned evaluators will need to be mutually agreed upon by the District administration and employee with notification to the Association.

The parties acknowledge that the procedure set forth in this Article pertains to the formal evaluation of classroom teaching performance and that nothing herein shall be construed as prohibiting or limiting the normal day-to-day observation and evaluation of an employee's overall performance as a District employee, nor shall it hinder or limit the right of the Board to terminate the employment of an employee under the applicable provisions of the Illinois School Code.

Every employee will follow the steps outlined in the Decatur Public School District 61 Teacher Appraisal Process Manual, including all the timelines set forth within the manual. In the event, either party, misses a timeline, and a conversation does not resolve the issue, the employee may file a grievance related to the timeline. It is the professional responsibility of the employee to understand the process and timelines as outlined in the manual.

### C. Tenured Employee Support Plans

From time to time, tenured employees will need additional support to improve their skills through the evaluation process. There are three different documents to assist staff. The employee, administrator, and a representative from the Association will work collaboratively to support the employee toward a successful outcome.

1. Plan of Assistance (POA): the POA is used when a tenured employee has ratings during any observation cycle that have a majority of *needs improvement* or *unsatisfactory* in any domain.
2. Professional Development Plan (PDP): the PDP is used when a tenured employee has a summative rating of *needs improvement*. The PDP is developed within 30 school days of the summative conference and fully implemented in the following school year. In addition to the PDP, the tenured employee is on evaluation cycle the following school year. The PDP supplements the evaluation.
3. Teacher Remediation Plan: the Teacher Remediation Plan is used when a tenured employee has a summative rating of *unsatisfactory*. The plan is developed within 30 school days of the summative conference and fully implemented in the following school year.

The specific plans and corresponding forms can be found on the Decatur Public Schools Certified Appraisal section of the DPS#61 website. If you have any questions, please contact Human Resources or the DEA President.

D. Employee Appraisal Action Committee

The Committee shall consist of an equal number of representatives from the Board or its designees and the Association. The Association shall appoint its representatives, provided there is representation from each instructional level: early childhood, elementary, middle, secondary, and special education.

The parties agree the standing Appraisal Action Committee, co-chaired by a representative of the Board and a representative of the Association, shall continue to evaluate the Appraisal Process, including procedural guidelines and forms. The Committee shall meet in a timely manner upon request of either chair. Committee recommendations regarding amendments, deletions, additions or modifications to the Appraisal Process (procedural guidelines and/or forms) will be submitted to the Board and the Association for their consideration and approval.

## ARTICLE VI GRIEVANCE PROCEDURE

A. Definition

A grievance shall mean a written complaint by an employee, a group of employees or the Association (“Claimant(s)”) that there has been an alleged violation, misinterpretation or misapplication of working conditions, fringe benefits or wages as specified in this Agreement.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances which may arise from time to time.

C. Formal Grievance

A formal grievance shall be a written statement that includes the alleged violation(s) of the Agreement, the date of the occurrence and the requested remedy.

D. No Reprisals Clause

No reprisals shall be taken by the Board against any employee because of the employee's participation or refusal to participate in a grievance.

E. General Information

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

By mutual agreement, a grievance may be settled at any step without establishing precedent.

By mutual agreement, any step of the grievance procedure may be bypassed.

All records related to a grievance shall be filed separately from the personnel files of the Claimant(s).

Failure by the Claimant to timely appeal an adverse result at any step of the grievance procedure shall result in the withdrawal of the grievance with prejudice.

Any time limit provided for in this grievance procedure may be extended by mutual agreement.

#### F. Representation

The Claimant has the right to representation of choice in the grievance procedure. When the presence of said Claimant at a grievance hearing is required by either party, illness or other incapacity of the Claimant shall be grounds for any necessary extension of grievance procedure time limits.

Upon mutual agreement by the Board and the Association that a grievance in process is equally applicable to more than one (1) employee, the Association shall have the right to pursue grievance on behalf of all employees to whom the grievance is applicable.

#### G. Time Limits

It is important that grievances be processed as rapidly as possible. The number of days indicated at each step of the procedure shall be considered as the maximum allowable to all parties, and every effort shall be made to expedite the proceedings. The time limits may be extended by mutual agreement. A formal grievance must be filed within thirty (30) days of the occurrence of the event which gave rise to the grievance.

### THE GRIEVANCE PROCESS

#### A. Informal Step

Before a grievance is filed, the Claimant shall discuss the claim with the most immediate administrator within thirty (30) days of the occurrence of the event which gave rise to the grievance. Macon-Piatt Special Education employees assigned to a county school shall discuss the claim with their District administrator. The administrator shall respond to the Claimant within-ten (10) days of this discussion. If a satisfactory resolution of a claim is not reached as a result of this discussion, the Claimant may file a formal grievance by following the steps listed below. All grievance proceedings, but not necessarily the grievance itself, shall be confidential; and the proceedings shall be informal, as is mutually agreeable. Records shall be kept by all parties to the grievance. The formal grievance will be presented in the following steps:

## B. Formal Grievance

Step 1: A written grievance may be filed with the most immediate administrator by the Claimant if a resolution was not reached during the informal step. The Claimant shall send one (1) copy of the written grievance to the Director of Human Resources and one (1) copy to the Association. A Claimant that is a Macon-Piatt Special Education District employee shall send one (1) additional copy of the written grievance to the Director of Special Education.

- a) In stating the grievance, the Claimant must specify the parts of the Agreement which were allegedly violated, date of the alleged violation and the requested remedy.

The grievance shall be signed by the Claimant and presented to the immediate administrator or designee. The administrator or designee shall certify with his/her signature the date of receipt of the written grievance.

- b) The administrator shall, within ten (10) days of receipt of the grievance, present his/her written reply to the Claimant. The Claimant shall certify with his/her signature the date of receipt of the reply. The administrator shall send one (1) copy of the written reply to the Director of Human Resources and one copy to the Association, except that for Macon-Piatt Special Education District employees one (1) additional copy of the written reply shall be sent to the Director of Special Education.

Step 2: If the Claimant wishes to appeal the reply of the administrator, then within ten (10) days of the receipt of the reply, the Claimant shall send one (1) copy of the appeal to the Director of Human Resources and one (1) copy to the Association. A claimant that is a Macon-Piatt Special Education District employee shall also send one (1) additional copy of the appeal to the Director of Special Education.

The Director of Human Resources or his/her representative will then schedule a meeting with the Claimant at a time convenient to both parties. A representative of the Association may attend that meeting at the request of the Claimant. The decision of the Director of Human Resources shall be sent to the Claimant within ten (10) days following the meeting. Also, one (1) copy of the decision shall be returned to the administrator and one (1) copy to the Association. For Macon-Piatt Special Education District employees, one additional copy of the decision shall be returned to the Director of Special Education. The decision shall include rationale for the decision.

Step 3: The Claimant shall notify the Director of Human Resources and the Association within ten (10) days of the receipt of the decision by the Director of Human Resources if it is acceptable or unacceptable. A Claimant that is a Macon-Piatt Special Education District employee shall also notify the Director of Special Education if the decision is acceptable or unacceptable.

- a) If the decision by the Director of Human Resources is acceptable to the Claimant and the Association, the grievance will be considered closed. The Claimant may not grieve that same event again.

- b) If the decision is unacceptable to the Claimant and the Association, and the Association wishes to continue the appeal, the Association may request binding arbitration.
1. Within ten (10) days of receipt of the decision of the Director of Human Resources, the grievance shall be referred to binding arbitration. A single arbitrator shall be used. The arbitrator shall be selected under the voluntary arbitration rules of the American Arbitration Association.
2. The decision of the arbitrator shall be binding upon both parties. The arbitrator shall have no authority to add to, subtract from, disregard, alter or modify any of the terms of this Agreement. The arbitrator's decision shall be sent to the Board of Education, with one (1) copy to the Association. For Macon-Piatt Special Education District employees, one (1) additional copy of the written decision shall be sent to the Director of Special Education. The Board and the Association shall share equally the arbitrator's fees and expenses.

## ARTICLE VII

### WORK DAYS AND HOURS

- A. The Board shall propose the school calendar after conferring with the Association. The calendar shall consist of one hundred eighty-five (185) days. Included in the one hundred eighty-five days are five (5) emergency days. The work year shall consist of one hundred eighty (180) employee days. Included in the one hundred eighty (180) employee days is one (1) employee work day at the beginning of the school year. In addition, all certified staff will have the option to work a mid-year work day and will be compensated \$200.00 should they choose to work that day. In the event five (5) or less than five (5) emergency days have been declared as of the Board meeting preceding Memorial Day, the Board shall designate all unused emergency days as nonattendance days for employees and students. Such days shall be used at the end of the school year.
- B. Professional Day
  1. The employee will assume the responsibility for a daily schedule that is commensurate with his/her professional obligation.
  2. The employee's professional day shall be determined within the building by cooperation between the principal and the employee.
  3. The professional day must begin by 15 minutes immediately before the students' instructional day and end 15 minutes after the students' instructional day.
  4. For professionals who are not assigned to a school, their report time will be decided collaboratively between the employee and building administrator.

5. A lunch period in compliance with Sec. 24-9 of the Illinois School Code will be provided.
6. The professional day may include up to 50 minutes per week to be collaboratively assigned before and/or after school for supervision of students. These 50 minutes of assigned supervision may be utilized within the student attendance day with the mutual consent of the potentially affected employee and building administrators. All supervision minutes are within the professional day unless mutually agreed upon by the affected employee and appropriate administrator. Supervision that exceeds 50 minutes per week shall be approved by 80% of the certified employees. The aforementioned supervision in the previous sentence may occur inside or outside the professional day.
7. It is understood that supervision of students before and after school and during passing periods shall be included in the professional day. The supervision during passing periods is an expected duty and not included in the 50 minutes.
8. Planning

Eligibility for building scheduled planning time is limited to staff in instructional capacities only. Individuals employed in non-classroom positions, including but not limited to coordinators, nurses, counselors, social workers, and other non-instructional staff, shall not be entitled to building scheduled planning time under this agreement. In non-classroom positions, planning time is assumed to be built into self-directed schedule.

Planning time is intended to give the employee self-directed time to prepare for instruction that enhances student learning. This time shall be focused on planning lessons, gathering resources, collaborating with peers, and other activities that prepare teachers in instructing students.

Employees shall leave the building only for critical school or personal business during planning time. On the infrequent occasion an employee needs to leave the building during planning time, he or she must notify the building principal/designee or office staff.

Each week elementary employees will have a minimum of 150 minutes of planning time. Planning time shall occur during the student instructional day. Planning time will be separated into blocks of a minimum of 30 minutes each for the duration of this Agreement. Therefore, employees will have a minimum of 30 minutes of planning time daily. If a schedule cannot accommodate for the 150 minutes to be distributed as 30 minutes of daily planning, the parties will meet to discuss the impact and possible alternatives while maintaining the minimum of 150 minutes per week in blocks of no less than 30 minutes each. If the District employs P.E. and Music specialists, or other specialists who are certified employees, the classroom employees do not have to remain with their students when the specialist has assumed control of the class. This will be non-instructional preparation time.

Middle school and high school employees will have a minimum of one (1) planning period per day, equal to one student instructional period. This planning time shall occur during the student instructional day.

The District will make reasonable efforts to minimize disruptions to planning time and to maintain the overall planning time expectations outlined in this Agreement.

Occasional adjustments or interruptions made for these purposes shall not constitute a violation of this provision.

The parties acknowledge that, due to the operational needs of the school District, planning time may occasionally need to be adjusted or interrupted. Such adjustments may occur for purposes including:

- State required standardized assessments
- Emergency drills required by law or safety procedures
- Unanticipated emergencies affecting school operations

## 9. Duties

- a) Professional duties include conferences between employees, students, parents, and/or administrators and providing students with guidance, counseling and tutoring assistance. Employees are expected to attend IEP meetings, 504 meetings, hearings, Curriculum Task Force meetings (if agreed to by employee) and be available for emergencies. Employees will attend one open house per school year.
- b) The Administration and the Association recognize that scientific, research-based intervention models must be implemented in order to comply with federal and state mandates/regulations. All elementary and middle school buildings shall designate a scheduled time within the school day to comply with these federal and state mandates/regulations. Administration shall utilize all certified staff for delivering interventions. Administration shall ensure that staff delivering the interventions will be trained on such interventions prior to delivering those interventions. Training may be held before or after school, during the summer or as job embedded training within the instructional day.
- c) Each building shall designate a problem solving team to ensure that compliance to the federal and state mandates/regulations is consistent and follows the guidelines/policies created by administration. It is also the responsibility of the building administrator and the problem solving team to assign staff to facilitate the delivery of the instructional and behavioral interventions. Administration shall provide annual training that is relevant to discipline and academic support.
- d) Every teacher shall be provided with resources for RTI upon request. Access to RTI resources will be made available on-line.
- e) A flexible two week time period, including evening(s) and the use of the District designated conference day, will be utilized to schedule parent/teacher conferences. A minimum of six (6) hours at the building level will be scheduled with administrative and employee collaboration. This schedule will continue so long as the General Assembly permits the

District a waiver and/or the District suffers no state aid penalty. Employee attendance will not be required on designated conference day if employee conference goals (set by the District at each level) are met. Administration will collect conference attendance data.

After two attempts to schedule a parent/teacher conference, the employee will be allowed to conduct a phone or virtual conference with the parent/guardian at the elementary/middle school levels.

High school parent/teacher conferences will be set with a specific goal of targeting at-risk students. If a parent/guardian is unable to attend a scheduled face-to-face parent/teacher conference, the employee will be allowed to conference with the parent/guardian by phone or virtual.

## 10. Meetings/Evening Events

Dates for yearly meetings and evening events for the current school year will be set collaboratively by the association representative and building administration no later than the end of August.

Required, but uncompensated time beyond the professional day will not exceed twenty (20) hours per school year. Required time will include faculty meetings, departmental meetings, professional learning community meetings, required meetings to meet compliance standards (including RTI) and other meetings required by building administrators. The twenty (20) hours are outside of the school day.

A maximum of four (4) hours of the twenty (20) shall be reserved for graduation, family events, and/or award ceremonies.

Ten (10) days notice shall be provided for any changes to the meeting schedule unless the meeting has been cancelled by administration due to an emergency, then five (5) days notice shall be given to reschedule the meeting.

Each employee will be responsible for keeping track of his/her time.

In-service training required by State law shall be utilized as practicable by the judgment of the building administration.

## 11. Professional Development

Professional development shall be considered part of the professional day and professional responsibilities of all employees.

Attendance at professional development is mandatory.

Employees absent from a professional development session are expected to make every effort to review all materials, information, and content covered during the session.

## Employee Discipline Process

### 1. Investigatory Meeting

When the Board is contemplating administering discipline, a pre-disciplinary fact-finding meeting will be held. This includes written (dated and signed) complaints by a parent of a student or by a student. In the event of a recommendation for suspension without pay or dismissal, the employee has the right to a hearing before the Board of Education.

### 2. Notice

Except in cases of extreme emergency, the employee and the Association will be given 3 days prior written notice of the scheduled meeting. DEA may agree to meet sooner than the 3 days. Exceptions shall be agreed upon between the Superintendent or designee and the DEA President. Such notice shall contain the reason, date, time and location of the meeting, and shall inform the employee of his/her right to DEA representation. Every employee has the right to have criticisms, disciplinary meetings and reprimands held in private.

### 3. Disciplinary Involuntary Transfer

After consultation with a representative of the Association, the Board/administration may initiate a disciplinary involuntary transfer based upon progressive discipline. The progressive discipline should include, but not be limited to warnings, reprimands, and suspensions. A minimum of ten (10) calendar days before an involuntary transfer is made, (including a disciplinary involuntary transfer) the Director of Human Resources shall provide both the affected employee and the Association written notice of the proposed transfer. The written notice shall include reasons why the transfer is necessary and why the employee is being considered for transfer. After receipt of the written notice, the employee and/or Association Representative shall be entitled, upon timely request, to a meeting with the Director of Human Resources to discuss the proposed transfer and the reasons therefore. If the transfer is implemented, a copy of the notice of transfer will be placed in the employee's personnel file. The employee shall have the right to attach a statement to the notice of transfer stating his/her agreement or disagreement with the transfer decision.

### 4. Progressive Discipline

The principles of progressive discipline shall apply to incidents of remediable misconduct. Prior to the implementation of discipline, the supervisor shall discuss the incident with the employee. Progressive discipline, when applicable (it is inapplicable to irremediable conduct), is intended to correct employee deficiencies and shall consist of any or all of the following:

- I. Oral warning
- II. Written Warning/Reprimand
- III. Suspension without pay
- IV. Notice to remedy
- V. Discharge

5. Any suspension with pay shall not exceed the duration of any investigation concerning an employee's conduct or twenty (20) employment days, whichever is less. Any suspension without pay shall be preceded by a hearing before the Board or designee. Any suspension without pay which exceeds five (5) employment days shall be subject to a just cause standard. Any suspension without pay shall not exceed ten (10) employment days for the first offense, and shall not exceed twenty (20) employment days for any subsequent offense for the same or similar infraction. No employee shall be suspended more than three (3) times without pay during any school year.

6. Drug Free Work Place

District actions in instances of first offense violations of Administrative Regulation 717-01, Drug Free Workplace, specifically the unlawful use of controlled substances and/or the abuse of alcohol, shall be limited to requiring the employee to satisfactorily participate in a drug abuse assistance or rehabilitation program available through the Employee Assistance Program of the District.

7. Discharge

Discharge shall be in compliance with the Illinois School Code (105 ILCS 5/24-11, 105 ILCS 5/24-12; 105 ILCS 5/24A-1 et seq.) and such other provisions as may apply.

## ARTICLE VIII

### TEACHING LOADS, ASSIGNMENTS, AND CONDITIONS

- A. Participation in extracurricular activities for which no additional compensation is paid shall be voluntary.
- B. Travel time directly related to employee duties shall be considered as part of the teaching day.
- C. Classroom employees will be assigned only within the range of grade level as permitted under their certificates and only within the areas they are qualified to teach as defined in State Board of Education Document Number 1, or successor documents.
- D. Reorganization of the instructional responsibilities within a building will be permitted and encouraged in order to best utilize the employees. Such organization shall be a cooperative venture among employees and the principal. Reassignments of grade levels, subjects and/or supervisory duties within a building may be made at any time with mutual consent of the parties involved. Unilateral reassignments within a building may be made when the Board considers it to be in the best interest of the students and the District. Before a unilateral reassignment is made, the principal and the employee shall meet to discuss the reason for the reassignment. District and Association leadership shall be in attendance. The Board, shall have final authority to reassign an employee when educational objectives or personnel policies so require. If an employee is unilaterally reassigned, the employee may have the option to go into the displaced process the next cycle as outlined in Article IX A.8.

- E. The Board, through the principal, will give written notice of changes in assignments and/or regular supervisory responsibilities for the following school year. Every reasonable effort will be made to provide this information by the end of the current school year.
- F. Employee shall:
1. Conduct the classes assigned in a way that will give the students the richest experiences the employee is capable of providing for them.
  2. Maintain and submit reasonable records (i.e., attendance records, absence reports, student grades, textbook rental receipts, inventories, etc.) as requested by the principal.
  3. Prepare and maintain lesson plans and have available for viewing by administration. Lesson plans should include the standard(s), the objectives(s) and activities. Lesson plans should be visible on teachers' desk, or in electronic form via device. Administration has a right to look at lesson plans at any time during the work day. If lesson plans are not available for viewing, administration may request the lesson plans for discussion by the end of the following work day.  
  
To provide better planning of substitutes for conference participation by employees, conference participants will provide written notification to the appropriate building administrator or designee five (5) days in advance.
  4. Keep informed, to the best of his/her ability, on the latest research findings in his/her field of teaching and in the area of the psychology of learning.
  5. In the event of three incomplete lesson plans, lesson plans shall be submitted weekly to administration for up to six weeks. If at any point during that time, lesson plans fail to meet the above requirements, the employee and administrator shall collaborate on needed supports.
- G. Employees recognize their responsibility to all students and shall be expected to assume that responsibility; no employee shall be knowingly assigned a disproportionate number of students requiring additional academic, behavioral, or specialized supports. In determining whether an assignment is disproportionate, the parties shall consider objective factors, including but not limited to IEPs, 504 plans, MTSS designations, documented behavioral intervention plans, and academic intervention needs. Concerns regarding disproportionate assignments shall be reviewed collaboratively by the employee and principal, with adjustments made when reasonably practicable. No such designation shall be applied unless agreed by all parties. In the case that agreement cannot be reached, the Assistant Superintendent of Teaching & Learning, in consultation with the Director of Special Education, shall make a joint decision.
- H. Employees agree to assume responsibility for secondary students in vocational exploration, in group work with children and for college students who are assigned to student teaching. However, assignment shall be made only with teacher consent.

- I. It is recognized that in order to best meet the needs of the students, the instructional program will, of necessity, vary between schools. In order to provide the flexibility to meet these varying needs, the establishment of the instructional program at each school and the utilization of the professional day of assigned responsibility for each employee shall be cooperatively developed by the faculty, building principal and appropriate director.
- J. When an employee is transferred during the school year and the transfer necessitates a room relocation, the employee will be provided release time of one (1) day to accomplish the move. A substitute will be provided by the Board. In the event that an involuntary transfer, displacement, or building reorganization requires an employee to move work location during the summer break, the employee should be reimbursed at the rate of \$200 for the day.
- K. Employee specialists that travel among different school sites shall be provided secure storage files at the various school sites.
- L. Class Size and Composition Process

The parties recognize that class size, class composition, and special circumstances impact both student achievement and teacher effectiveness. Following the 12th day of enrollment, any class that meets one or more of the above circumstances that significantly interfere with teaching/learning, the following procedure shall be implemented:

1. Grades K-6 (elementary): Teacher notifies the building administration and Association representative of the concern through a request for an informal meeting within five (5) school days (meeting may occur before, during or after school). Grades 7-12 (secondary): Teacher notifies the department head of the concern. If the issue cannot be resolved, the teacher notifies the building administration and Association representative of the concern through a request for an informal meeting within five (5) school days (meeting may occur before, during or after school). The building Association Representative in turn notifies the DEA President of the resolution.
2. If the issue is not resolved, a formal meeting shall take place within three (3) school days. The parties attending the meeting will be the impacted teacher, the building administration, Director of Human Resources or designee and DEA president or designee. Utilizing the principles of problem solving decision making, the team will listen to the issues and brainstorm solutions. The mutually agreed upon resolution shall be implemented and monitored on a quarterly basis.
3. If a resolution cannot be reached, the parties will refer the issue to the District and DEA leadership for resolution within three (3) days.
4. If after all avenues have been exhausted and a resolution cannot be reached, at the discretion of the Association, the Association shall take the matter to the Board of Education for consideration.

M. Special Education

1. The Board shall provide substitutes for classroom special education employees and regular educators that are required to attend special education meetings.

2. The professional day of county special education employees shall follow the work day, meeting schedule, and calendar of the local school District.
3. Preparation Release Time (Special Education Resource and Instructional Classes)
  - a. Release time allotment will be determined by the total number of special education students in resource and instructional classes assigned to a case manager in the building.
  - b. The amount of release time allotted to an employee will be a joint decision by the special education staff in the building, the principal, and the special education administrator. To address schedule changes at the high school level due to credit requirements for graduation, special education staff will be allotted one (1) day (6 hours) of release time for every fifty (50) special education students. Student numbers will be based on the December Child Count from the previous year. Day(s) may be taken prior to the start of the school year. The day(s) taken will be calculated at the employees' summer school rate.
  - c. When utilizing release time, the employee will complete all paperwork three (3) days prior to the scheduled meeting.
  - d. The request for individual release time will be voluntary.
  - e. An employee and/or building administrator that feels there are unique circumstances may request additional time from the Director of Special Education. Example: An additional substitute is required when a non-special education certified teacher assigned to a special education position needs to prepare for Individual Education Plan (IEP) meetings. The additional substitute will provide a special education employee release time to assist the nonspecial education certified employee.
  - f. The following schedule will be utilized by the Director of Special Education to allot release time to case managers:

One (1) release day will be allotted for each case manager with a caseload of 1-10 students, one (1) additional release day will be allotted for 11-20 students, and an additional one half (1/2) release day will be allotted for each additional five (5) students.

The caseload allotment will be determined on 10<sup>th</sup> day enrollment data.

#### 4. Due Process Preparation and Participation

Employees required to prepare for and participate in due process hearings and mediations will be paid on a per diem rate.

#### 5. Special Education Assistance Program

If a special education employee has a concern about the need for additional assistance for students, the employee may request in writing to the Director of Special Education that a meeting be held to address specific concern(s). After receiving the request, the Director of Special Education and/or Assistant Director will arrange a meeting with the requesting employee and an Association representative.

To address Special Education concerns, the monthly meetings between the Association representatives and the Superintendent will include a Special Education/Association representative and the Director and/or Assistant Director of Special Education.

6. Employees delivering special education services may not be reassigned to other classes (general education or special education) without prior approval from the Macon-Piatt Special Education Director or designee. This language also applies to reorganization of special education students due to lack of substitutes. Such actions should be taken only as a last resort and on rare occasion.
7. Prior to the start of an IEP meeting, the administrator will communicate to the parent(s)/guardian(s) the expected time frame for the meeting and any time conflicts for team members.

Prior to the start of an IEP meeting, team members will notify administrators regarding time conflicts which may limit their participation for the duration of the meeting.

8. Ongoing Technical Assistance/Training will be provided by the special education administrator and/or special education computer/assistive technology technician. All employees are expected to utilize the computer-based IEP program once the initial training has been offered. Every special educator has access to a web-based IEP program on his/her school and personal devices.
9. Special education workloads will be determined based on Illinois State Board of Education (ISBE) guidelines and administrative recommendations. Updated language from rules and regulations on workloads will be shared with building administrators and included in the Technical Assistance Training provided to all certified special education employees at the beginning of the school year. The Special Education Workload Committee shall convene a minimum of once per semester.

The committee shall consist of an equal number of representatives from the Association and Administration. The Association shall appoint its representatives and the Macon/Piatt Director and the Superintendent shall appoint their representatives. Caseloads for Speech-Language Pathologists shall have no more than 55 students per caseload. A weighted formula approach will be used in determining Speech-Language Pathologists workload (weighted caseload). Speech-Language Pathologists who are over a weighted caseload of 55 and who require the time outside of a normal school day to complete the extra duties associated with managing this caseload will be compensated at the rate of \$50 an hour, not to exceed five (5) hours weekly.

This committee shall be strictly advisory in nature and shall not be a bargaining committee. Bargaining is explicitly and intentionally waived by both parties for purposes of the committee's recommendations, and its recommendations shall not be subject to grievance procedure. This

grievance process is expressly and intentionally waived by both parties as to the recommendations, decisions, or lack thereof as may from time to time be made by the committee.

10. Each tenured special education teacher, in collaboration with the appropriate special education administrator will determine 50% of his/her case load for which the case manager will facilitate the meeting and complete all forms for the IEP meetings related to the student, excluding MDRs, EDCs, change of placement IEPs, others as determined by the special education administrator. If the tenured special education teacher has concerns with facilitating the IEP meetings for a certain student, the reasons will be discussed with the appropriate special education administrator to determine if the special education administrator should facilitate the meeting.

#### N. Dual Credit Courses

DEA does hereby waive and relinquish any work associated with dual credit offered in the high school Junior and Senior years of study, or in the case that a member of DEA is unwilling or unable to (due to lack of licensure, endorsement, or other conflict) to teach a dual credit high school Junior and Senior year course, regardless of which program, college, or university subsequently provides the service. Such waiver shall be read to enable DPS to work with a partner college/university to fully establish dual-credit programming as DPS determines, in its exclusive discretion, to be beneficial to DPS students. Nothing herein shall be read to extend the waiver to teaching work that is not related to dual-credit arrangements, and DEA expressly reserves the right to bargain regarding any change to teaching work which does not provide for dual credit as issued by the respective partner college/university.

#### O. Use of Surveillance Equipment

The purpose of surveillance equipment within District Facilities is to promote the safety and security of buildings, property, students, staff, and visitors. Surveillance equipment shall not be used to evaluate employee performance or to routinely monitor employee conduct.

Surveillance recordings shall not be used as documentation in the employee evaluation process. However, recordings may be reviewed by District administration in connection with investigations involving suspected misconduct, safety concerns, criminal activity, or violations of District policy.

Access to surveillance recordings involving District employees shall be limited to appropriate administrative personnel and law enforcement or designated police liaison officers when necessary. Review of recordings shall occur only by individuals authorized under this provision.

If a review of surveillance recordings reveal potential employee misconduct, the following procedures shall apply;

1. The employee and the Association shall be notified in writing if the District intends to initiate an investigation concerning the alleged misconduct.
2. Upon request, a union representative shall be permitted to review the portion of the recording depicting the alleged misconduct, subject to applicable student and personnel privacy laws.

3. The employee shall have the right to union representation at all investigatory meetings related to the alleged misconduct.
4. Any disciplinary action taken shall be consistent with the just cause and due process provisions of this Agreement.

## ARTICLE IX

### STAFF SELECTION, TRANSFER, AND REDUCTION

#### A. Employee Selection

1. The selection of employees to staff a building shall be delegated to the Director of Human Resources. The Director of Human Resources and the Association will develop for the creation of a site-level interview team consisting of the building or designee, teachers in the building, and other appropriate employees. The building administrator in collaboration with the lead Association Representative or his/her designee) shall assemble the site-level interview committee. The Director of Human Resources (or his/her designee) shall conduct interview training for the committee before the interviews are conducted.
2. From the end of the school year until the first day of employee attendance of the next school year, interviews and hiring will not be delayed due to unavailability of employees and/or building administration. Administration will work with the building's Association Representative/designee in an effort to assemble a team, conduct interviews, and fill vacancies in a timely manner.
3. Information regarding positions which are available, either through creation or vacancy, shall be publicized via the District website. The vacancy will not be filled until the seven (7) day posting period has elapsed. Where specific training, experience or other qualifications are prerequisites for any position that is to be available, such conditions shall be stated in the job posting (Montessori, IB, STEM, Arts integration, etc).
4. Following the completion of the displaced process until the Monday after Labor Day, the vacancy posting period will be reduced to three (3) days in order to expedite the process of filling vacancies. Filling of vacancies may be done by the Director of Human Resources with input from the building administrator and a representative of the Association. The process of the seven (7) day posting period as described in Article IX.A.3 and the utilization of building level interview teams as described in Article IX.A.1 will resume on the Monday following Labor Day.
5. Due to the need of the District to hire qualified certified employees, the Director of Human Resources may post, interview and hire positions for which none of the displaced personnel have correct licensure or endorsement. The Director of Human Resources may also hire employees as unassigned to fill the needs of the District. The hired unassigned employees will apply and interview for posted positions as voluntary transfer employees and follow the Employee Selection, Transfer and Reduction, Article IX.A.6.

6. When filling vacancies, the following priorities will be adhered to: 1) tenured employees qualifying for reemployment under the terms of Section 24-12 of the School Code of Illinois; 2) employees displaced as a result of building closings, building reorganization or reduction of employees; and 3) employees returning from authorized leaves as stated in Article X. Those employees granted leaves under the previous contract language will return to positions under the terms of that contract language.
7. When filling any vacancy, the criteria used by the Board in the selection process shall include an individual's experience, education, length of service in the District, federal and state regulations on sex and race distribution, other relevant factors and any special needs that may exist at that time. When the assignment involves extra-duty responsibilities in addition to classroom teaching, the extra-duty qualifications shall be to the qualifications required for the classroom teaching position to be filled.
8. Displaced employees are defined as employees, including those returning from a leave of absence, who have been displaced from a department or a building based on authorized positions for the following school year (seniority and certification), and/or those employees whose positions/programs have been eliminated for the following school year. This does not apply to employees that have been notified of non-renewal.
9. A comprehensive list of displaced employees shall be prepared, and such employees shall be notified of their status in writing by the Director of Human Resources no later than the end of the second week of end of March. Simultaneously, a master list of all known available positions categorized as regular education and special education positions will be provided. The master list shall include building, department, and/or grade level. In order for displaced employees to have an opportunity to indicate preference of available positions, and for the District to receive staffing input from administrators and building teams, the following process will be used:
  - a. The Association will organize and implement a process to gather a prioritized list of employee placement preferences.
  - b. The Association will contact employees by email on a designated date.
  - c. Employees may select up to three (3) desired positions from the vacancy list.
  - d. Prior to placement in a position, employees will have a four (4) day window in which to visit selected sites. (The visit shall include interaction with the building team consisting of the building administrator and appropriate staff team members to become familiar with the school's programs and expectations.) In the event of a school closing, the window shall be up to two weeks.
  - e. Following the building visits, employees shall submit their prioritized list to the Association President on the end of the fourth day of visitation. In the event of a school closing, the list shall be submitted by the end of the displacement window.

- f. The Director of Human Resources will receive the priority list of each employee from the Association and the non-prioritized visitation list from the building administrator, noting acceptance status for each visiting employee.
- g. With input from the Association President, the Director of Human Resources will determine placements based upon the non-prioritized visitation list from the building administrator, building model, employee's preference, certification and seniority. In the event two or more employees who are being displaced have the same seniority date, the tie will be broken by a neutral tie breaker.

## B. Voluntary Transfer

1. Any employee may apply for transfer to another building, grade level, or department, or to a Macon-Piatt Special Education District vacancy. Transfers shall not exceed one (1) time per school year. "School year" in this provision is defined as the first day of teacher attendance to the last day of teacher attendance. Administration may permit exceptions for good cause shown. A request for a transfer shall be submitted to the Director of Human Resources. Any employee may apply for any vacancy for which he/she is qualified. Once an employee applies for a vacancy, the employee will be granted an interview

Criteria for filling all vacancies shall include an individual's experience, education, length of service in the District, federal and state regulations on sex and race distribution, other relevant factors and any special needs that may exist at that time.

2. If an employee is not granted the transfer, the employee will receive written notice of the denial of the request. If an employee requests a reason for a denial, the Director of Human Resources shall inform the employee in writing of the reason within seven (7) days of receipt of the employee's written request. Voluntary transfers shall be effective at the start of the next full school term (Fall or Spring). The Director of Human Resources may, upon written request, approve an effective date that occurs mid-term. Any such approval shall be made on a case-by-case basis, shall not create a past practice, and shall not be considered precedent for any future request.
3. A voluntary transfer approved or implemented during the summer shall not count towards the one (1) voluntary transfer permitted per school year. An employee shall be limited to one (1) voluntary transfer during the summer period. The Director of Human Resources may approve additional transfers as an exception upon written request and based upon building and District staffing needs. Any such approval shall be made on a case-by-case basis and shall not create a past practice, and shall not be considered precedent for any future request.
4. Employees shall not be eligible to request or be granted a voluntary transfer between August 1 and August 15.
5. Transfers may be made at any time with mutual consent between the Director of Human Resources and DEA President, but occur no later than the end of the current semester.
6. Vacancies created by a voluntary transfer will be posted for a minimum of three (3) days.

7. All transfers will be included in the Board packet following approval by the Human Resources Director.

C. Involuntary Transfer

1. Involuntary transfer(s) to another building (same or different grade level or same or different department) may be made when the central office administration determines such transfer is in the best interest of the District. Reasons for involuntary transfers are as follows:
  - a. Better utilization of staff due to change in theme or instructional programming. When the theme or instructional programming of a building changes, all current building employees shall be provided with the new job description (if applicable). The criteria for identifying staff for involuntary transfer shall be the following in order of priority:
    - i. lack of proper certification
    - ii. Failure to demonstrate specific skill set aligned with the instructional program. Specific skill set assessment(s) will be created in mutual cooperation with District and Association leadership and administered to all staff. If any affected employee fails to demonstrate proficiency, the affected employee may elect to be included in the displaced process as outlined herein.
  - b. When a transfer occurs as a result of building closures or reduction of staff, employees will enter the displaced process as outlined herein.
  - c. If a surplus of employees at a building or departmental level occurs after the displaced process timeline has expired and makes it necessary to involuntarily transfer staff, the vacancy list shall be shared with all staff. Volunteers shall receive priority and will be selected if mutual consent from Director of Human Resources and Association President is obtained. If no employee(s) volunteer or are selected, employees shall be identified for involuntary transfer by the following criteria in order of priority:
    - i Lack of proper certification
    - ii Seniority (lowest)
    - iii If there is a tie in seniority, see Article IX D.2.e.
2. The following timeline and process shall be utilized for involuntary transfers: A minimum of ten (10) calendar days before an involuntary transfer is made, (including a disciplinary involuntary transfer) the Director of Human Resources shall provide both the affected employee and the Association written notice of the proposed transfer. The written notice shall include reasons why the transfer is necessary and why the employee is being considered for transfer. After receipt of the written notice, the employee and/or Association Representative shall be entitled, upon timely request, to a meeting with the Director of Human Resources to discuss the proposed transfer and the reasons for such transfer.

3. Any employee involuntarily transferred will be released from his/her contract upon the employee's request.
4. No employee may be involuntarily transferred more than one (1) time within the same school year.

#### D. Seniority

##### 1. Definitions

- a. Employee is defined under this section as any employee regularly required to be certified under the Illinois School Code, including administrators and employees holding school service personnel certificates. Teaching service shall be deemed to include service in both teaching and administrative positions.
- b. Legal qualifications or legally qualified includes all statutory and regulatory for teaching service in a specific position, including the certification of Article 27 of the Illinois School Code, the academic experience requirements of State Board of Education Document, Part No. 1 (or its successor or supplementary regulations) and any additional requirements for the position established by the Board and in effect at the time of its last hiring for the position in question.

##### 2. Seniority shall be defined as follows:

- a. Total years of continuous tenured teaching service in the District; provided, that less than full-time service shall be computed on a prorated basis and that unpaid leaves of absence of ninety (90) consecutive employment days or more shall not be counted in determining seniority.
- b. If the years of continuous tenured service are equal between two (2) or more employees, seniority shall be determined by total years of continuous teaching service with the District; provided, however, that less than full-time service shall be computed on a prorated basis and that unpaid leaves of absence of ninety (90) consecutive employment days or more shall not be counted in determining seniority.
- c. If the years of total continuous teaching service with the District are equal between two (2) or more employees, then seniority shall be determined by total teaching service in the District, whether or not continuous. Such service shall be computed in the manner described in subparagraphs a and b of this section.
- d. If the years of total teaching service with the District are equal between two (2) or more employees, then seniority shall be determined by public school teaching outside the District.
- e. If two (2) or more employees remain equal after application of the factor(s) set forth subparagraph d of this section, then seniority shall be determined by lot.

#### ARTICLE X

#### SHORT-TERM LEAVES

A leave day, for purposes of determining reimbursement, shall be equivalent in length to an employee's workday.

#### A. Sick and Emergency Leave

1. Sick and emergency leave without loss of pay shall be credited annually to each employee on the first day of the employment year. The number of sick and emergency days credited annually shall be as follows:
  - a. Ten (10) days for those on thirty-nine (39), forty (40) and forty-one (41) week contracts.
  - b. Eleven (11) days for those on forty-two (42) to forty-seven (47) week contracts.
  - c. Thirteen (13) days for those on contracts of forty-eight (48) weeks or longer.
  - d. Those who are hired after the opening date shall be credited with a proportionate number of sick and emergency leave days rounded off to the nearest one-half (1/2) day.
  - e. The central office shall notify employees of the number of days accumulated under sick leave by including this information on the employee's earnings statement.
  - f. The employee's full or part-time status on the employee's first work day during any school year shall govern his or her award of sick leave days for that school year and shall govern how days are reduced. All relevant sick leave day calculations (award and reduction) shall be governed by this paragraph. Part-time employees shall accrue sick leave pro-rata and shall have sick leave use deductions made pro-rata. For example, a one-half (1/2) time employee (39-, 40- or 41-week contract) shall be credited annually with ten (10) one-half (1/2) time sick leave days (equivalent to five full time-days). If a one-half (1/2) time employee uses a sick leave day, the employee's total shall be reduced by a one-half (1/2) time sick leave day (or one half (1/2) of a day of five full-time days). Every addition or reduction in sick leave shall be computed pro-rata as above.

The District will comply with the Teachers' Retirement System (TRS) rules for the reporting of sick time for all employees.

2. Sick and emergency leave shall include: personal illness (occasioned by mental health, alcoholism and drug abuse), quarantine at home, death or illness either in the immediate family or household which an attending physician designates as sufficiently serious to require the presence of the employee at the bedside. (Immediate family shall include parents, spouses, domestic partners, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, legal guardians or persons in loco parentis.) The Board may require a physician's certificate or, if the treatment is by prayer or spiritual means, that of a spiritual advisor or practitioner of such person's faith, as a basis for pay during leave after an absence of three (3) continuous days for personal illness or as it may deem necessary in other cases. Absence for attendance at funerals shall be allowable under accrued sick leave, provided absences do not total more than five (5) days of sick time in any given school year.
3. If the employee does not use the full amount allowed for sick or emergency leave, that amount unused shall accumulate to a total of three hundred seventy-two (372) days, exclusive of the allowance for the current year.

4. Accumulated sick and emergency leave shall automatically terminate on the date that an employee's resignation or termination becomes effective, unless such resignation or termination does not cause a break in continued contractual service.
5. Partial-Day Return
  - a. Employees shall be allowed to work partial days following distinct periods of extended illness of ten (10) or more consecutive school days, provided an appropriate substitute can be obtained and the integrity of the educational program can be maintained.
  - b. Requests for such partial days shall be accompanied by a written authorization and approval from the employee's physician. Requests shall be submitted at least five (5) school days in advance of the anticipated partial-day return. Final determination of which part of the school day is to be worked shall be at the discretion of the principal after consulting with the requesting employee.
  - c. The opportunity for partial-day work is intended to provide an adjustment period for the employee to gradually resume full-time duties. Its use is limited to cover a period of no more than five (5) consecutive days following a distinct illness as defined in subparagraph a above. Upon reaching such limitation, the employee shall either return to full and active service or revert to full absence until able to return to full and active service.
  - d. An employee on partial-day work status shall have his/her daily sick leave pro-rated in accord with the employee's partial-day status.
6. Sick Leave Bank

The Board and the Association hereby establish a Sick Leave Bank in accordance with the following:

- a. Purpose: To help provide protection for eligible employees for short term illness/accident/disability and serious long-term catastrophic accident or illness.
- b. Creation of Sick Leave Bank: Upon the initial contribution of at least 300 personal sick leave days by members of the Association pursuant to paragraph d hereof, the Sick Leave Bank will be created.
- c. Eligibility: To be eligible to access the Sick Leave Bank, the employee must meet the following conditions:
  - i. The employee must be actively teaching and not on an approved leave of absence, as described in Article XI of the Agreement;
  - ii. The employee must have exhausted all his/her accumulated sick leave days, including the current year's allotment;
  - iii. The employee is not eligible for disability, or disability is not appropriate for the employee's circumstance (including private disability), workers' compensation, or other income protection; and will cooperate with the governing committee to determine any such eligibility; application for TRS Disability is not a prerequisite for accessing the sick bank;

- iv. The employee submits written verification of a short term illness/accident/disability as defined in Article X.A.2 or an ongoing long-term catastrophic accident or illness, as verified by a licensed medical physician, of the employee or dependent family member (as defined by the IRS); and
  - v. The employee is a contributor in good standing in the Sick Leave Bank.
- d. Contributor in Good Standing: To be a contributor in good standing, an employee must have contributed a minimum of 1 full day of his/her personal sick leave day to the Bank in September or May, or within ten (10) days of his/her employment. Employees who start after the beginning of the school year will have a prorated allowance (a proration of 30 days) based upon the remaining number of days of employment (out of 180 working days). At the beginning of a school year, if the sick bank total is below four hundred (400) days, employees must contribute a minimum of 1 additional day to remain in good standing. A retiring employee may contribute an unlimited number of days to the Sick Leave Bank.
- e. Withdrawal of a Contributor in Good Standing: An employee may voluntarily withdraw as a contributor in good standing. Upon withdrawal, the employee cannot access the Bank nor does the employee have any vested right to the days he/she has contributed to the Bank.
- f. Administration: The Bank will be administrated by the President of the Association and the Director of Human Resources Upon receipt of a written or electronic application from any contributor in good standing, the President of the Association and the Director of Human Resources will approve or deny the request taking into consideration the following:
- 1. The eligibility of the applicant;
  - 2. The seriousness of the illness or disability;
  - 3. The likelihood that the applicant will be able to return to work as a result of utilizing the Sick Leave Bank;
  - 4. The number of available days in the Bank;
  - 5. The potential needs of other contributors in good standing;
  - 6. Other factors related to the best interests of the District and its students; and
  - 7. The limitations of Article X.A.6.h. hereof.

In the event that the President of the Association and the Director of Human Resources disagree, the case will be referred to the Association Board of Directors for resolution. The Association's decision with rationale will be reported to the Board. All applications will be acted upon in a timely manner and any requests approved must be in half or full-day units.

- g. Limitations:

1. Tenured contributors in good standing are eligible for up to a maximum of ninety (90) Sick Leave Bank days per school year. Written verification from a licensed medical physician will be required after each 30-day period. Non-tenured contributors in good standing are eligible for up to a maximum of thirty (30) Sick Leave Bank days per school year.
2. The use of Sick Leave Bank days into the next school year is not permitted unless the eligibility requirements, found in Article X.A.6.c, are once again met.
3. The maximum number of days that a tenured employee may draw from the Sick Leave Bank during each three (3) year employment period shall not exceed 90 days, unless an exception is granted by request to the President of the Association and the Director of Human Resources. The maximum number of days that a non-tenured employee may draw from the Sick Leave Bank shall not exceed 60 days.

Termination of Sick Leave Bank Plan: Upon the termination of the Sick Leave Bank Plan for whatever reason, any days remaining in the Bank will not revert back to any contributors and there will be no vested interest by any contributor in such reserve.

Application of Grievance Procedure and Duty of Fair Representation: No decision of the Governing Committee will be subject to the grievance process contained in Article VI of this Agreement. Furthermore, any decision which is adverse to any employee seeking access to Sick Leave Bank days shall not be deemed a violation of any duty of fair representation.

#### B. Funeral or Visitation Leave

An employee wishing to attend the funeral or the visitation of a currently enrolled student or a current staff member will not be charged a sick day to attend the funeral or visitation. Employees shall make arrangements with the building administrator and with the cooperation of other employees to cover the responsibilities of the employee allowed to attend. Arrangements are acceptable provided they do not require a full day of absence or the hiring of a substitute.

#### C. Jury Duty and Court Subpoena

Any employee summoned to jury duty or issued a court subpoena shall be paid full salary for each working day of absence, provided that the employee pays the District, within forty (40) days, the jury fee or witness fee. If payment is not received within forty (40) days, it will be withheld from subsequent pay. This provision is not applicable if the employee is a witness against the District, the Board or its representatives as the result of any legal actions commenced by or on behalf of the National Education Association, the Illinois Education Association, its agents or members, or as the result of any legal actions arising from collective negotiations between the Association and the Board.

#### D. Universal Leave

1. Employees shall be granted four (4) days of absence annually. Any universal leave not used during the year will be converted to sick leave for the following year.
2. An online application for universal leave shall be made to the immediate supervisor in advance of taking the leave. If possible, the leave request shall be made at least one (1) day in advance. During Fridays and/or Mondays in May, universal leave days may be taken on the ratio of 1:10 elementary and middle schools and 1:15 high schools, with some latitude for extreme emergencies at the discretion of the immediate supervisor.
3. Universal leave days may not be taken during the first or last ten (10) days of school, on days when final examinations are scheduled, on the first working day preceding or following a District recognized vacation or holiday. No more than two (2) days shall be taken consecutively. Exceptions to this shall include times when an employee or immediate family, as defined herein, is personally involved in a court case, graduation exercises or an honor convocation, religious holidays, or other times as approved by the Director of Human Resources. Approval does not constitute a precedent.

#### E. Short-Term Leave without Pay

Employees may request unpaid leave days once every five (5) years subject to the following conditions: such absences must be requested from the immediate supervisor by the employee, in writing, ten (10) days prior to the absence. Unpaid leave absences must be taken in whole-day allotments. If the employee has accumulated universal day(s), no more than two (2) universal days may be used with the unpaid leave. Clear reasons for the absence must be stated. As stated in Article X.D.2, ratios apply to unpaid leaves as well.

The leave request shall be acted upon within five (5) days of receipt by the Human Resources after receiving advice from the employee's immediate supervisor.

In administering this provision, the immediate supervisor of the building program involved and the Human Resources must consider the individual circumstances involved in each request, to include length of service in the District, previous request(s) and length of absence; however, situations not limited to the following will be considered:

- a. trips won as special recognition of employee, spouse or domestic partner;
- b. trips or special meetings involving services of community organizations in which the employee holds office;
- c. important business conferences of the spouse or domestic partner in which husband or wife needs to be involved;
- d. court appearances other than by subpoena;
- e. educationally related travel, if the applicant provides an itinerary and an explanation of how such travel will improve the educational program;
- f. the reason for the absence will have some obvious merit or value to the school or community or the employee at the time or in the immediate future; and
- g. be of such nature that it is not likely to occur at frequent or regular intervals.

ARTICLE XI  
EXTENDED LEAVES OF ABSENCE

- A. The following conditions shall apply to all extended leaves of absence unless otherwise indicated:
1. Requests for leave (including the reason) shall be in writing to the Director of Human Resources.
  2. Tenured employees in the District shall be eligible for extended leaves of absence. However, leaves will not be granted for employees that have accepted a position as an educator in a District outside of the District. Acceptance of employment constitutes a resignation from the District. Should a person become employed while on a leave of absence from the District said leave shall become void effective immediately.
  3. Leaves shall be limited to the remainder of the school year for which the request occurs. Further extension shall be at the discretion of the Board.
  4. Leaves shall be without pay.
  5. Salary increments shall not accrue during the leave.
  6. Sick and universal leave shall not accrue during the extended leave.
  7. Accrued benefits earned at the time the leave begins shall be retained. Accrued benefits shall be defined to mean tenure status, accumulated sick and universal leave, placement on the salary schedule (employee retains full salary placement credit to which employee was entitled at the time the leave was granted).
  8. Employees on leave (with the exception of those on extended illness leave and those eligible for family and medical leave) shall, upon written request, continue to be covered by the District's group insurance program in accordance with COBRA at the employee's expense. Employees on extended illness leave shall continue to be covered by the District's insurance program for the duration of such leave in accordance with the provisions of Article X of this Agreement. Those eligible for family and medical leave shall continue to be covered by the District's insurance program for sixty (60) days in accordance with the Family Medical Leave Act.
  9. Written notice of intention to either return or resign shall be given to the Director of Human Resources by January 15 of the current school year in which the leave is taken. Failure to furnish such written notice shall constitute a notice of resignation.
  10. Employees who are granted leaves of absence cannot be assured of placement in the same position when they return. The best possible assignment, however, shall be made within the existing vacancies.

11. Job sharing leave shall be defined as two (2) tenured employees voluntarily sharing the responsibility of a single teaching position. The length for any job sharing arrangement shall be one (1) full school year, unless otherwise approved by the Superintendent or designee.
  - a. For the period of time involving the performance of job sharing, there shall be no loss of tenure and seniority rights for each participating employee.
  - b. Each participating employee shall receive prorated salary and benefits.
  - c. Each participating employee shall be guaranteed a return to full-time employment, if desired, for the school year following the job sharing subject to reduction in force or dismissal for cause.
  - d. Any employee desiring to continue in a job sharing arrangement beyond the job sharing year must provide written notice to the Superintendent or designee, no later than February 15 of the job sharing leave.
  - e. The extension to grant or deny a job sharing leave or any extension of the same shall be determined solely by the Superintendent or designee, and shall not be precedential with respect to granting or denying such request. Additionally, the decision to grant, deny or extend such leave shall not be subject to the grievance procedure found in Article VI of this Agreement.

## B. EXTENDED LEAVES OF ABSENCE

### 1. Family Leave

Family leave represents adoption/maternity/child-rearing leave. An employee that has entered upon contractual continued service shall be granted family leave without pay or other benefits subject to the following conditions:

- a. Family leave is an unpaid leave.
- b. A combination of sick leave and family leaves shall not exceed the balance of the school year in which it commences and one (1) additional school year.

### 2. Military Leave

The District will comply with state and federal law regarding Military Leave as applicable. If an employee is ordered to active military duty in the Reserve or National Guard for a declared state or national emergency during the school year, he/she shall be granted a leave of absence for the period and pay for each working day up to thirty (30) days, provided that the employee pays the District the salary he/she receives from the armed service during this active duty. Such payments shall be handled by payroll deduction from subsequent pay.

### 3. Detached Service Leave

Employees may, upon request, be granted a leave of absence for detached service to work for an educational institution, a foundation or an official governmental agency.

4. Study Leave

Employees shall, upon request, be granted a leave of absence for study designed to improve their competencies as an educator, provided they submit for approval a plan of study.

5. Extended Illness Leave

An employee whose personal illness extends beyond the period compensated under the sick leave provisions of this Agreement shall automatically be classified as on an extended illness leave of absence until such time as a physician certifies the employee is capable of returning to work or the employee has been absent from work for a period of one (1) calendar years, at which time the leave shall terminate.

6. Family Hardship Leave

Employees shall, upon request, be granted a leave of absence for the purpose of caring for a sick member of their family. A written statement of need from a physician shall accompany the request.

7. Professional Leave

Employees may, upon request, be granted a leave of absence for the purpose of engaging in professional activities at the local, state or national level.

8. General Leave

Employees may request a leave of absence for such purpose as may be deemed appropriate by the Superintendent or designee.

9. Emergency Leave

Members of the bargaining unit may request up to fifteen (15) days of paid emergency leave to accommodate extreme situations and other leaves do not apply. A member must give a reason for the request, and such leave will be approved or denied by the Superintendent or designee, in consultation with the principal of the building from which the request was made, and the president of the Association or designee.

## ARTICLE XII

### PROTECTION OF STAFF

- A. Each employee bears the primary responsibility for maintaining the proper control and discipline in the classroom and wherever else on duty. The Board declares its full support of student disciplinary procedures and policies which are presently in effect and those procedures and policies which may hereafter be adopted by the Board in the matter of student discipline. The Board, the administration and the employees share a mutual responsibility for the enforcement of such policies and procedures. Administration will have an on-going process to ensure parent contact information is updated in the student information system.

A comprehensive building level student discipline plan shall be developed by the principal with input from a Building Level Committee consisting of at least an administrator and member(s) selected by the Association representative to be shared and implemented at the beginning of each school year. This plan shall be used throughout the school year. Revisions may be made throughout the year based on recommendations from the Committee.

Administration shall begin each semester of the school year by communicating the behavioral expectations of the District and building to students and their families.

- B. The Board hereby agrees to indemnify and protect employees against death and bodily injury and property damage claims and suits, including defense thereof, when damages are sought for negligent or wrongful acts alleged to have been committed in the scope of employment or under the direction of the Board. This indemnity shall include judgments, interest, court costs, reasonable attorney fees and any costs necessarily expended in the defense of any suit heretofore described.
- C. The Board does hereby agree to indemnify and protect employees against the costs of defense of criminal proceedings against any employee by reason of any acts committed within the scope of employment of said employee. The costs of defense shall include reasonable attorney fees and other costs necessarily expended in the defense of such criminal action. The indemnity stated in this paragraph shall not apply in the event the employee is found guilty of the criminal charge brought against such employee by a jury or a court.
- D. The Board shall indemnify and protect employees against any loss of, damage to, or destruction of the employee's personal property as a result of assault and/or battery committed against him or her while working within his or her scope of employment and said assault and/or battery to be without legal justification.
- E. All employees shall be protected against any harassment, interference or badgering by any group or individual on the school premises. It shall be the responsibility of the building principal and/or Superintendent to take whatever actions are deemed necessary to provide employees adequate protection in such situations, including but not limited to enforcement of building security. This does not preclude the responsibility of the employees to work with parents or guardians in resolving school problems.
- F. If any employee is battered by a student, this process shall be followed:
1. Teacher files a written complaint with administration for a battery within two (2) days of the occurrence.
  2. **Consistent with the requirements of 105 ILCS 5/10-21.7, the employer will ensure required reports are made when required.** A building administrator, the classroom

teacher, an Association Representative, and Student Services Representative shall meet within three (3) days of the occurrence to develop a plan which is mutually agreed upon by all parties in order for the student to return to the learning environment.

- i. If no mutual agreement can be reached, the issue will be taken to the Superintendent (or designee) and the DEA President (or designee) to develop a plan for the student reentering the learning environment within six (6) days of the occurrence.
- ii. If no agreement can be made, the DEA President and Superintendent present the issue to the School Board to create a mutual agreement within nine (9) days of the occurrence.

G. Neither the building administration nor the central office administrations shall impede an employee's right to file a police report and/or notify police following an assault and/or battery. The following procedures/steps shall be in place in the event of an employee being assaulted and/or battered:

1. Distribute an assault form to employee.
2. If an employee is unable to complete the form, an administrator/designee will assist with completing the form.
3. Once the assault form is completed and signed by the employee and the building administrator, administration will forward the assault form to all designated parties.

H. The employee has the right to use such force as given by statute or court cases decided thereunder to protect himself/herself, another employee or student from physical assault or injury. Employees shall have Board assistance in any assault or battery cases which occur while the employee is performing his/her assigned duties. The Board assistance shall consist of utilization of corrective procedures. Upon written notification, the Superintendent or his/her designee, shall report all incidents of battery committed against employees to the local law enforcement authorities immediately after the occurrence of the attack.

I. Additional stipulations for employees injured while in the scope of employment are as follows:

1. In the event of any injury to an employee while in the scope of employment, where the absence does not exceed twenty (20) days, the salary of such employee shall continue in full, without reduction in accrued benefits, until:
  - a. The employee is able to return to full-time teaching duties, or
  - b. The end of the contract of employment of the employee with the Board, or
  - c. Such employee qualifies for disability or pension benefits under the Illinois Teachers' Retirement System, whichever event occurs first. In the event Workers' Compensation is payable by reason of such injury, the salary of such injured employee shall be reduced by the amount of the temporary incapacity payments, payable under Workers' Compensation.
2. In the event of any injury to an employee while in the scope of employment, the compensation for injury shall be determined in accordance with the Illinois Workers' Compensation Act. In

the event the absence exceeds twenty (20) days, the employee will continue to receive his/her full salary, but will be charged one-third (1/3) of a sick day for each additional day over twenty (20) until such time as his/her sick leave is exhausted.

3. While off work under the Illinois Workers' Compensation Act, an employee cannot increase his/her sick leave days by accessing provisions contained in Article X of the negotiated Agreement.
- J. Any reasonable time, when an employee should otherwise be attending to teaching duties, spent in the preparation of the defense, or attendance at a judicial hearing pertaining to a civil or criminal charge described in paragraphs B and C of this Article shall not result in a loss of salary or accrued benefits by such employee.
- K. Building administration will use a problem solving method such as Interest Based Bargaining (IBB) model to resolve issues when administration and employees are not able to resolve building differences. If the problem cannot be resolved at the building level, central administration and Association leadership will become involved.
- L. Pursuant to an approved classroom/building/team discipline or management plan and the District student discipline policy, an employee may send a student to the building administrative office with the completed formal discipline referral form. An administrator will process all discipline referrals (both major and minor) submitted by the employee (four-part form or an electronic form) within three days. At the elementary level, the student shall not return to class for a minimum of one hour. At the secondary level, for non-tardy disciplinary referrals, the student shall not return to the class for the remainder of the class period. Written notification will be given to the employee prior to readmittance of the student to the class. Students may not return to class without written notification of the administrator's disposition. Every attempt to process the discipline referral will be made prior to sending the student back to the class. Guidelines are outlined in the Student Code of Conduct and subsequent actions will be consistent with such policy.
- M. If the employee is not satisfied with the decision of the administrator, the employee is entitled to a conversation with the administrator. If the employee so chooses, an association representative may be present. If the employee does not feel the issue has been resolved, they may have the association representative bring their concern to the Discipline Action Committee. Should this action include the re-admittance of the student to class, the employee shall be notified in writing of the administrator's/designee's disposition of the matter and conditions of readmittance.

Employees will send disciplinary referrals for tardiness to the office during the last ten minutes of that class period. Administration will make every effort not to pull students during instructional time to process tardy referrals. Students at the secondary level referred for tardiness may return to class with written or electronic notification of action taken. Excessive tardiness will be dealt with on an individual basis.

When the administrator deems it appropriate, or at the request of the employee, the administrator shall attempt to arrange and conduct a conference composed of the administrator, the employee, the student and a parent or guardian.

N. Discipline Action Committee

The purpose of this committee is to provide guidance, training and support for building Multi-Tiered System of Support plans. The parties agree to a standing Discipline Action Committee, Co-chaired by a representative of the Board and the Association, who shall address discipline data and assist buildings that are struggling with student behavior. A minimum of one meeting per month will be held to discuss discipline data and how to best meet the needs of individual buildings. The committee co-chairs will report to the Superintendent, Assistant Superintendents, Board, and Association President after the monthly meeting. The committee shall consist of an equal number of representatives from the Board, or its designees, and the Association. The Association shall appoint one (1) elementary member, one (1) middle school member, and one (1) high school member, one (1) behavior specialist/school psychologist and one (1) alternative education member. Committee recommendations regarding amendments, deletions, additions or modifications to the Board's discipline program/policy will be submitted to the DAC subcommittee for its consideration.

A sub-committee will be created to revise the Student Code of Conduct chaired by the Director of Student Services and a representative of the Decatur Education Association.

ARTICLE XIII

INSURANCE PROTECTION

- A. The Board will provide each employee that is under contract full-time with health and medical insurance coverage as described in the Decatur School District No. 61 Group Medical Plan. Employees electing to participate in health and medical insurance shall pay a percentage of the premiums as reflected in the charts. The employee cost of the insurance premium shall not exceed limits established in the charts. Employees under contract half-time, but less than full-time, will be provided the same coverage if they pay one-half (1/2) of the entire premium. Employees under contract less than half-time will be permitted to participate in the group insurance program if they pay the entire premium. The employee-paid portion of the premium shall be sheltered under Section 125 of the Internal Revenue Code.

**Employee Monthly Portion (Maximum) – FY23 Steps 1-24**

<u>Tier</u>	<u>Employee Portion</u>
<u>Single</u>	<u>15%</u>
<u>Single+Spouse</u>	<u>30%</u>
<u>Single+Child(ren)</u>	<u>30%</u>
<u>Family</u>	<u>24%</u>

For employees hired on or before July 1, 2018 who will be step 25 and above prior to the start of the 22-23 school year shall pay a percentage of the premiums as reflected in the below chart. The employee cost of insurance shall not exceed limits established below.

**Employee Monthly Portion (Maximum) – FY23 Steps 25+ & 5.75%**

<u>Tier</u>	<u>Employee portion</u>
<u>Single</u>	<u>12%</u>
<u>Single+Spouse</u>	<u>20%</u>
<u>Single+Child(ren)</u>	<u>20%</u>
<u>Family</u>	<u>12%</u>

- B. Health and medical insurance coverage for the family of employees will be on an optional basis. Employees electing to provide coverage through one of the family tiers shall pay a percentage of the premiums as reflected in the respective charts. The employee cost of insurance shall not exceed limits established in the charts.
- C. Starting in Calendar Year 2021, the plan shall, as exemplified in the single plan, be a \$1,000 deductible with a \$3,250 maximum out of pocket. Family deductibles and out of pocket maximums reflect three times the single plan.
- D. Prescription Cards: Prescription cards will be made available to each employee that is receiving health and medical coverage. Employees should direct any questions or concerns to the District Business Office.
- E. Wellness Incentive: the bonus for participation in the employee wellness screening (blood draw) shall be granted \$100 for single plans and \$200 for any of the family tiers.
- F. A second, high deductible health insurance plan or other options from the Insurance committee is offered to employees on a voluntary basis. The employee portion may be free for employee only or 15% for participation in one of the three family tiers.
- G. Newly hired employees who commence work at the beginning of an academic year will receive insurance coverage commencing on September 1 of the employee’s first year of employment. Employees hired at any time other than the beginning of the academic year will commence receiving insurance coverage on the first day of the month following the date they begin employment in the District (e.g. an employee beginning work on November 15 will commence receiving insurance coverage on December 1).

Employees resigning or otherwise severing their employment relationship with the school District at the end of any academic year, will continue to receive insurance coverage through August 31 of

such year (e.g. an employee who submits a notice of resignation in March, effective the last day of the school term, will have District provided insurance coverage through August 31<sup>st</sup> of that year).

Employees resigning or otherwise severing their employment relationship with the school District at any time other than the end of the academic year will cease to have insurance coverage on the last day of the termination month of employment (e.g. an employee terminating employment on March 14, will cease to have insurance coverage on March 31).

Nothing in this contract will preclude DEA and Board from bargaining employee settlement agreements involving this topic.

- H. The health and medical insurance coverage which is presently in effect will be on an optional basis for employees that retire from the District. Retirees that opt to participate in the employee group health insurance plan will pay the entire annual premium plus the surcharge imposed by the insurance carrier. Coverage will end when the retiree reaches the age of sixty-five (65).
- I. Health insurance for the family of the retiree will be on an optional basis. Retirees that opt for this coverage will pay the entire premium. Coverage will end when the retiree or dependent reaches sixty-five (65), whichever comes first.
- J. The Board will provide each employee that is under contract full-time with Twenty Thousand and 00/100 Dollars (\$20,000.00) in group life insurance, double indemnity in case of accidental death. This insurance shall be paid for by the Board. Employees under contract half-time, but less than full-time, will be provided the same coverage if they pay one-half (1/2) of the premium. Employees under contract for less than half-time will be permitted to participate in the group insurance program if they pay the entire amount.
- K. Flex Plan

The following options are available to employees of the District. Employees should direct any questions or concerns to the District Business Office.

1. Dependent Care Assistance Plan

This plan will enable each participant to elect to receive payments or reimbursements of his/her dependent care expenses that are excludable from the participant's gross income under Section 129 of the IRS Code.

2. Medical Reimbursement Plan

This plan will enable each participant to elect to receive payments or reimbursements of his/her medical care expenses that are excludable from the participant's gross income under Section 105(b) of the IRS Code.

3. Volunteer Dental Plan

This volunteer dental plan will enable each employee to participate in a group dental plan. A minimum of ten (10) employees must enroll.

- L. If the District Insurance Committee considers any change to insurance, during the term of this contract or between contracts, the Association and the Board will reduce to writing any proposed changes. Decision making shall be made through 80% agreement of those voting members in attendance. These proposed changes will be taken to membership for ratification. Upon ratification of membership, it will be taken to the Board for approval. Committee voting members will include up to seven (7) DEA members (1:100 DEA employees) and four (4) representatives of the Board. Administration is responsible for securing membership from other employee groups.

#### ARTICLE XIV COMPENSATION

- A. The salary of all employees will be in accordance with the salary table and the Schedule B table which are attached at the end of this Agreement and made a part hereof.
- B. Coverage of classes or student groups shall occur only after all reasonable efforts to secure a substitute have been exhausted. Coverage assignments under this article shall be voluntary, unless otherwise specified for emergency situations. To ensure instructional continuity when a substitute cannot be secured, while protecting instructional planning time and maintaining reasonable workload expectations, the following process will be utilized to notify and secure internal substitutes.
  - 1. At the middle school and high school levels (including the middle school at the K-8 buildings) a teacher may volunteer to relinquish one (1) planning period and receive \$33 to cover a class, or student group. No such employee shall cover more than one (1) period per day. No employee shall be assigned more than three (3) total groups in a day. Coverage under this provision shall not exceed three (3) days per week without approval from the Director of Human Resources or designee in consultation with the Department of Teaching & Learning
    - a. Except in documented emergency situations with approval from the Director of Human Resources in consultation with the Department of Teaching & Learning and the building administration, no certified non-classroom position shall be considered for coverage assignments. In the case of an approved exception, no more than one (1) group in one (1) coverage period shall be assigned.
    - b. Middle school teachers at the Alternative Education program may volunteer to take 5<sup>th</sup> or 6<sup>th</sup> grade students. Teachers will receive \$150 for a full day and \$75 for a half day. For groups less than 5 students, teachers will receive \$100 for a full day and \$50 for a half day.
  - 2. At the elementary level (including K-8 buildings), when a substitute cannot be secured, teachers may volunteer to take up to two (2) groups of students per day. Each classroom shall be divided by the teacher into a maximum of 5 groups. Assignment of groups shall

be based on grade-level bands: Kindergarten – Grade 3 or Grades 3-5 (or Grades 3 – 6 where applicable). Every effort shall be made to include students in the instructional pattern of the day. Teachers should have instructional materials prepared for their students in the case of their absence.

- a. If after grade-level bands and all classroom teachers are offered the opportunity to substitute, elementary level encore teachers (e.g., art, music, PE, library) shall be allowed to take one (1) group per day. Specialists shall not be assigned additional groups beyond this limit.
  - b. Teachers who take additional students must keep them when their class goes to a specialist. If additional students have a specialist scheduled, students will go to the specialist at the regularly scheduled time. Teachers who accept additional students must retain those students during their plan time. All students shall eat lunch during the time of the classroom to which they are temporarily assigned.
  - c. Teachers accepting students will receive \$150 for a full day and \$75 for a half day. For those in the retirement track, refer to retirement language. Teachers who volunteer to take individual or pairs of students shall do so without compensation.
  - d. In the event where a substitute teacher cannot be secured in grades K-6 for an encore position (Music, Art, P.E.) and all avenues to secure a substitute have been exhausted, a teacher may volunteer to keep their rostered classroom of students during plan time and be compensated \$33. A teacher will not be compensated for more than 1 plan time per day.
3. Self-contained Special Education splits and groups of students, including at the elementary level instructional cross categorical classroom, and Macon Piatt programs (Life Skills, Essential Skills SELA, and SED) shall not exceed statutory or regulatory limits. Teachers who take additional students will be paid \$150 for a full day and \$75 for a half day.

Group size and composition shall be determined by the Director of Special Education in consultation with the Director of Human Resources (or designee), taking into consideration student needs, service requirements, and applicable legal and programmatic guidelines.

4. If there are not enough volunteers secured at any level, then members in the 5.75% retirement track may volunteer without receiving compensation.
  5. The Director of Human Resources, the Director of Teaching and Learning, or designee, and the DEA President shall collaborate to provide building administration with no more than two (2) alternatives for how to administer internal substitutions by August 1<sup>st</sup> of each year.
- C. Teachers choosing to write lesson plans, grade work, or progress monitor students in classrooms managed by a substitute will be compensated at an hourly rate of thirty-three (\$33), not to exceed five (5) hours weekly. At the secondary level, an employee can choose to have an extra planning period in lieu of pay if the schedule will allow.

- D. Teachers choosing to provide IEP case management for vacant positions will be compensated at an hourly rate of thirty-three (\$33), not to exceed two (2) hours per each student requiring an IEP annual review and not to exceed five (5) hours per each student requiring a three-year reevaluation.
- E. School Psychologists who are assigned additional buildings/Districts who require the time outside of a normal school day to complete the extra evaluation reports, record reviews, and meetings will be compensated at the rate of fifty (\$50) an hour, not to exceed ten (10) hours weekly, according to the following formula.
  - 50% or less of Psych positions filled – not to exceed 10 hours weekly
  - 51-79% of Psych positions filled – not to exceed 8 hours weekly
  - 80-100% of Psych positions filled – not to exceed 5 hours weekly
- F. Social workers who are assigned to provide service for a vacant position in another building will be compensated at an hourly rate of fifty (\$50), not to exceed five (5) hours per week. Social workers who are split between no less than two buildings, have to complete initial and reevaluations, and complete necessary paperwork to stay in compliance with IEPs will be compensated at the rate of fifty (\$50) an hour not to exceed five (5) hours weekly.
- G. When a bargaining unit member in the retirement track performs these duties, they will be granted a vacation day per fifteen (15) hours of performed work. Each vacation day will be paid post-retirement at the rate of five hundred dollars (\$500) per day.
- H. Early Bird/Late Bird Teachers will be compensated at the same hourly rate of \$33 per hour regardless of degree. Employees are expected to attend all building level meetings. Teachers will be selected by administration with input from department heads.

I. Professional Credential Stipend

School Psychologists, School Social Workers, and Speech-Language Pathologists shall receive an annual stipend in the amount below. This stipend is provided in recognition of the additional education, training, and credentialing requirements required for licensure and certification in these specialized professional fields.

This stipend shall be paid in equal installments over the course of the employee’s regular pay schedule and shall be in addition to the employee’s base salary. Eligibility for the stipend shall be contingent upon the employee holding and maintaining the appropriate licensure and credentials required for their assigned position.

Psychologist, SLP, and Social Worker Stipends

Stipend for SLPs (in-person)

- Year 1 \$6,000
- Year 2 \$7,000
- Year 3 \$8,000

Stipend for Virtual SLPs (for those Virtual SLPs who began work as a Virtual SLP on or after 7/1/2026)

Year 1 \$2,500  
Year 2 \$2,500  
Year 3 \$2,500

Stipend for Psychologists (in-person)

Year 1 \$6,000  
Year 2 \$7,000  
Year 3 \$8,000

Stipend for Virtual Psychologists (for those Virtual Psychologists who began work as a Virtual Psychologist on or after 7/1/2026)

Year 1 \$2,500  
Year 2 \$2,500  
Year 3 \$2,500

Stipend for Social Workers

Year 1 \$5,000  
Year 2 \$5,000  
Year 3 \$5,000

Under no circumstances should certified staff who are engaged with other students be expected to simultaneously provide supervision for the students receiving virtual services.

- J. Speech Language Pathologists who are over a combined weighted caseload of 55 and who require time outside of a normal school day to complete the extra duties associated with managing this caseload will be compensated at the rate of \$50 an hour, not to exceed five (5) hours weekly. Members in the 5.75% retirement track may volunteer without receiving compensation.

## ARTICLE XV

### SUMMER SCHOOL

- A. Summer Program schedules shall be in conformity with state law to take advantage of state aid.

Hourly Rate:

Driver Training Teachers (behind the wheel) and Summer School Teachers will be compensated at the same hourly rate of \$33.00 per hour regardless of degree. The maximum number of Behind the Wheel hours permitted is three (3) hours on days when school is in session. The maximum number of Behind the Wheel Hours permitted is five (5) hours per day during the summer, on Saturday and other days when school is not in session.

Certified employees who are employed as teaching assistants during summer school will be paid the current teaching assistant rates.

- B. Applications for summer school teaching may be made by qualified employees by completing an on-line application available on the Decatur Public School website. Applications shall be filed with the Director of Human Resources or designee on the date announced by the Superintendent.
- C. Applicants that, in the judgment of the Director of Human Resources or designee, are considered as being the best qualified to meet the needs of the summer school program, will be selected for summer school teaching positions. The criteria (in order of importance) utilized in evaluating all applicants will include the following:
  - 1. Certification
  - 2. District employee
  - 3. Prior years' experience in the content area at the middle school and high school level for the applied position (N/A for Apex)
  - 4. Current grade level band experience for the applied position
  - 5. Most recent school term evaluations (Hire Distinguished over Proficient Summative evaluation rating)
  - 6. Summer school informal evaluations
  - 7. Education level

If multiple teachers apply, teachers may only teach one session of an online mixed credit retrieval class during the summer.

If applicants meet criteria specifications equally, positions will be awarded at the discretion of the Director of Human Resources or designee.

- D. All applicants will receive notification from the Human Resources Office that they have either been tentatively selected, subject to adequate student registration in the classes they are scheduled to teach, or have not been selected for a summer school teaching position. Applicants not selected at this time will receive priority for hiring if additional positions are needed in their respective teaching areas for the summer school program.

## ARTICLE XVI

### MISCELLANEOUS PROVISIONS

- A. This Agreement shall be printed and distributed to all employees. This cost shall be shared between the Board and the Association.
- B. Employees shall be informed of a telephone number they may call to report unavailability for work. Employees shall report unavailability for work at the earliest possible time and shall make every effort to report no later than one and one-half (1 1/2) hours prior to the employee's instructional duty and no later than 7:00 a.m.
- C. In schools where continuous cafeteria service is not available for employee use, the employees, with prior consent of the principal, may arrange installation of vending machines for beverages and

confections. The installation, operation, control and maintenance of these shall be the responsibility of the employees in that building. All proceeds shall be used in such a manner as the employees in that building determine.

- D. Permission may be granted employees for the purpose of making professional presentations, speeches or providing consultant services to other districts and professional organizations. Employees are required to have advance approval of their principal and the appropriate director. Normally, travel and living expenses shall be the responsibility of the organization serviced; however, when employees actually represent the District, expenses may be authorized by the appropriate director or the Superintendent if expenses are not paid by the organization served. The District shall be reimbursed from any compensation received, up to the employee's daily salary, and for any expenses paid by the District.
- E. Building administrators will make every reasonable effort to be in attendance and visible on student attendance days. Every reasonable effort will be made to hold District meetings outside the school day. Employees will be made aware who the responsible administrator is if the principal cannot be reached during the day. No employee shall be required to substitute for an administrator. Such substitution will be *voluntary*.
- F. Employees who live within District boundaries may select the Decatur Public School they wish their own children to attend, provided selected school is not at capacity for that grade. The choice must be made prior to the lottery selection process for magnet schools to ensure available seat(s) for the following school year. Employees with preschool age students may select a school with a preschool program, but will still be expected to pay the tuition fee for programs with associated fees. For grant-funded preschool programs, student must meet admission criteria. Bussing will be provided only pursuant to Decatur's board policy regarding transportation.

ARTICLE XVII  
LIMITATIONS

- A. If any portion of this Agreement is in violation of any law of the State of Illinois, that portion in disagreement shall be considered null and void. All other portions of the Agreement shall remain valid and in force.
- B. Until all appeals are exhausted with respect to the legality, validity or enforceability of such provision, the provision shall remain in full force and effect.
- C. The Association agrees that there shall be no strike for the duration of this Agreement.

ARTICLE XVIII  
BOARD AUTHORITY

It is the law of the State of Illinois that the determination and administration of school policy, the operation and management of the schools and the direction of employees are vested exclusively in

the Board. It is the duty of all employees to carry out the policies and regulations as stipulated by the Board. The decision of the Board in matters pertaining to the determination and administration of school policy, the operation and management of the schools and the direction of employees shall be final, as long as the decisions of the Board are not in violation of the law of the State of Illinois or the Illinois Educational Labor Relations Act.

ARTICLE XIX  
DURATION OF AGREEMENT

- A. This agreement shall be effective on the first day of the 2026-2027 school year and shall expire at midnight on the last day before the first day of the 2029-2030 school year.
- B. This agreement shall constitute the full and complete understanding and commitment between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement. No departure from a provision of this Agreement by either party, or by their officers, agents or representatives shall be construed to constitute a continuing waiver of the right to enforce such provision.

Approved and signed this \_\_\_\_\_ day of June, 2026

BOARD OF EDUCATION

DECATUR EDUCATION ASSOCIATION

\_\_\_\_\_  
President

\_\_\_\_\_  
President

\_\_\_\_\_  
Chairman, Negotiation Team

\_\_\_\_\_  
Chairman, Negotiation Team

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Negotiation Team Member

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Negotiation Team Member

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Negotiation Team Member

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Negotiation Team Member

**SALARY SCHEDULE, SALARY ADJUSTMENT AND PAYROLL PROCEDURES**

Employees' Compensation Schedule including Board contribution to Illinois Teachers' Retirement System (TRS). This salary schedule is based on a teaching year of one hundred eighty (180) days. Salary adjustments for days not worked shall be at the rate of 1/180 of the contract amount. For purposes of annual increases, all employees shall have their salary increased by one step for each year of service.

## Salary Schedules

Salary Schedules														
School Years 2026-27, 2027-28, and 2028-29														
Step	Year 1 - 2026-2027				Step	Year 2 - 2027-2028				Step	Year 3 - 2028-2029			
		BA - FY27	MA - FY27	MA+32 - FY27			BA - FY28	MA - FY28	MA+32 - FY28			BA - FY29	MA - FY29	MA+32 - FY29
1	A	\$48,100.00	\$50,600.00	\$53,600.00	1	A	\$49,750.00	\$52,250.00	\$55,250.00	1	A	\$51,400.00	\$53,900.00	\$56,900.00
	B	\$4,757.14	\$5,004.39	\$5,301.09		B	\$4,920.32	\$5,167.58	\$5,464.28		B	\$5,083.51	\$5,330.76	\$5,627.47
	C	\$52,857.14	\$55,604.39	\$58,901.09		C	\$54,670.32	\$57,417.58	\$60,714.28		C	\$56,483.51	\$59,230.76	\$62,527.47
2	A	\$48,975.00	\$51,600.00	\$54,750.00	2	A	\$50,650.00	\$53,250.00	\$56,400.00	2	A	\$52,300.00	\$54,900.00	\$58,050.00
	B	\$4,843.68	\$5,103.29	\$5,414.83		B	\$5,009.34	\$5,266.48	\$5,578.02		B	\$5,172.52	\$5,429.66	\$5,741.20
	C	\$53,818.68	\$56,703.29	\$60,164.83		C	\$55,659.34	\$58,516.48	\$61,978.02		C	\$57,472.52	\$60,329.66	\$63,791.20
3	A	\$49,850.00	\$52,600.00	\$55,900.00	3	A	\$51,550.00	\$54,250.00	\$57,550.00	3	A	\$53,200.00	\$55,900.00	\$59,200.00
	B	\$4,930.21	\$5,202.19	\$5,528.57		B	\$5,098.35	\$5,365.38	\$5,691.75		B	\$5,261.53	\$5,528.57	\$5,854.94
	C	\$54,780.21	\$57,802.19	\$61,428.57		C	\$56,648.35	\$59,615.38	\$63,241.75		C	\$58,461.53	\$61,428.57	\$65,054.94
4	A	\$50,725.00	\$53,600.00	\$57,050.00	4	A	\$52,450.00	\$55,250.00	\$58,700.00	4	A	\$54,100.00	\$56,900.00	\$60,350.00
	B	\$5,016.75	\$5,301.09	\$5,642.30		B	\$5,187.36	\$5,464.28	\$5,805.49		B	\$5,350.54	\$5,627.47	\$5,968.68
	C	\$55,741.75	\$58,901.09	\$62,692.30		C	\$57,637.36	\$60,714.28	\$64,505.49		C	\$59,450.54	\$62,527.47	\$66,318.68
5	A	\$51,600.00	\$54,600.00	\$58,200.00	5	A	\$53,350.00	\$56,250.00	\$59,850.00	5	A	\$55,000.00	\$57,900.00	\$61,500.00
	B	\$5,103.29	\$5,399.99	\$5,756.04		B	\$5,276.37	\$5,563.18	\$5,919.22		B	\$5,439.56	\$5,726.37	\$6,082.41
	C	\$56,703.29	\$59,999.99	\$63,956.04		C	\$58,626.37	\$61,813.18	\$65,769.22		C	\$60,439.56	\$63,626.37	\$67,582.41
6	A	\$52,475.00	\$55,600.00	\$59,350.00	6	A	\$54,250.00	\$57,250.00	\$61,000.00	6	A	\$55,900.00	\$58,900.00	\$62,650.00
	B	\$5,189.83	\$5,498.90	\$5,869.77		B	\$5,365.38	\$5,662.08	\$6,032.96		B	\$5,528.57	\$5,825.27	\$6,196.15
	C	\$57,664.83	\$61,098.90	\$65,219.77		C	\$59,615.38	\$62,912.08	\$67,032.96		C	\$61,428.57	\$64,725.27	\$68,846.15
7	A	\$53,350.00	\$56,600.00	\$60,500.00	7	A	\$55,150.00	\$58,250.00	\$62,150.00	7	A	\$56,800.00	\$59,900.00	\$63,800.00
	B	\$5,276.37	\$5,597.80	\$5,983.51		B	\$5,454.39	\$5,760.98	\$6,146.70		B	\$5,617.58	\$5,924.17	\$6,309.88
	C	\$58,626.37	\$62,197.80	\$66,483.51		C	\$60,604.39	\$64,010.98	\$68,296.70		C	\$62,417.58	\$65,824.17	\$70,109.88
8	A	\$54,225.00	\$57,600.00	\$61,650.00	8	A	\$56,050.00	\$59,250.00	\$63,300.00	8	A	\$57,700.00	\$60,900.00	\$64,950.00
	B	\$5,362.91	\$5,696.70	\$6,097.25		B	\$5,543.40	\$5,859.88	\$6,260.43		B	\$5,706.59	\$6,023.07	\$6,423.62
	C	\$59,587.91	\$63,296.70	\$67,747.25		C	\$61,593.40	\$65,109.88	\$69,560.43		C	\$63,406.59	\$66,923.07	\$71,373.62
9	A	\$55,100.00	\$58,600.00	\$62,800.00	9	A	\$56,950.00	\$60,250.00	\$64,450.00	9	A	\$58,600.00	\$61,900.00	\$66,100.00
	B	\$5,449.45	\$5,795.60	\$6,210.98		B	\$5,632.41	\$5,958.79	\$6,374.17		B	\$5,795.60	\$6,121.97	\$6,537.36
	C	\$60,549.45	\$64,395.60	\$69,010.98		C	\$62,582.41	\$66,208.79	\$70,824.17		C	\$64,395.60	\$68,021.97	\$72,637.36
10	A	\$56,000.00	\$59,650.00	\$64,010.00	10	A	\$57,850.00	\$61,325.00	\$65,700.00	10	A	\$59,500.00	\$63,020.00	\$67,380.00
	B	\$5,538.46	\$5,899.44	\$6,330.65		B	\$5,721.42	\$6,065.10	\$6,497.80		B	\$5,884.61	\$6,232.74	\$6,663.95
	C	\$61,538.46	\$65,549.44	\$70,340.65		C	\$63,571.42	\$67,390.10	\$72,197.80		C	\$65,384.61	\$69,252.74	\$74,043.95
11	A	\$56,900.00	\$60,700.00	\$65,220.00	11	A	\$58,750.00	\$62,400.00	\$66,950.00	11	A	\$60,400.00	\$64,140.00	\$68,660.00
	B	\$5,627.47	\$6,003.29	\$6,450.32		B	\$5,810.43	\$6,171.42	\$6,621.42		B	\$5,973.62	\$6,343.51	\$6,790.54
	C	\$62,527.47	\$66,703.29	\$71,670.32		C	\$64,560.43	\$68,571.42	\$73,571.42		C	\$66,373.62	\$70,483.51	\$75,450.54
12	A	\$57,800.00	\$61,750.00	\$66,430.00	12	A	\$59,650.00	\$63,475.00	\$68,200.00	12	A	\$61,300.00	\$65,260.00	\$69,940.00
	B	\$5,716.48	\$6,107.14	\$6,569.99		B	\$5,899.44	\$6,277.74	\$6,745.05		B	\$6,062.63	\$6,454.28	\$6,917.14
	C	\$63,516.48	\$67,857.14	\$72,999.99		C	\$65,549.44	\$69,752.74	\$74,945.05		C	\$67,362.63	\$71,714.28	\$76,857.14

13	A	\$58,700.00	\$62,800.00	\$67,640.00	13	A	\$60,550.00	\$64,550.00	\$69,450.00	13	A	\$62,200.00	\$66,380.00	\$71,220.00
	B	\$5,805.49	\$6,210.98	\$6,689.66		B	\$5,988.46	\$6,384.06	\$6,868.67		B	\$6,151.64	\$6,565.05	\$7,043.73
	C	\$64,505.49	\$69,010.98	\$74,329.66		C	\$66,538.46	\$70,934.06	\$76,318.67		C	\$68,351.64	\$72,945.05	\$78,263.73
14	A	\$59,600.00	\$63,850.00	\$68,850.00	14	A	\$61,450.00	\$65,625.00	\$70,700.00	14	A	\$63,100.00	\$67,500.00	\$72,500.00
	B	\$5,894.50	\$6,314.83	\$6,809.33		B	\$6,077.47	\$6,490.38	\$6,992.30		B	\$6,240.65	\$6,675.82	\$7,170.32
	C	\$65,494.50	\$70,164.83	\$75,659.33		C	\$67,527.47	\$72,115.38	\$77,692.30		C	\$69,340.65	\$74,175.82	\$79,670.32
15	A	\$60,500.00	\$64,900.00	\$70,060.00	15	A	\$62,350.00	\$66,700.00	\$71,950.00	15	A	\$64,000.00	\$68,620.00	\$73,780.00
	B	\$5,983.51	\$6,418.67	\$6,929.00		B	\$6,166.48	\$6,596.70	\$7,115.93		B	\$6,329.66	\$6,786.59	\$7,296.92
	C	\$66,483.51	\$71,318.67	\$76,989.00		C	\$68,516.48	\$73,296.70	\$79,065.93		C	\$70,329.66	\$75,406.59	\$81,076.92
16	A	\$61,400.00	\$65,950.00	\$71,270.00	16	A	\$63,250.00	\$67,775.00	\$73,200.00	16	A	\$64,900.00	\$69,740.00	\$75,060.00
	B	\$6,072.52	\$6,522.52	\$7,048.67		B	\$6,255.49	\$6,703.02	\$7,239.55		B	\$6,418.67	\$6,897.36	\$7,423.51
	C	\$67,472.52	\$72,472.52	\$78,318.67		C	\$69,505.49	\$74,478.02	\$80,439.55		C	\$71,318.67	\$76,637.36	\$82,483.51
17	A	\$62,300.00	\$67,000.00	\$72,480.00	17	A	\$64,150.00	\$68,850.00	\$74,450.00	17	A	\$65,800.00	\$70,860.00	\$76,340.00
	B	\$6,161.53	\$6,626.37	\$7,168.34		B	\$6,344.50	\$6,809.33	\$7,363.18		B	\$6,507.69	\$7,008.12	\$7,550.10
	C	\$68,461.53	\$73,626.37	\$79,648.34		C	\$70,494.50	\$75,659.33	\$81,813.18		C	\$72,307.69	\$77,868.12	\$83,890.10
18	A	\$63,200.00	\$68,050.00	\$73,690.00	18	A	\$65,050.00	\$69,925.00	\$75,700.00	18	A	\$66,700.00	\$71,980.00	\$77,620.00
	B	\$6,250.54	\$6,730.21	\$7,288.01		B	\$6,433.51	\$6,915.65	\$7,486.81		B	\$6,596.70	\$7,118.89	\$7,676.70
	C	\$69,450.54	\$74,780.21	\$80,978.01		C	\$71,483.51	\$76,840.65	\$83,186.81		C	\$73,296.70	\$79,098.89	\$85,296.70
19	A	\$64,100.00	\$69,100.00	\$74,900.00	19	A	\$65,950.00	\$71,000.00	\$76,950.00	19	A	\$67,600.00	\$73,100.00	\$78,900.00
	B	\$6,339.55	\$6,834.06	\$7,407.68		B	\$6,522.52	\$7,021.97	\$7,610.43		B	\$6,685.71	\$7,229.66	\$7,803.29
	C	\$70,439.55	\$75,934.06	\$82,307.68		C	\$72,472.52	\$78,021.97	\$84,560.43		C	\$74,285.71	\$80,329.66	\$86,703.29
20	A	\$65,000.00	\$70,150.00	\$76,110.00	20	A	\$66,850.00	\$72,075.00	\$78,200.00	20	A	\$68,500.00	\$74,220.00	\$80,180.00
	B	\$6,428.57	\$6,937.91	\$7,527.36		B	\$6,611.53	\$7,128.29	\$7,734.06		B	\$6,774.72	\$7,340.43	\$7,929.88
	C	\$71,428.57	\$77,087.91	\$83,637.36		C	\$73,461.53	\$79,203.29	\$85,934.06		C	\$75,274.72	\$81,560.43	\$88,109.88
21	A	\$65,900.00	\$71,215.00	\$77,370.00	21	A	\$67,750.00	\$73,200.00	\$79,500.00	21	A	\$69,425.00	\$75,395.00	\$81,520.00
	B	\$6,517.58	\$7,043.23	\$7,651.97		B	\$6,700.54	\$7,239.55	\$7,862.63		B	\$6,866.20	\$7,456.64	\$8,062.41
	C	\$72,417.58	\$78,258.23	\$85,021.97		C	\$74,450.54	\$80,439.55	\$87,362.63		C	\$76,291.20	\$82,851.64	\$89,582.41
22	A	\$66,800.00	\$72,280.00	\$78,630.00	22	A	\$68,650.00	\$74,325.00	\$80,800.00	22	A	\$70,350.00	\$76,570.00	\$82,860.00
	B	\$6,606.59	\$7,148.56	\$7,776.59		B	\$6,789.55	\$7,350.82	\$7,991.20		B	\$6,957.69	\$7,572.85	\$8,194.94
	C	\$73,406.59	\$79,428.56	\$86,406.59		C	\$75,439.55	\$81,675.82	\$88,791.20		C	\$77,307.69	\$84,142.85	\$91,054.94
23	A	\$67,700.00	\$73,345.00	\$79,890.00	23	A	\$69,550.00	\$75,450.00	\$82,100.00	23	A	\$71,275.00	\$77,745.00	\$84,200.00
	B	\$6,695.60	\$7,253.89	\$7,901.20		B	\$6,878.56	\$7,462.08	\$8,119.77		B	\$7,049.17	\$7,689.06	\$8,327.46
	C	\$74,395.60	\$80,598.89	\$87,791.20		C	\$76,428.56	\$82,912.08	\$90,219.77		C	\$78,324.17	\$85,434.06	\$92,527.46
24	A	\$68,600.00	\$74,410.00	\$81,150.00	24	A	\$70,450.00	\$76,575.00	\$83,400.00	24	A	\$72,200.00	\$78,920.00	\$85,540.00
	B	\$6,784.61	\$7,359.22	\$8,025.82		B	\$6,967.58	\$7,573.34	\$8,248.34		B	\$7,140.65	\$7,805.27	\$8,459.99
	C	\$75,384.61	\$81,769.22	\$89,175.82		C	\$77,417.58	\$84,148.34	\$91,648.34		C	\$79,340.65	\$86,725.27	\$93,999.99
25	A	\$69,500.00	\$75,475.00	\$82,410.00	25	A	\$71,350.00	\$77,700.00	\$84,700.00	25	A	\$73,125.00	\$80,095.00	\$86,880.00
	B	\$6,873.62	\$7,464.55	\$8,150.43		B	\$7,056.59	\$7,684.61	\$8,376.91		B	\$7,232.14	\$7,921.48	\$8,592.52
	C	\$76,373.62	\$82,939.55	\$90,560.43		C	\$78,406.59	\$85,384.61	\$93,076.91		C	\$80,357.14	\$88,016.48	\$95,472.52
26	A	\$70,400.00	\$76,540.00	\$83,670.00	26	A	\$72,250.00	\$78,825.00	\$86,000.00	26	A	\$74,050.00	\$81,270.00	\$88,220.00
	B	\$6,962.63	\$7,569.88	\$8,275.05		B	\$7,145.60	\$7,795.87	\$8,505.49		B	\$7,323.62	\$8,037.68	\$8,725.05
	C	\$77,362.63	\$84,109.88	\$91,945.05		C	\$79,395.60	\$86,620.87	\$94,505.49		C	\$81,373.62	\$89,307.68	\$96,945.05
27	A	\$71,300.00	\$77,605.00	\$84,930.00	27	A	\$73,150.00	\$79,950.00	\$87,300.00	27	A	\$74,975.00	\$82,445.00	\$89,560.00
	B	\$7,051.64	\$7,675.21	\$8,399.66		B	\$7,234.61	\$7,907.13	\$8,634.06		B	\$7,415.10	\$8,153.89	\$8,857.57
	C	\$78,351.64	\$85,280.21	\$93,329.66		C	\$80,384.61	\$87,857.13	\$95,934.06		C	\$82,390.10	\$90,598.89	\$98,417.57

28	A	\$72,200.00	\$78,670.00	\$86,190.00	28	A	\$74,050.00	\$81,075.00	\$88,600.00	28	A	\$75,900.00	\$83,620.00	\$90,900.00
	B	\$7,140.65	\$7,780.54	\$8,524.28		B	\$7,323.62	\$8,018.40	\$8,762.63		B	\$7,506.59	\$8,270.10	\$8,990.10
	C	\$79,340.65	\$86,450.54	\$94,714.28		C	\$81,373.62	\$89,093.40	\$97,362.63		C	\$83,406.59	\$91,890.10	\$99,890.10
29	A	\$73,100.00	\$79,735.00	\$87,450.00	29	A	\$74,950.00	\$82,200.00	\$89,900.00	29	A	\$76,825.00	\$84,795.00	\$92,240.00
	B	\$7,229.66	\$7,885.87	\$8,648.89		B	\$7,412.63	\$8,129.66	\$8,891.20		B	\$7,598.07	\$8,386.31	\$9,122.63
	C	\$80,329.66	\$87,620.87	\$96,098.89		C	\$82,362.63	\$90,329.66	\$98,791.20		C	\$84,423.07	\$93,181.31	\$101,362.63
30	A	\$74,000.00	\$80,800.00	\$88,710.00	30	A	\$75,850.00	\$83,325.00	\$91,200.00	30	A	\$77,750.00	\$85,970.00	\$93,580.00
	B	\$7,318.67	\$7,991.20	\$8,773.51		B	\$7,501.64	\$8,240.93	\$9,019.77		B	\$7,689.55	\$8,502.52	\$9,255.16
	C	\$81,318.67	\$88,791.20	\$97,483.51		C	\$83,351.64	\$91,565.93	\$100,219.77		C	\$85,439.55	\$94,472.52	\$102,835.16
31	A	\$74,900.00	\$81,865.00	\$89,970.00	31	A	\$76,750.00	\$84,450.00	\$92,500.00	31	A	\$78,675.00	\$87,145.00	\$94,920.00
	B	\$7,407.68	\$8,096.53	\$8,898.12		B	\$7,590.65	\$8,352.19	\$9,148.34		B	\$7,781.04	\$8,618.73	\$9,387.68
	C	\$82,307.68	\$89,961.53	\$98,868.12		C	\$84,340.65	\$92,802.19	\$101,648.34		C	\$86,456.04	\$95,763.73	\$104,307.68
32	A	\$75,800.00	\$82,930.00	\$91,230.00	32	A	\$77,650.00	\$85,575.00	\$93,800.00	32	A	\$79,600.00	\$88,320.00	\$96,260.00
	B	\$7,496.70	\$8,201.86	\$9,022.74		B	\$7,679.66	\$8,463.45	\$9,276.91		B	\$7,872.52	\$8,734.94	\$9,520.21
	C	\$83,296.70	\$91,131.86	\$100,252.74		C	\$85,329.66	\$94,038.45	\$103,076.91		C	\$87,472.52	\$97,054.94	\$105,780.21
33	A	\$76,700.00	\$83,995.00	\$92,490.00	33	A	\$78,550.00	\$86,700.00	\$95,100.00	33	A	\$80,525.00	\$89,495.00	\$97,600.00
	B	\$7,585.71	\$8,307.19	\$9,147.35		B	\$7,768.67	\$8,574.72	\$9,405.49		B	\$7,964.00	\$8,851.14	\$9,652.74
	C	\$84,285.71	\$92,302.19	\$101,637.35		C	\$86,318.67	\$95,274.72	\$104,505.49		C	\$88,489.00	\$98,346.14	\$107,252.74
34	A	\$77,600.00	\$85,060.00	\$93,750.00	34	A	\$79,450.00	\$87,825.00	\$96,400.00	34	A	\$81,450.00	\$90,670.00	\$98,940.00
	B	\$7,674.72	\$8,412.52	\$9,271.97		B	\$7,857.68	\$8,685.98	\$9,534.06		B	\$8,055.49	\$8,967.35	\$9,785.26
	C	\$85,274.72	\$93,472.52	\$103,021.97		C	\$87,307.68	\$96,510.98	\$105,934.06		C	\$89,505.49	\$99,637.35	\$108,725.26
35	A	\$78,500.00	\$86,125.00	\$95,010.00	35	A	\$80,350.00	\$88,950.00	\$97,700.00	35	A	\$82,375.00	\$91,845.00	\$100,280.00
	B	\$7,763.73	\$8,517.85	\$9,396.58		B	\$7,946.70	\$8,797.24	\$9,662.63		B	\$8,146.97	\$9,083.56	\$9,917.79
	C	\$86,263.73	\$94,642.85	\$104,406.58		C	\$88,296.70	\$97,747.24	\$107,362.63		C	\$90,521.97	\$100,928.56	\$110,197.79
36	A	\$79,400.00	\$87,190.00	\$96,270.00	36	A	\$81,250.00	\$90,075.00	\$99,000.00	36	A	\$83,300.00	\$93,020.00	\$101,620.00
	B	\$7,852.74	\$8,623.18	\$9,521.20		B	\$8,035.71	\$8,908.51	\$9,791.20		B	\$8,238.45	\$9,199.77	\$10,050.32
	C	\$87,252.74	\$95,813.18	\$105,791.20		C	\$89,285.71	\$98,983.51	\$108,791.20		C	\$91,538.45	\$102,219.77	\$111,670.32

## A. Placement & Experience Credit

Individual salaries under this salary schedule are subject to the following conditions:

1. Teaching experience for salary placement purposes shall be defined as full-time employment in a Pre-K – 12 teaching position in a public school or in a private school recognized by the Illinois State Board of Education (ISBE), where such position required the employee to hold and maintain a Professional Educator License endorsed for the content area assigned.
2. For bargaining unit members who hold a Professional Educator License endorsed for school support personnel, teaching experience shall also include full-time professional experience gained in a private clinical setting, including the fields of Psychology, Speech-Language Pathology, Social Work, and Nursing.
3. The District shall also grant up to a maximum of two (2) years of experience credit for prior military service, provided that the employee presents prior proof such services is determined to be creditable by the Teachers' Retirement System (TRS) and is otherwise eligible for recognition under TRS rules and applicable statutes.
4. New employees licensed under the Career & Technical Educator License filling a position vacancy designated hard to fill by District 61 will receive one step for every two (2) years of relevant experience.
5. School social workers and speech pathologists employed by the District will be placed on the salary schedule in the MA+32 column. Said employees will receive credit for prior relevant experience for placement on the salary schedule.
6. For teachers hired with experience outside the United States, experience credit shall be awarded only for teaching service performed after the individual obtained credentials equivalent to a Professional Educator License in their home country, or after the individual earned a Bachelor's degree and obtained official teacher licensure. Eligibility for such credit shall be contingent upon satisfactory verification of credentials and prior to employment by the District.
7. A substitute teacher employed by Decatur Public Schools who transitions directly into a professional educator licensed staff position covered by this Agreement, without any break in service, shall receive experience credit on the teacher salary schedule. One (1) year of credit shall be granted for each full school year in which the substitute teacher completed a full TRS-creditable earnings year (a "full school year" is 170 days in any school year) with Decatur Public Schools. Such credit shall be applied upon the employee's initial hire into a certified teaching position and shall not exceed five (5) total years of substitute service. Eligibility for experience credit is limited exclusively to substitute service that is recognized as creditable by the Teachers' Retirement System (TRS).
8. A Teaching Assistant employed by Decatur Public Schools who obtains teacher certification and transitions directly into a certified teaching position with the District, with out any break in service, shall be eligible for experience credit on the teacher salary schedule. Such credit

shall be awarded at a ratio of one (1) year of experience credit for each three (3) years of verified Teaching Assistant service with the District. Experience credit granted under this provision shall not exceed ten (10) total years. Eligibility for credit is limited exclusively to verified service performed as a Teaching Assistant with Decatur Public Schools.

9. Professional educator licensed staff with a start date on or before October 1<sup>st</sup> of the school year (or who worked 80% of the full school year) shall receive one (1) full year's credit on the salary schedule. Professional educator licensed staff hired after October 1<sup>st</sup> shall remain on the same step the next school year.
10. Credit after the Master's degree must be approved by the Superintendent (or designee) before movement is allowable on the schedule.

#### 11. Retirement Incentive

To be eligible for any of the following plans, an employee must meet the following requirements:

1. Be at least sixty (60) years of age by the last day of service in the District; or
2. Be at least fifty-five (55) years of age with thirty-five (35) years of creditable service as defined by the Illinois Teachers' Retirement System by the last day of service in the District.

The District may require proof of eligibility.

For purposes of this section, TRS creditable compensation (earnings) is compensation recognized by TRS as salary reporting and retirement purposes no matter whether the employer is the District or any other employer (80 Ill. Admin. Code 1650.450). One can look up creditable earnings on the TRS website.

#### **One-Year Plan**

If an eligible employee gives the Board an irrevocable letter of retirement prior to May 1 stating that he/she shall retire at the end of the next school year, the employee will be removed from the salary schedule and for the final year of employment the employee's

TRS creditable earnings shall be increased by five and seventy five hundredths percent (5.75%) over the employee's TRS creditable earnings for the prior year of employment. In order to be eligible for this retirement incentive, employees must be employed by the District for the fifteen (15) consecutive years that precede the retirement date.

**Example:** The employee's prior year TRS creditable earnings were \$65,000.00. The employee's final year TRS creditable earnings will be \$68,737.50 (i.e., \$65,000 x 1.0575 = \$68,737.50).

### **Two-Year Plan**

If an eligible employee gives the Board an irrevocable letter of retirement prior to May 1 two (2) years prior to the year of retirement, the employee will be removed from the salary schedule and for the final two (2) years of employment the employee's TRS creditable earnings shall be increased by five and seventy five hundredths percent (5.75%) over the employee's TRS creditable earnings for the prior years of employment respectively. In order to be eligible for this retirement incentive, employees must be employed by the District for the sixteen (16) consecutive years that precede the retirement date.

**Example:** An employee will retire on June 30, 2028. The employee's TRS creditable earnings for the 2025-2026 school year were \$65,000.00. The employee's TRS creditable earnings for the 2026-2027 school year will be \$68,737.50 (i.e.,  $\$65,000 \times 1.0575 = \$68,737.50$ ). The employee's TRS creditable earnings for the 2027-2028 school year will be \$72,689.91 (i.e.,  $\$68,737.50 \times 1.0575 = \$72,689.91$ ).

### **Three-Year Plan**

If an eligible employee gives the Board an irrevocable letter of retirement prior to May 1 three (3) years prior to the year of retirement, the employee will be removed from the salary schedule and for the final three (3) years of employment the employee's TRS creditable earnings shall be increased by five and seventy five hundredths percent (5.75%) over the employee's TRS creditable earnings for the prior years of employment respectively. In order to be eligible for this retirement incentive, employees must be employed by the District for the seventeen (17) consecutive years that precede the retirement date.

**Example:** An employee will retire on June 30, 2029. The employee's TRS creditable earnings for the 2025-2026 school year were \$65,000.00. The employee's TRS creditable earnings for the 2026-2027 school year will be \$68,737.50 (i.e.,  $\$65,000 \times 1.0575 = \$68,737.50$ ). The employee's TRS creditable earnings for the 2027-2028 school year will be \$72,689.91 (i.e.,  $\$68,737.50 \times 1.0575 = \$72,689.91$ ). The employee's TRS creditable earnings for the 2028-2029 school year will be \$76,869.64 (i.e.,  $\$72,689.91 \times 1.0575 = \$76,869.64$ ).

### **Four-Year Plan**

If an eligible employee gives the Board an irrevocable letter of retirement prior to May 1, four (4) years prior to the year of retirement, the employee will be removed from the salary schedule and for the final four (4) years of employment the employee's TRS creditable earnings shall be increased by five and seventy five hundredths percent (5.75%) over the employee's TRS creditable earnings for the prior years of employment respectively. In order to be eligible for this retirement incentive, employees must be employed by the District for the eighteen (18) consecutive years that precede the retirement date.

In addition, if a letter of retirement is received by May 1 prior to the final four years, and the employee has accumulated seventy-five (75) sick leave days, the employee's accumulated sick leave will immediately be increased to a total of 340 days of accumulated sick leave.

**Example:** An employee will retire on June 30, 2030. The employee's TRS creditable earnings for the 2025-2026 school year were \$65,000.00. The employee's TRS creditable earnings for the 2026-2027 school year will be \$68,737.50 (i.e.,  $\$65,000 \times 1.0575 = \$68,737.50$ ). The employee's TRS creditable earnings for the 2027-2028 school year will be \$72,689.91 (i.e.,  $\$68,737.50 \times 1.0575 = \$72,689.91$ ). The employee's TRS creditable earnings for the 2028-2029 school year will be \$76,869.64 (i.e.,  $\$72,689.91 \times 1.0575 = \$76,869.64$ ). The employee's TRS creditable earnings for the 2029-2030 school year will be \$81,289.65 (i.e.,  $\$76,869.64 \times 1.0575 = \$81,289.65$ ).

For purposes of payment of the 5.75% incentive, beginning with letters submitted by May 1, 2026, the payment will be paid in the following manner:

Five and seventy-five hundredths percent (5.75%) will be added to the previous year's creditable earnings, as described above, and paid in installments as selected by the employee throughout the school year commencing at the beginning of each school year.

While we acknowledge that there may be penalties paid to TRS from time to time, it is the goal of the Association and the District to reduce as much as possible the penalties paid to TRS when an employee is paid more than 105.75% of his/her previous year's creditable earnings. In order to meet that goal, compensation made to the employee for anything that is above and beyond the previous year's salary will be reduced from the final paycheck.

Furthermore, the list of those employees that are in the incentive program will be shared with Principals, Athletic Directors, Association Representatives, Director of Macon-Piatt Special Education Department and other relevant departments and administrators. The purpose of sharing this information is purely informational to make every effort to avoid paying compensation above the 5.75% incentive. Members of the Association that have received the list shall not suffer any discipline should an overpayment occur.

No later than August 25<sup>th</sup> of each year, the District will send notification of all TRS creditable earnings (itemized list) used to calculate the 5.75% incentive for the following year to each retiring employee.

Once a retirement letter is submitted, the employee (including employees from Macon-Piatt) will not be assigned an additional District Schedule B duty or a TRS reportable duty not currently being performed without the consent of the employee. Should the employee accept an additional Schedule B duty or a TRS reportable duty not currently being performed, such assignment shall be unpaid or deducted from the 5.75% incentive.

If an employee ceases to perform an extra duty assignment after a retirement letter is submitted, the employee's creditable earnings will be reduced by the portion that would have been paid for that duty, which consists of the last year's earnings for that duty plus 5.75% for that duty.

For example: If an employee ceases to perform an extra duty assignment in his or her final year of employment for which he or she was paid \$2,000.00 (TRS Creditable Earnings) in the previous year, the teacher's final year creditable earnings shall be reduced by \$2,060 (\$2,000 plus 5.75%).

In the event an employee has submitted his/her timely irrevocable letter of retirement but fails to meet the eligibility requirements because of illness or life changing circumstances, the Board in its sole discretion may allow the employee to rescind his/her letter of retirement, provided the employee returns to the Board any TRS creditable earnings paid to the employee in excess of the amount the employee would otherwise have received under the salary schedule for such year(s) in which the creditable earnings were paid.

The parties agree that if legislation is enacted and/or administrative rules are adopted during the life of this Agreement that result in a greater cost to the District than the costs generated by this Agreement, the provisions relating to such benefits shall be suspended and the parties will meet within thirty (30) days of the passage of the legislation/administrative rules to renegotiate said provisions.

#### A. Salary Adjustments

1. When an employee earns a degree or earns sufficient semester hours to move from one (1) salary schedule to another, adjustments on the salary schedule shall take place at the beginning of the ensuing semester. Full credit for teaching experience shall be given when adjustments are made. An official transcript of college credit and an application for adjustment must be filed with the Board to receive an adjustment. Transcripts must be in the office of the Director of Human Resources by October 1 and by February 1 for the change in salary to become effective for the respective semester.
2. An employee that takes a day off immediately prior to or following a holiday or vacation shall lose pay for the day of absence, but not for the holiday or vacation day. The deduction for any absence shall be at the rate of 1/180 of the employee's contract rate for each day of absence.

Employees that are unable to complete the school year and employees newly employed during the school year will receive compensation in proportion to that part of the school year that the employee is employed. The adjustment will be at the rate of 1/180 of the employee's annual rate for each school day.

#### B. Tuition Reimbursement

Any full-time, regularly employed member of the bargaining unit employed in a position requiring professional licensure (teacher, social worker, counselor, other similar job titles, e.g.) may apply for tuition reimbursement. Approval shall be on a first-applied, first-approved basis, subject to the availability of funds in the annual tuition reimbursement pool described below.

The tuition reimbursement pool shall be capped at Eighty Thousand Dollars (\$80,000) per fiscal year (July 1 through June 30). Once the annual pool is exhausted, no further reimbursements shall be approved for that fiscal year. Any funds remaining in the pool at the

end of a fiscal year shall revert to a zero balance and shall not carry over to the subsequent year.

To be eligible to receive reimbursement, the applicant shall:

1. Apply using the Association Tuition Reimbursement Form to the Superintendent or designee not later than September 1 for the fall term classes, not later than February 1 for spring term classes and not later than June 1 for summer term classes in any school year. The Superintendent or designee shall promptly approve or deny requests.
2. Demonstrate enrollment in the applicant's first master's degree program (no applicant shall receive a grant to obtain a second master's or any other licensure or degree) at an institution of higher education, which has been approved by the Director of Human Resources and the Association President.
3. Demonstrate completion of the course work previously approved by the Superintendent or designee by submitting an official transcript/grade card showing the course work successfully completed with a grade of B or better.

If the above conditions are met, an applicant approved for reimbursement shall receive an amount not to exceed cost of tuition or a maximum of \$400 per credit hour (to a total of 2 classes at 3 credit hours each) up to the capped responsibility of the pool to be funded by the Board per academic year. This reimbursement shall be non-taxable in accordance with the Internal Revenue Code.

Any employee who receives reimbursement hereunder and who resigns or retires from the District within two (2) calendar years of receipt of such funds shall reimburse the District for the amount they received.

Any of the above requirements may be waived at the discretion of the Superintendent and upon approval of the Association. The employer shall be obligated to fund the pool of \$80,000 each year. Funds will be expended from the pool in the order members of the bargaining unit apply and are approved. Approvals or denials shall be delivered to each applicant in the same order as requests are made.

4. The District shall reimburse 100% of the associated tuition cost for courses specifically required to obtain a content area related Master's Degree as required to actively teach dual credit courses (up to \$5,250 IRS non-taxable benefit per year). The associated tuition reimbursement shall be treated as a non-taxable benefit if allowed by the District's Educational Assistance Plan and if allowed by the Internal Revenue Service Code.

Instructors who perform dual teaching credit classes at one of the District's high schools, shall be provided an academic Schedule B payment in the amount of five hundred (\$500) per credit hour of classroom instruction provided.

C. Membership to Professional Organizations

Any full-time, regularly employed member of the bargaining unit employed in a position requiring professional licensure (e.g. teacher, speech-language pathologist, social worker, school psychologist, school nurse) may apply for membership reimbursement in a professional organization. Reimbursement shall be limited to one (1) professional organization membership per member per year. Reimbursement is limited to \$250 per member per year. To be eligible to receive reimbursement, the applicant shall:

1. Demonstrate the professional organization is relevant to the employee's current assignment (shall not include union dues or fees);
2. Provide the relevant professional organization membership form with the application for reimbursement, along with proof of payment.

#### D. Payroll Procedures

1. Direct Deposit: Employees shall be paid by direct deposit of their pay into the banking institution of their choice; it must have a routing number and an account number. Pay days shall be on a bi-weekly basis.
2. All employees will be paid on a twelve (12) month basis. Employees shall have the option of year-round, bi-weekly pay (26 pays) or academic year bi-weekly pay with lump sum balance at the end of the academic year. Employees whose positions are wholly or partially funded by grants must take academic year bi-weekly pay with lump sum balance at the end of the academic year. Employees desiring to be paid on a twelve (12) month (20 pay) basis or year-round (26 pays) basis will have their contractual salaries divided by the work year (currently 180 days), or work year as actually worked by the employee, if less than 180 days, for determining the gross daily pay. The gross pay during any pay period will be calculated on twenty-six (26) pays. Any balance (lump sum) in the Board's contractual salary commitment to an employee on the twelve (12) month option shall be paid on the last check covering the school year.
3. A deduction will be made from the salary of each employee as the employee's contribution to the Illinois Teachers' Retirement System. The amount to be deducted, presently nine percent (9%), will be in accordance with the state law which requires this contribution. There is a deduction for income tax on each salary payment to meet the terms of the Federal Withholding Tax and Illinois Withholding Tax. The amount of this deduction is determined by the salary and by the classification on the employees' Withholding Exemption Certificate.
4. Employees required to drive personal automobiles in the course of their employment or otherwise using their automobiles in service to the District shall be reimbursed at the current IRS mileage rate. Claims shall be made on a form provided by the Board. Claims shall be made and paid monthly.
5. Request for initiation and/or termination of annuity programs must be submitted in writing to the Business Office. Payroll deductions for annuities will be deducted in equal installments.
6. Retroactive deductions cannot be considered.

E. The rate of pay for employees on extended contracts shall be as stated in this Agreement for duties performed starting August 10, 2026 – midnight the day prior to the start of the 2029-2030 school year.

F. Contributions to Teacher Retirement

According to authority granted by the Pension Reform Act of 1974, Section 414(h) (2) of the Internal Revenue Code, the Board agrees to:

1. Forward to the Illinois Teachers' Retirement System the amount equaling nine percent (9%) of each employee's salary on salary schedule for each employee employed on a full-time basis.
2. Report as gross income to the Internal Revenue Service the amounts shown on the Salary Schedule, which excludes the applicable nine percent (9%) to the Illinois Teachers' Retirement System, plus any additional compensation paid to the employee, such as compensation under Schedule B, Summer School, and other authorized payments.
3. Consider as excludable income the applicable nine percent (9%) contribution or prorated amount for less than full-time employees, to the Illinois Teachers' Retirement System.
4. Report as creditable earnings to the Illinois Teachers' Retirement System the amounts shown on Salary Schedule plus any additional compensation paid to the employee which qualified such as compensation earned under Schedule B.

G. Employees that teach Saturday classes and other special classes which are held after the close of the regular school day shall be paid in accordance with the summer school rate as set forth in Article XV.

H. Employees shall be paid in accordance with the summer school rate as set forth in Article XV for Action Group and Task Force work deemed compensable by the District.

I. Compensation for additional days on extended contracts shall be calculated at the per diem rate of one hundred percent (100%) of the contract rate. School psychologists employed during the summer for special education testing will be paid the summer school rate found in Article XV, paragraph B.

**SCHEDULE B**  
**COMPENSATION FOR SPECIAL ASSIGNMENTS**

**Salary Schedule B Compensation Schedule**

Schedule B Position	Years 1 - 3	Years 4 +	Schedule B Position	Years 1 - 3	Years 4 +
<b>ELEMENTARY ATHLETIC</b>			<b>ELEMENTARY NON-ATHLETIC</b>		
Basketball (Boys/Girls)	\$1,200	\$1,500	Extra-Curricular Student Club*	\$500	\$750
Cross Country	\$900	\$1,200	*limit number to 6 per building/must meet criteria/approved by building administrator; buildings may exceed 6 if grant or foundation paid		
Volleyball	\$1,200	\$1,500	Student Council	\$500	\$750
Track and Field	\$900	\$1,200			
Wrestling	\$1,200	\$1,500			
Baseball/Softball	\$900	\$1,200			
Poms/Cheer/Dance	\$1,200	\$1,500			

MIDDLE SCHOOL ATHLETIC	Years 1 - 3	Years 4 +	MIDDLE SCHOOL NON-ATHLETIC	Years 1 - 3	Years 4 +
Athletic Director (increased by \$500 at 4+ years)	\$5,000 (with 2 AD preps); \$7,000 (with 1 AD prep); \$9,000 (with no AD prep)		Department Heads (Math, Science, Social Studies, PE/Health, Special Ed, ELA, Encore, ELL, Fine Arts)	\$2,000	\$2,500
Boys Basketball (2)	\$2,500	\$3,000	K-8 Department Head	\$2,000	\$2,500
Girls Basketball (2)	\$2,500	\$3,000	Band*	\$2,000	\$2,500
Cross Country	\$1,500	\$2,000	Vocal*	\$2,000	\$2,500
Cheerleading	\$1,500	\$2,000	Orchestra*	\$2,000	\$2,500
Soccer	\$1,500	\$2,000	*Stipend for band, vocal and orch includes a minimum of 3 performances during the school year and includes any competition events		
Track and Field (2)	\$1,750	\$2,250	Scholastic Bowl	\$1,000	\$1,500
Volleyball (2)	\$2,500	\$3,000	Yearbook/Media/Newsletter	\$1,000	\$1,500
Baseball	\$2,000	\$2,500	Student Council	\$1,000	\$1,500
Ass't Baseball	\$1,250	\$1,500	Drama (per production)	\$750	\$750
Softball	\$2,000	\$2,500	Extra-Curricular Student Club*	\$500	\$750
Ass't Softball	\$1,250	\$1,500	*limit number to 3 per building/must meet criteria/approved by building administrator; buildings may exceed 3 if grant or foundation paid		

Wrestling	\$2,500	\$3,000	<b>Schedule B Position</b>	<b>Years 1 - 3</b>	<b>Years 4 +</b>
Poms/Dance/Flags	\$1,500	\$2,000	<b>DISTRICT NON-ATHLETIC</b>		
			ELL Coordinator	\$4,000	\$5,000
			District PE Curricular Dept Head	\$2,000	\$2,500
			Career Pathways (FLL, Rube Goldberg, STEM, 4H/Ag, Etc)	\$1,000	\$1,000
			School Behavior Support Coach	\$750	\$750
			Nurses Extended Days (4 days) - MANDATORY	\$1,250	\$1,250

**SCHEDULE B  
COMPENSATION FOR SPECIAL ASSIGNMENTS**

**Salary Schedule B Compensation Schedule**

<b>Schedule B Position</b>	<b>Years 1 - 3</b>	<b>Years 4 +</b>	<b>Schedule B Position</b>	<b>Years 1 - 3</b>	<b>Years 4 +</b>
<b>HIGH SCHOOL ATHLETIC</b>			<b>HIGH SCHOOL NON-ATHLETIC</b>		
Athletic Director	\$9,000	\$9,500	Band Director (March/Sym/Pep)*	\$5,000	\$5,500
Baseball	\$4,000	\$4,500	(Additional \$400 each parade - up to 3 per year)		
			Assistant Band Director	\$1,000	\$1,500
Softball	\$4,000	\$4,500	Vocal*	\$3,000	\$3,500
JV Baseball	\$2,500	\$3,000	Orchestra*	\$3,000	\$3,500
JV Softball	\$2,500	\$3,000	*Stipend for band, vocal and orch includes a minimum of 3 performances during the school year and includes any competition events		
Bowling	\$2,000	\$2,500	Department Heads (Math, Social Studies, Science, PE, Special Ed (2), ELA, Encore, Drivers Ed), Alt Ed, Counselor)	\$2,500	\$3,000
Cheerleading	\$4,000	\$4,500	Scholastic Bowl (competition required)	\$1,500	\$2,000
Assistant Cheerleading	\$1,000	\$1,500	Extra-Curricular Student Club*	\$500	\$750
			*limit number to 6 per building/must meet criteria/approved by building administrator; buildings may exceed 3 if grant or foundation paid		
Cross Country	\$4,000	\$4,500	Yearbook/Media/Newsletter	\$1,500	\$2,000
Head Football	\$7,000	\$7,500	(Must include after school activities)		
Assistant Football (5)*	\$3,500	\$4,000	Freshman Class Advisor	\$1,000	\$1,500
Head Basketball	\$7,000	\$7,500	Sophomore Class Advisor	\$1,000	\$1,500

Assistant Basketball (3)	\$3,500	\$4,000	Junior Class Advisor	\$1,750	\$2,250
Golf (2)	\$2,000	\$2,500	Senior Class Advisor	\$1,750	\$2,250
Head Soccer (2)	\$3,500	\$4,000	National Honor Society	\$2,000	\$2,500
Assistant Soccer (2)	\$2,000	\$2,500	Student Council (Government)	\$2,500	\$3,000
Tennis (2)	\$3,000	\$3,500	Color Guard/Flags	\$1,000	\$1,500
Head Volleyball	\$4,000	\$4,500	(Additional \$400 each parade - up to 3 per year)		
Ass't Volleyball (2)	\$2,500	\$3,000	Musical*	\$3,000	\$3,500
Head Wrestling	\$4,000	\$4,500	Drama*	\$2,000	\$2,500
Assistant Wrestling	\$2,500	\$3,000	*Per production, practices and performances outside the school day		
Track and Field (2)	\$4,000	\$4,500	Ass't Musical/Drama (2) – (i.e. Choral, Pit director, Music Director)*	\$500	\$750
Ass't Track and Field (2)	\$2,500	\$3,000	*Per production, practices and performances outside the school day		
Bass Fishing	\$2,000	\$2,500	Talent Show*	\$1,250	\$1,250
E-Sports/Gamers Club (competition required)	\$3,000	\$3,500	*Per production, practices and performances outside the school day		
			Counselors Extended Days (8 days) - MANDATORY	\$2,500	\$2,500

*\*Additional positions granted per student participation*

### Schedule B Hiring, Evaluation & Compensation

#### Salary:

The dollar amount for Schedule B compensation shall be added to the salary the employee will receive for their salary schedule amount. The dollar amount will cover responsibilities over and above salary schedule assignments. Schedule B assignments will be conducted outside the professional day. Placement on Schedule B other than step 1 will be based on prior, relevant experience. Placement shall be at the recommendation of the immediate supervisor with the approval of the Director of Human Resources or designee.

Release time will be given to all athletic directors during the professional day. Middle school athletic directors have three (3) options for release time. A \$9,000 stipend with no release time, a \$7,000 stipend with one period release time for duties, or a \$5,000 stipend and two periods of release time to perform AD duties. The number of planning periods will be determined collaboratively between the employee and administrator.

#### Hiring:

All Schedule B positions shall be a one year contract with the option to rehire if the employee performs his/her duty with the minimum of a satisfactory evaluation.

Administration will create job descriptions for each Schedule B position with criteria for hire.

Athletic directors will be on interview teams when hiring Schedule B athletic positions.

To be an athletic director, the employee must be assigned to the same building in which the employee is hired as the athletic director.

Evaluation:

An evaluation tool will be created jointly by the Schedule B Committee. The evaluation tool shall be submitted to the Board and Association for approval prior to implementation of the new tool.

Evaluations for the Middle School and High School Schedule B Coaching positions shall be completed by the building principal with input from the Athletic Director.

Evaluations for Elementary Schedule B Coaching positions shall be completed by the building principal with input from the District Athletic Coordinator.

Evaluations will be completed no later than two weeks following the final contest of the season. Employees will be deemed “dismissed” from employment in a coaching position effective as of the last date of the season without further reasonable expectation of continued employment in that coaching position.

#### SCHEDULE B COMMITTEE

The Schedule B Committee will meet a minimum of three (3) times per year. The Committee will consist of an Association representative from each level (elementary, middle, high school, K-8) chosen by the DEA and central office administration. The number of administration members shall not exceed the number of Association members.

If the Committee meets during the employee work day, the Association representatives shall be given release time from their assigned duties.

The Committee will make recommendations regarding creation, deletions, additions and/or modifications to Schedule B positions. All recommendations will be submitted to the Board and the DEA Board of Directors for approval.

#### EXTRA-CURRICULAR STUDENT CLUBS

K-8 buildings will be allotted up to six (6) elementary extracurricular student club positions per building. K-8 buildings will also be allotted up to three (3) middle school extra-curricular student clubs.

All Extra-Curricular Student Clubs listed in Elementary, Middle School, and High School must be approved by the building administrator and association representative and meet the following criteria:

1. Minimum of 10 students involved
2. Meetings occur outside the school day
3. Minimum of 10 meetings per school year
4. Minimum of 20 hours met per school year
5. Purpose of activity
6. Description of the activity

## Schedule B – Coaching Assignments

### Consolidation of Teams and Coaching Appointments

In the event that athletic teams are consolidated across schools or programs, all coaching positions associated with the consolidated team(s) shall be considered vacant for hiring purposes at the end of the season preceding the season in which consolidation of positions takes effect. Employees will be deemed “dismissed” from employment in a coaching position effective as of the last date of the season without further reasonable expectation of continued employment in that coaching position.

All current coaches whose positions are affected by consolidation may reapply for available coaching positions. Coaching appointments following consolidation shall be made based on qualifications, experience, program needs, and overall suitability for the position. Appointments shall not be determined by employee seniority nor by the number or proportion of participating student-athletes from any coach’s home school.

The District retains discretion to determine the number of coaching positions assigned to each consolidated team. The number of Head Coach and Assistant Coach positions shall be based on participation levels, program structure, safety considerations, and operational needs, and may be adjusted annually or seasonally as participation numbers change.

The assignment of coaching positions following consolidation is not guaranteed for any previous position holder.

### MOU-Contract Monitoring Committee

The board of education and association have agreed to form a contract monitoring committee for the purpose of contract management and oversight. The committee will be responsible for quarterly review of recently implemented language and consideration of new issues. This committee has the authority to enter into memoranda of understanding during the term of the contract. Issues are brought to this committee by mutual agreement of the parties. The intent

of the parties is the committee will consider only jointly agreed upon new issues and not contract reopeners.

The committee will be comprised of equal number of representatives from both parties to be assigned by each party. The expectation will be that the members of the most recent IBB team will continue to serve through the duration of the contract. The committee will have co-chairs appointed by the Superintendent and President of the Association.

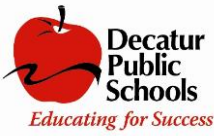
The committee will jointly apprise affected parties of any memoranda of understanding.

The Board of Education of Decatur Public Schools District #61 (the “Board”) and Decatur Education Association (“DEA”) recognize the outdated nature of Schedule B and desire to make changes to the Schedule. The parties desire to create a workgroup to accomplish the goal.

The workgroup will be tasked with presenting options for a potential Memorandum of Understanding regarding these matters. The following stipulations apply to the workgroup and the expected work product:

- Each party shall provide their own representatives to the workgroup without input from the other party.
- Each party shall name no more than four (4) members to the workgroup.
- The proposed MOU, if one is agreed by the committee, on the topics shall be provided to the Board and DEA Executives no later than November 15, 2026.
- The Board and DEA shall provide any questions or feedback no later than December 1, 2026.
- The workgroup shall address any questions or requested changes and provide a final proposal no later than December 15, 2026 to the Board and DEA Executives.
- The Board and DEA shall take action to accept and ratify the MOU, if any, or reject the MOU, if any, no later than January 31, 2027.

It is understood that the parties are free to accept or reject any proposed MOU which the workgroup provides for consideration. Any rejection by either party shall simply maintain current contract language regarding these topics as ratified in the CBA.



## Board of Education Decatur Public School District #61

<b>Date:</b> May 26, 2026	<b>Subject:</b> Approval of the Roadmap 2030, Phase 2 documents including: Strategic Plan on a Page, Balanced Scorecard and SWOT (Strengths, Weaknesses, Opportunities, Threats) Analysis.
<b>Initiated By:</b> Dr. Jay Marino, Executive Director of Systems Alignment and Continuous Improvement and Ashley Grayned, Executive Director of Innovative Programs and Strategic Planning.	<b>Attachments:</b> Strategic Plan on a Page (Mission, Vision, Values and Goals), Balanced Scorecard (Key Performance Indicators for Each Goal) and the SWOT Analysis.
<b>Reviewed By:</b> Dr. Rochelle Clark, Superintendent	

**BACKGROUND INFORMATION:** Phase 1 of Roadmap 2030 began in October of 2024 and continued through March of 2025. After a ten month pause, Phase 2 resumed in January of 2026 and continued through April of 2026. During phases 1 and 2, a Roadmap 2030 stakeholder steering provided input and oversight to the transparent process of seeking staff and stakeholder feedback through several forums and online surveys. A small subcommittee served as the writing team and assisted in the processing of feedback, preparation of the proposed drafts and ultimately the final documents being presented. With Phases 1 and 2 now complete, Phases 3 and 4 will simultaneously commence in June of 2026. Phase 3 will focus on deploying the Strategic Plan throughout all schools and departments in DPS61 (led by Ashley Grayned, supported by Dr. Marino) and Phase 4 will focus on the long-term Master Facility Plan which will be guided by the new strategic plan on a page (led by Dr. Marino and supported by Ashley Grayned).

**CURRENT CONSIDERATIONS:**

It is recommended that the Board of Education approve the Roadmap 2030, Phase 2 documents including: Strategic Plan on a Page, Balanced Scorecard and SWOT (Strengths, Weaknesses, Opportunities, Threats) Analysis documents. These guiding documents will serve as the cornerstones of the upcoming work in Phases 3 and 4.

**FINANCIAL CONSIDERATIONS:**

N/A

**STAFF RECOMMENDATION:**

It is recommended that the Board of Education approve the Roadmap 2030, Phase 2 documents including: Strategic Plan on a Page, Balanced Scorecard and SWOT (Strengths, Weaknesses, Opportunities, Threats) Analysis documents.

**RECOMMENDED ACTION:**

- Approval
- Information
- Discussion

**BOARD ACTION:** \_\_\_\_\_

# High Leverage Strategies

*This document reflects a collection of ideas, suggestions and recommendations of high leverage strategies as submitted by Roadmap 2030 and forum participants.*

## Goal 1: Improve Student Achievement

- Instruction
  - Sheltered Instruction Observation Protocol (SIOP)
  - Clear learning objectives
  - Differentiated instruction
  - Strategies for addressing skill gaps
  - Ability grouping based on academic skills
  - Emphasis on power standards essential for each grade
  - School-level projects across grades
- Curriculum
  - Structured literacy: K-5
  - Early literacy: PreK-2
  - Arts integration
  - Social Emotional Learning (SEL)
  - Quality materials for direct instruction
  - Move away from one-size-fits-all curriculum
- Assessment
  - Traditional grading scale grades K-6
  - Parent professional development of standards-based grading
  - Competency-based education (CBE) for high school
  - Progress monitoring for retention
  - Progress monitoring for behavioral interventions
  - Accurate analysis of FastBridge data
- Grade-level retention
  - Multi-Tiered System of Supports (MTSS)
  - Summer school / credit recovery programming
  - Early childhood and kindergarten screening
  - Retention of students who do not have grade appropriate skills
  - RTI interventionists
  - Reading recovery
- Technology
  - Remove 1:1 technology
  - Review of iPad functionality
  - Reduce technology reliance K-5

## **Goal 1: Improve Student Achievement (continued...)**

- Teacher development
  - Professional Learning Communities (PLCs)
  - Early release for PLC team meetings
  - Structured time for grade-level planning and assessment meetings
  - TAs for 4<sup>th</sup>-5<sup>th</sup> grades
  - TAs for K-1<sup>st</sup> grades with class caps of 16
  - Literacy coaches
  - Smaller caseloads for support staff
  - Training for working with students with special needs
  - Research-based instructional strategies for reading and math
- Career pathways
  - Career Technical Education (CTE) programming
  - Science, Technology, Engineering, Arts, Math (STEAM) programming
  - College preparation classes
  - School-based specialties
  - Career pathways access in middle schools
- Programs
  - Expansion and improvement of Alternative Education (including transition between Alternative Education and home school)
  - Transitional kindergarten
  - Expansion of Pre-K programming
  - Year-round school
  - Honors programming / accelerated or advanced programming
  - Project-based learning (PBL)
  - Attendance incentives with school liaisons and interventionists
- External partners
  - Registered art therapy
  - Richland Community College
  - Millikin University
  - Parent liaisons

## Goal 2: Create Effective Learning Environments

- Student attendance
  - Free childcare for students responsible for siblings
  - Eliminate half days from calendar
  - Truancy officers
  - Carpooling and ride share for high schoolers
  - Extended day
- Student behavior
  - Kindergarten readiness screening
  - Clear school-level and district-level response to bullying
  - Social Emotional Learning (SEL) curriculum and instruction
  - Therapist in every school
  - New or revised Alternative Education program
  - Curriculum and instruction for clear communication
  - Social Emotional Disorder (SEL) rooms
  - Low sensory rooms for students with Autism
- Technology
  - Enforcement of no phones/personal technology policy
  - Teacher directed technology use only
- Building and classroom structures
  - Reduced class sizes (emphasis on lower elementary)
  - Grade-level appropriate classrooms, gyms, cafeterias, and auditoriums
  - Consistent building models
  - Grades K-5 and 6-8 separated / 6<sup>th</sup> grade in middle school
  - Grades K-6 with no “boutique” schools
  - Grades K-8 and magnet programming for all buildings
  - Expanded Pre-K offerings
  - Alternative Education
  - ESL programming in one building
  - Social Emotional Disorder (SED) room in each building
  - Low sensory room in each building
  - District administrators housed in school buildings
- Professional models
  - ESL Call to Action (research study)
  - Finnish model
  - Behavior Intervention Support Team (BIST)
  - Arts integration

## **Goal 2: Create Effective Learning Environments (continued...)**

- External partners
  - District theatre access
  - Track use of venues for grants and sponsorship access
  - Mental health agencies
  - Therapy dogs

### **Goal 3: Promote a Positive Workplace**

- Professional development
  - Job embedded Professional Learning Communities (PLCs)
  - Effective training, goal setting, and progress-monitoring for Professional Learning Communities
  - Consistent classroom visits from building- and district-level administrators
  - Teacher autonomy in selecting professional development
  - Individualized professional development for specialists
  - Community-building across buildings
  - Weekly staff meetings (early release) for implementation of professional development
  - Robust training of long term substitutes as staff
- Communication
  - Improved Board engagement with teachers
  - Improved district-level relationships with teachers
  - Increased teacher feedback and input
  - Regular recognition and reward of staff achievements
  - Regular recognition of positive building outcomes
- Staff safety and wellness
  - Discrimination training
  - Diversity training
  - Effective addressing of staff mistreatment
- Equitable access to internal resources
  - Individual classrooms for every teacher
  - High-speed and functional copiers
  - District daycare for employees
  - Building-level principal swaps
  - Utilize HR processes to centralize hiring of staff
- External partnerships
  - Adopt-a-classroom

#### **Goal 4: Increase Family and Community Engagement**

- Volunteering and school access
  - Required volunteer hours per semester
  - Required volunteer hours for parents of behaviorally challenged students
  - Improved parent access to school buildings
  - Parent liaisons at high schools
- Communication
  - Consistent building-level and district-level communication
  - Consistent recognition of positive building-level outcomes
  - Emphasis on clear, trust-worthy, and direct communication
- Equitable access to internal resources
  - Curriculum nights
  - Professional development and skills-based resources and tools for families to implement with students
  - Family and parent tutoring
  - Free childcare during family programming (not sports)
- External programming
  - Volunteer-connected student incentive program
  - SNAP benefit education hours
  - Media and regional visibility initiative
  - Work fairs for parents during parent-teacher conferences
- External partnerships
  - Higher-education partnership for preschool expansion
  - Adopt-a-school
  - Local community and family organizations
  - Legislators and policy-makers

**Goal 5: Ensure Fiscal Stewardship**

- Classroom-focused funding
- Improved timeline for administrator/building spending and budget approval
- Reduced redundancy in platforms and programs

# ***Final Strategic Plan on a Page***

<b>Mission</b>
The mission of Decatur Public Schools is to engage and empower students through a high-quality education where all students can thrive academically, socially, and emotionally.
<b>Vision</b>
The vision of Decatur Public Schools is to partner with families and the community to inspire personal ownership of learning that results in students being prepared for success in their future pathway of choice.
<b>Values &amp; Collective Commitments</b>
1 - We are responsible for creating safe and equitable school environments that meet the social, emotional, academic, and overall needs of all students. 2 - We commit to teamwork, collaboration, and shared leadership to embrace a culture of continuous improvement to foster equitable and supportive learning experiences to maximize success for all students. 3 - We pledge to inspire and fully prepare all students to graduate, demonstrate workforce readiness and pursue their future pathway of choice. 4 - We strive to partner with families and the community to provide equity, access and learning experiences that maximize personal success for all learners. 5 - We believe our employees are a valuable asset who have the will, desire and ability to improve our District toward alignment with our mission, vision, values and goals.
<b>Goals</b>
Goal 1: Improve Student Achievement Goal 2: Create Effective Learning Environments Goal 3: Promote a Positive Workplace Experience Goal 4: Increase Family and Community Engagement Goal 5: Ensure Fiscal Stewardship
<b>It's All About...</b>
Partnerships   Pathways   Personalization   Preparation

# ***Final* Balanced Scorecard**

## **Goal 1: Improve Student Achievement**

**Measure #1:** Illinois Assessment of Readiness (IAR)

**Measure #2:** ACT/PSAT

**Measure #3:** Fastbridge/STAR

**Measure #4:** Percent of Students Reading at Grade Level

**Measure #5:** Kindergarten Individual Development Survey (KIDS)

**Measure #6:** 4 Year Graduation Rates

**Measure #7:** Post Graduation Pathway Success

**Measure #8:** 5 Essential Survey (Ambitious Instruction)

**Measure #9:** 9th Grade On Track

**Measure #10:** Gatekeeper Grade Level Proficiency

## **Goal 2: Create Effective Learning Environments**

**Measure #1:** 5 Essential Survey (Supportive Environments & Effective Leaders)

**Measure #2:** SAEBRS (Social, Academic, and Emotional Behavior Risk Screener)

**Measure #3:** Student Attendance and Absenteeism

**Measure #4:** Student Behavior

**Measure #5:** Student Ownership and Engagement in Learning

## **Goal 3: Promote a Positive Workplace Experience**

**Measure #1:** Staff Attendance

**Measure #2:** Staff Satisfaction

**Measure #3:** 5 Essential Survey (Collaborative Teachers)

**Measure #4:** Staff Retention

**Measure #5:** Staff Exit Interview Data

**Measure #6:** Percent of Vacant Positions (by classification)

## **Goal 4: Increase Family and Community Engagement**

**Measure #1:** Parent Involvement

**Measure #2:** Community Involvement

**Measure #3:** Parent Satisfaction

**Measure #4:** 5 Essential Survey (Involved Families)

**Measure #5:** School/District Business Partnerships

## **Goal 5: Ensure Fiscal Stewardship**

**Measure #1:** Bond Ratings

**Measure #2:** Fund Balance

**Measure #3:** Audit Findings

**Measure #4:** Financial Recognition Status

**Measure #5:** Cost Per Pupil

**Measure #6:** Overall Tax Rates

**Measure #7:** Transportation Measures (cost, on time, etc.)

## Final SWOT Analysis

STRENGTHS	WEAKNESSES	THREATS	OPPORTUNITIES
<p>Experienced and dedicated staff and administrators</p> <p>Student curricular offerings: Heartland Tech, Prep Academy, CTE pathways, Advanced Placement, dual credit, AG program</p> <p>Student supports: Cartwheel, MTSS, PBIS, BIST, ESL, Social Workers, Behavior Interventionists, etc.</p> <p>Services for students and families: Cartwheel, summer activity vouchers, school meal and snack programs</p> <p>Community partnerships &amp; support: CAT, ADM, City of Decatur, Park District, RCC, etc.</p> <p>Availability of a variety of technology tools</p> <p>Some facility renovations and upgrades have occurred in the last 5 years</p> <p>Surplus of space and square footage within current facilities to accommodate student enrollment</p>	<p>Staff shortages and vacancies</p> <p>Students underperforming academically</p> <p>Negative community perceptions of DPS61: unsafe student behavior, fighting, test scores</p> <p>High rates of chronic absenteeism and low rates of graduation</p> <p>Inconsistent parental support and engagement</p> <p>High system variability in instruction and programs Districtwide</p> <p>Inequity of learning space across the District</p> <p>No comprehensive gifted programming K-12</p> <p>Over reliance on technology and sometimes ineffective use of 1:1 devices</p> <p>Continued declining enrollment trends</p> <p>Aging facilities with high cost of maintenance and repairs</p>	<p>Staff shortages and high turnover rates</p> <p>Too many substitutes and not enough licensed teachers</p> <p>Low academic performance</p> <p>Shrinking local, state of federal grant funding</p> <p>Staff burnout and the resulting implications</p> <p>Inequitable access to comparable school facilities</p> <p>Lack of a guaranteed and viable instructional program across all grade levels and schools</p> <p>Not enough effective professional development for teachers during the work day</p> <p>There is no enforced student attendance and retention practice</p> <p>Continued declining student enrollment and loss of market share to private schools and/or out of district alternatives</p>	<p>Recruit and attract new staff to DPS</p> <p>Retain staff that is already here and improve overall staff morale</p> <p>Develop systemwide staff appreciation and recognition systems</p> <p>Improve perception of DPS through the implementation of the strategic and master facility plan</p> <p>Strengthen parental communication, relationships and engagement</p> <p>Ensure a consistent, guaranteed and viable instructional program across all grade levels and content areas</p> <p>Recruit and develop more community partners and stakeholders to support the mission and vision of DPS</p> <p>Implement effective professional development and job embedded staff collaboration opportunities</p> <p>Create equitable access of learning spaces Districtwide</p>



**Board of Education  
Decatur Public School District #61**

<b>Date:</b> May 26, 2026	<b>Subject:</b> FY27 Renewal of Property Casualty Insurance
<b>Initiated By:</b> Dr. Mike Curry, Chief Operational Officer	<b>Attachments:</b> Renewal Document
<b>Reviewed By:</b> Dr. Rochelle Clark, Superintendent	

**BACKGROUND INFORMATION:**

The District joined the Prairie State Insurance Cooperative (PSIC) July 01, 2012 for Property Casualty Insurance.

**CURRENT CONSIDERATIONS:**

The renewal cost for FY27 property casualty insurance increased by 2% (\$18,248.02). In FY26 the rate increased by 21% (\$181,538.68).

**FINANCIAL CONSIDERATIONS:**

N/A

**STAFF RECOMMENDATION:**

The Administration respectfully requests the Board of Education approves the FY27 renewal for the District's Property Casualty Insurance package as presented.

**RECOMMENDED ACTION:**

- Approval
- Information
- Discussion

**BOARD ACTION:** \_\_\_\_\_



**Prairie State Insurance Cooperative (PSIC)  
Decatur Public Schools #61  
Member Cost Comparison**

Coverage Description	Additional Description	2025-2026	2026-2027	% Change
<b>Fixed Costs:</b>				
Package Policy	includes actuarial debit/credit in [] (1)	\$126,585 [0%]	\$141,665 [0%]	
Excess Property		\$338,831	\$287,866	
Boiler & Machinery		\$22,203	\$14,799	
Pollution Liability		\$8,910	\$9,349	
Excess Liability	(Expiring \$8,000,000 xs \$2,000,000) (Renewal \$10,000,000 xs \$2,000,000)	\$88,587	\$115,115	
Student Accident - Mandatory	(\$25,000)	\$36,455	\$38,256	
Student Accident - Catastrophic	(\$7,000,000 xs \$25,000)	\$10,680	\$11,628	
Cyber Liability	(Expiring \$3,000,000) (Renewal \$3,000,000)	\$51,165	\$48,608	
Deadly Weapons/Crisis Advisory		\$6,576	\$7,085	
Administration/Brokerage Fee		\$42,709	\$44,417	
Local Agents' Fee		\$42,709	\$44,417	
Claims Administration Fee		\$4,765	\$4,376	
Loss Control Fee		\$1,072	\$1,087	
Loss Control Fee - Cyber		\$500	\$500	
Operating Expense Fee		N/A	N/A	
<b>Total Fixed Cost</b>		<b>\$781,745.60</b>	<b>\$769,169.62</b>	<b>-2%</b>

<b>Variable Costs:</b>				
Loss Fund - Package	Funded amount (88.21% for 2026) includes actuarial debit/credit in [] (1)	\$264,070 [0%]	\$294,894 [0%]	
<b>Property &amp; Casualty Program Contribution:</b>		<b>\$1,045,815.60</b>	<b>\$1,064,063.62</b>	<b>2%</b>
Auditable Loss Fund (based on exposures listed below)	This figure should be budgeted under your Tort Fund.	\$41,810	\$39,398	

<b>Statistical Information</b>				
Total Insured Values	includes APD	\$595,968,341	\$595,968,341	0%
Pre-K/Elementary/Junior Students		5,123	5,926	16%
High School Students		1,903	1,724	-9%
Teachers		484	505	4%
All Other Vehicles		90	90	0%
Buses		-	-	N/A
<b>Property &amp; Casualty Program Contribution:</b>		<b>\$1,045,815.60</b>	<b>\$1,064,063.62</b>	<b>2%</b>

(1) Please note, the actuarial debit/credit system for the 2026/2027 renewal is based on 2025/2026 individual member annual contribution. This system is based on 5 years of incurred losses by member as well as 2026/2027 exposures by member.