



**EAST AURORA**  
**SCHOOL DISTRICT 131**

"Making Choices for Excellence"

# **Section 5**

# **Personnel**

## **Personnel**

### **General Personnel - Goals and Objectives**

A dynamic and efficient staff, dedicated to providing District 131 students with the best education possible, is the most essential element in the successful operation of our school system. As a result, the Board not only seeks to hire and retain such a staff, it also is sincerely interested in the welfare of each individual as well as the entire staff. The personnel policies of the Board attempt to reflect this concern, to the end that the children of the District may benefit by their contact with a superior school staff.

In order to reflect the Board's high regard for District 131 employees, and to enable District students to get maximum benefit from their contacts with a superior staff, the Board has tried to develop personnel policies that meet the following goals:

1. To recruit, select, and employ the best qualified personnel within reasonable fiscal policy and budget limitations.
2. To provide an appropriate in-service training program for all employees.
3. To use personnel as effectively as possible.
4. To implement an employee evaluation program that contributes to the continuous improvement of staff performance.
5. To maintain a fair, competitive staff compensation program -- sufficient to attract and retain highly qualified employees -- within reasonable fiscal-policy and budget limitations.
6. To develop the quality of human relationships conducive to maximum staff performance and satisfaction.

Adopted: July 1, 2004

**Personnel****General Personnel - Hiring Process and Criteria**

The Superintendent or his/her designee is responsible for recruiting personnel, in compliance with Board policy, and making hiring recommendations to the Board. All applicants will be screened and interviewed by the building principal or the applicable supervisor. The District will hire the best qualified personnel consistent with budget and staffing requirements, and will comply with school Board policy on equal employment opportunities and minority recruitment.

All applicants must complete a District employment application form in order to be considered for employment.

LEGAL REF.: Illinois School Code, Sec. 10-20.7, 5/10-21.4, 5/10-22.34, 5/10-22.34b, and 5/22-6.5 (105 ILCS 5/10-20.7, 5/10-21.4, 5/10-22.34, 5/10-22.34b, and 5/22-6.5); and Duldulao v. St. Mary of Nazareth Hospital, 483 N.E.2d 956 (1st Dist. 1985).

CROSS REF.: 500.08, 500.84

Adopted: July 1, 2004

**Personnel****General Personnel - Nepotism**

No employee of the District, part-time or full-time, will be assigned to a position that is under the direct supervision of an immediate family member. For purposes of this policy, immediate family will be defined as mothers, mothers-in-law, fathers, fathers-in-law, sons, daughters, sisters, sisters-in-law, brothers, brothers-in-law, husbands, and wives.

LEGAL REF.: Boaden v. Department of Law Enforcement, 171 Ill.2d 230, 215 Ill.Dec. 664, 664 N.E.2d 61 (Ill. 1996).

Adopted: July 1, 2004

**Personnel**

**General Personnel - Job Descriptions**

The Superintendent or his/her designee will develop a comprehensive job description for each position below the level of Superintendent. Job descriptions will be kept on file in the District Office.

The Board authorizes the Superintendent and/or his/her designee to review and modify existing job descriptions as necessary.

Adopted: July 1, 2004

**Personnel****General Personnel - Physical Examinations**

All new employees of the school system are required to furnish evidence of physical fitness to perform assigned duties and freedom from communicable disease, including tuberculosis. Employment in the District is contingent upon satisfactory results of a physical examination and a tuberculin skin test and, if appropriate, an x-ray. The cost of such examination will be borne by the employee.

In order to comply with the State Tuberculosis Law, every new employee must have a chest x-ray or a tuberculin skin test indicating freedom from tuberculosis. An individual who has a positive reaction to the skin test must have a chest x-ray or other follow-up examination as prescribed by a physician. Every new employee must furnish evidence of a physical examination and negative TB test as soon as practical but not more than 60 days after the beginning of the school year or 60 days after the date of hire.

All physical fitness examinations and tests for tuberculosis will be performed by a physician licensed in Illinois, or any other state, to practice medicine and surgery in all its branches. The physical examination and the tuberculin tests must have been taken by the employee no more than ninety (90) days prior to the employee's submitting evidence of same to the School Board.

Upon recommendation of the Superintendent, the Board may require an examination of any employee by a physician licensed in Illinois to practice medicine and surgery in all its branches. The physician will be designated by the School Board. In such cases, the expense of the examination will be paid by the School District. The failure of an employee to participate in a reasonable medical examination upon request will be considered an act of insubordination.

LEGAL REF.: Americans With Disabilities Act, 42 U.S.C. §12112, 29 C.F.R. Part 1630;  
Illinois School Code, Sec. 24-5 (105 ILCS 5/24-5).

Adopted: July 1, 2004

**Personnel**

**General Personnel - Staff Involvement in Decision-Making**

Staff participation in District decision-making will be encouraged. The Superintendent is authorized to establish committees to facilitate this as he/she deems appropriate.

Adopted: July 1, 2004

## **Personnel**

### **General Personnel - Abused and Neglected Child Reporting**

Any employee who has reasonable cause to believe a child, known to him/her in their professional or official capacity, may be an abused or neglected child, will immediately report or request a report to be made in confidence to the Illinois Department of Children and Family Services (DCFS) and to the Superintendent.

Neither the Superintendent nor any other District administrator may, in any instance, change any report of child abuse or neglect made by an employee to DCFS or make any attempt to interfere in the making of a report to DCFS.

Reports to DCFS will be made by telephone to the Central Register, which may be contacted 24 hours a day, 7 days a week, at 1/800-252-2873 or 1/800-25A-BUSE. In making a report to DCFS, a school employee will include, if known:

1. The name and address of the child and his/her parents or other persons having custody;
2. The child's age;
3. The nature of the child's condition, including any evidence of previous injuries or disabilities;
4. Any other information that might be helpful in establishing the cause of such abuse or neglect or the identity of the person believed to have caused such abuse or neglect.

Any employee making a report to DCFS under this policy will, within 48 hours, confirm such report in writing to the designated child protective service unit on forms supplied by DCFS. The Superintendent will be notified that a report has been filed.

The reporting requirements contained in this policy will apply to all employees, including psychologists, social workers and other persons who may be parties to otherwise privileged communications. Traditional considerations of confidentiality will not constitute grounds for failure to report. Any employee hired on or after July 1, 1986, will sign a statement on a form prescribed by DCFS, indicating that the employee has knowledge and understanding of the reporting requirements of the Act. The Superintendent or his/her designee will provide the appropriate form. The signed statement will be retained by the District.

The Illinois School Code provides for the possible suspension of a teacher's certificate for up to one calendar year by the regional superintendent or up to five calendar years by the State Superintendent of Education for willful failure to report an instance of suspected child abuse or neglect as required by the Act.



In accordance with the Act, it will be the policy of the District that DCFS will be responsible for investigating suspected cases of abuse and neglect beyond the initial reports.

Employees are advised that Illinois law provides immunity from any liability -- civil, criminal or otherwise -- that might result from making a good faith report of an abused or neglected child or participating in an investigation of such report. However, an employee should never take a child into his or her own custody without specific directions from the Illinois Department of Children and Family Services. Any employee who makes or investigates a report under the Act will be obligated to testify in any legal proceeding resulting from such report.

Any employee making a report or given access to the names or other information identifying the subjects of the report will not disclose that information except as may be required by the Act.

Access to children by officials of the Illinois Department of Children and Family Services or other non-school personnel during school hours will be arranged through and approved by the Superintendent or his/her designee.

District personnel will not disclose the whereabouts of any child who has been removed from school premises and taken into protective custody as a victim of suspected child abuse, except as may be required by law. Inquiries concerning such a child will be directed to the DCFS or to local law enforcement personnel, where appropriate.

If a District employee who comes into frequent contact with children has been named as a perpetrator in an "indicated" report filed under the Act, the Superintendent will so notify the State Board of Education, the Board of Education of the District, and the principal of the school where the employee serves.

LEGAL REF.: Illinois Abused and Neglected Child Reporting Act (325 ILCS 5/1 et seq.); and Illinois School Code, Sec. 10-21.4, 21-23, and 10-22.6b (105 ILCS 5/10-21.4, 5/21-23, and 5/10-22.6b).

Adopted: July 1, 2004

**Personnel****General Personnel - Use of School Equipment**

School employees will use school facilities, equipment or materials, or other District resources, only to perform District duties. No equipment owned by the District is to be taken home by an employee unless approved by the Superintendent, or his/her designee.

Adopted: July 1, 2004

**Personnel****Equal Employment Opportunity and Minority Recruitment**

The School District shall provide equal employment opportunities to all persons regardless of their race; color; creed; religion; national origin; sex; sexual orientation; age; ancestry; marital status; arrest record; military status; order of protection status; unfavorable military discharge; citizenship status provided the individual is authorized to work in the United States; use of lawful products while not at work; being a victim of domestic or sexual violence; genetic information; physical or mental handicap or disability, if otherwise able to perform the essential functions of the job with reasonable accommodation; pregnancy, childbirth, or related medical conditions; credit history, unless a satisfactory credit history is an established bona fide occupational requirement of a particular position; or other legally protected categories.

Persons who believe they have not received equal employment opportunities should report their claims to the Nondiscrimination Coordinator and/or a Complaint Manager for the Uniform Grievance Procedure. These individuals are listed below. No employee or applicant will be discriminated or retaliated against because he or she initiated a complaint, was a witness, supplied information, or otherwise participated in an investigation or proceeding involving an alleged violation of this policy or State or federal laws, rules or regulations, provided the employee or applicant did not make a knowingly false accusation nor provide knowingly false information.

**Administrative Implementation**

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

**Nondiscrimination Coordinator:**Joan Glotzbach

Name

417 Fifth Street

Address

Aurora, IL 60505630-299-5564

Telephone

**Complaint Managers:**Joan Glotzbach

Name

417 Fifth Street

Address

Aurora, IL 60505630-299-5564

Telephone

Robert Pape

Name

Oak Park Elementary School

Address

1200 Front Street, Aurora, IL 60505630-299-8254

Telephone

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

Minority Recruitment

The District will attempt to recruit and hire minority employees. The implementation of this policy may include advertising openings in minority publications, participating in minority job fairs, and recruiting at colleges and universities with significant minority enrollments. This policy, however, does not require or permit the District to give preferential treatment or special rights based on a protected status without evidence of past discrimination.

LEGAL REF.: Age Discrimination in Employment Act, 29 U.S.C. §621 et seq.  
Americans With Disabilities Act, Title I, 42 U.S.C. §12111 et seq.  
Civil Rights Act of 1991, 29 U.S.C. §§621 et seq., 42 U.S.C. §1981 et seq., §2000e et seq., and §12101 et seq.  
Equal Employment Opportunities Act (Title VII of the Civil Rights Act of 1964), 42 U.S.C. §2000e et seq., 29 C.F.R. Part 1601.  
Equal Pay Act, 29 U.S.C. §206(d).  
Genetic Information Nondiscrimination Act, 42 U.S.C. §2000ff et seq.  
Immigration Reform and Control Act, 8 U.S.C. §1324a et seq.  
Rehabilitation Act of 1973, 29 U.S.C. §791 et seq.  
Title VI of the Civil Rights Act of 1964, 42 U.S.C. §2000d et seq.  
Pregnancy Discrimination Act, 42. U.S.C. §2000e(k).  
Title IX of the Education Amendments, 20 U.S.C. §1681 et seq., 34 C.F.R. Part 106.  
Uniformed Services Employment and Reemployment Rights Act (1994), 38 U.S.C. §§4301 et seq.  
Ill. Constitution, Art. I, §§17, 18, and 19.  
105 ILCS 5/10-20.7, 5/10-20.7a, 5/10-21.1, 5/10-22.4, 5/10-23.5, 5/22-19, 5/24-4, 5/24-4.1, and 5/24-7.  
Genetic Information Protection Act, 410 ILCS 513/25.  
Ill. Whistleblower Act, 740 ILCS 174/.  
Ill. Human Rights Act, 775 ILCS 5/1-103 and 5/2-102.  
Religious Freedom Restoration Act, 775 ILCS 35/5.  
Employee Credit Privacy Act, 820 ILCS 70/.  
Ill. Equal Pay Act of 2003, 820 ILCS 112/.  
Victims' Economic Security and Safety Act, 820 ILCS 180/30.

23 Ill.Admin.Code §1.230.

Adopted: November 19, 2012

**Personnel****General Personnel - Criminal History Records Check**

Except as otherwise provided by law, all certified and noncertified applicants for employment in District 131 and all employees of persons or firms holding contracts with the District, including, but not limited to, food service workers, school bus drivers, and other transportation employees, who have direct daily contact with the pupils of any District school, will, as a condition of employment, authorize the District in writing to perform a fingerprint-based criminal history records check. The purpose of this investigation is to discover whether the applicant has been convicted of certain criminal or drug offenses enumerated in Section 10-21.9 (c) of the Illinois *School Code*, or have been convicted, within 7 years of the application for employment, of any other felony under the laws of the State of Illinois, or of any offense committed or attempted in any other state or against the laws of the United States that, if committed or attempted in Illinois, would have been punishable as a felony under the laws of the State of Illinois.

Conviction for any such offense disqualifies the individual from employment in District 131. Any tentative employment pending receipt of the results of a criminal history records check will be terminated upon receipt of a report that indicates a conviction for a prohibited offense.

The fingerprint-based criminal history records check shall be performed by the Kane County Regional Office of Education or by the District. Where the Regional Office of Education is authorized to perform the investigation, the Director of Human Resources will, prior to employment, have the prospective complete the appropriate form(s) and bring them to the Regional Office of Education for fingerprinting and processing. Where the District is authorized to perform the investigation, the Director of Human Resources will, prior to employment, obtain from the prospective employee, and the employee will provide, his/her legal name, sex, race, date of birth, social security number, pertinent immigration/naturalization data, fingerprint images and other information necessary for implementation of the criminal history records check, and submit such information to the Department of State Police. All fees relating to the criminal history records check will be initially paid for by the District.

Except as otherwise provided by law, a check of the Statewide Sex Offender Database, as authorized by the Sex Offender Community Notification Law, will be performed for all applicants for employment in the District and all employees of persons or firms holding contracts with the District, including food service workers, school bus drivers and other transportation employees, who have direct daily contact with the pupils of any District school.

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**Personnel**

**General Personnel – Assignments, Promotions, Transfers and Vacancies**

**I. Purpose**

The purpose of this policy is to ensure that the best interests of the School District shall be met in the selection of personnel to fill vacancies.

**A. Definitions:**

Promotion is distinguished from assignment or transfer and is defined as change to a different position which normally carries a higher rate of pay.

Assignment, for purposes of this policy, refers only to the designation of the current position and place or places of work of employees.

Transfer means a change in position or place of work, or both.

Vacancy is defined as a newly created position or a position open as a result of the death, termination, reassignment, resignation or retirement of an employee.

**II. General**

- A.** All staff members (certificated or non-certificated) are employed by and for the District. Assignment, promotion, and transfer of staff members to specific schools and positions is a responsibility delegated to the Superintendent, or his designee, subject to approval by the Board. Teachers will normally be assigned to positions for which their preparation, certification, experience, and aptitude fit them. Teachers may not be assigned, promoted, transferred or recalled to any position for which they are not qualified by the statutes, rules and regulations of the State of Illinois and Board Policy.
- B.** Staff members may apply only in writing for promotion, transfer, or change of assignment. These applications will be reviewed and evaluated by the Superintendent, or his designee, who will make the decision based upon the best interests of students and the District.
- C.** In the case of vacancies in new or existing positions, consideration will be given to all qualified applicants, including current employees.
- D.** Any application for transfer or promotion or extra duties which may not be accommodated at the time requested must be resubmitted the following year or

when each vacancy occurs if the employee's interest in such change persists.

III. Promotions

- A. Personnel selected must meet all the requirements for the position as set by the State of Illinois and Board Policy.
- B. The Affirmative Action Program, required for adherence to the Equal Employment Opportunity Law, will be an integral part of the selection process. For initial administrative positions involving promotions, priority will be given to enrollees in the Administrative Internship Program.
- C. Criteria for evaluating candidates will include, but need not be limited to, the following items.
  - 1. Training (for the post in question)
  - 2. Experience (for the post in question)
  - 3. Performance record in training and experience
  - 4. Physical, social, and professional characteristics
  - 5. Desire to do this type of work
  - 6. Philosophy compatible with the District
  - 7. Personal Interview
  - 8. Recommendation
  - 9. Psychological testing (when deemed necessary)
  - 10. Affirmative Action

The rank and order of these items do not imply importance.

- D. Application shall remain on active file during the period candidates are being considered for filling the particular position unless a written resignation or request for withdrawal shall be made by the candidates. A separate, updated application is required for each opening.
- E. There shall be no discrimination in selection on the basis of race, color, religion, creed, national origin, alienage, sex, age, ancestry, marital status, physical or mental handicap unrelated to ability, military status, or unfavorable military discharge.
- F. The Board has the exclusive right to screen, select, and employ individuals from any source inside or outside the District whom the Board feels most qualified to fill a job vacancy.

When the Board determines that a vacancy exists in teaching, administrative, or supervisory position, such vacancy may be filled by a transfer of existing personnel, or



the consolidation of the vacancy with another positions, or a new hiring.

IV. Transfers

- A. A teacher desiring a transfer must send a written application to the Superintendent of Schools, or his designee, with a carbon copy filed simultaneously with the individual's present Building Principal, including a statement of the reasons justifying or otherwise explaining the request for transfer.
- B. Any employee may be transferred at any time to fill a position which the teacher is qualified to fill, with such salary adjustments or reductions as the Board of Education shall deem desirable and in accordance with the Illinois Teacher Tenure Law.
- C. Prior to the transfer of any staff member, the Superintendent, or his designee, shall have a conference with the staff member involved.

V. Vacancies

- A. The Superintendent, or his designee, shall post notice of all vacancies in each school.
- B. No vacancy, except in case of emergency, shall be filled on a permanent basis until such vacancy shall have been posted for at least five (5) working days.

This policy will be interpreted in accordance with the terms and conditions of any applicable collective bargaining agreement(s).

Adopted: July 1, 2004

**Personnel****General Personnel - Floral Tributes**

At the time of the death of a District employee or a member of an employee's family (spouse or children living at home), the Superintendent's secretary is authorized to order a floral tribute or to make a contribution to a specific fund as a memorial, if that is preferred by the family.

Adopted: July 1, 2004

**Personnel****General Personnel - Free Admissions -- Employees**

The honorary life pass entitles the bearer and one guest complimentary admission to all activities sponsored by East Aurora School District No. 131. Any person retiring from the District who qualifies for an Illinois pension (either Teacher's Retirement or Municipal Retirement) after having spent at least ten years full-time, continuous employment immediately prior to retirement in the employ of School District 131 shall qualify for the honorary life pass.

Exceptions to this shall include persons resigning for the purpose of securing a different position or persons who have left the system as a result of Board of Education action, as opposed to their own volition.

The honorary life pass shall also be presented to retired members of the Board of Education who have served one full term or longer, or who can no longer serve due to reasons of health.

Adopted: June 4, 2002

**Personnel****General Personnel - Staff Protection**

The District will at all times take necessary measures to protect all employees from physical or psychological harm. Any employee who is threatened is to report the incident immediately to his/her supervisor in writing.

Upon receipt of any written complaint from school personnel, the Superintendent shall report all incidents of battery committed against teachers, teacher personnel, administrative personnel or educational support personnel to local law enforcement personnel immediately after the occurrence of the attack, and to the Illinois Department of State Police, Uniform Crime Reporting Program no later than 3 days after the occurrence of the attack.

Also, the District protects its employees through a comprehensive liability insurance program (including workmen's compensation) and will hold harmless an employee from claims for damages while the employee is faithfully carrying out his/her assigned duties at the time the claim is made.

The District cannot protect employees from claims and subsequent awards where the employee was willfully negligent, violated the law, or committed criminal acts as determined by a court of law.

LEGAL REF.: Illinois School Code, Sec. 10-20.20, 10-21.7 and 10-22.3 (105 ILCS 5/10-20.20, 5/10-21.7 and 5/10-22.3).

CROSS REF.: 292

Adopted: December 19, 2005

**Personnel****General Personnel - Professional Organizations**

All District staff members are free to join or not to join any professional organization. Membership in such organizations will be the responsibility of the individual unless specifically approved by the Superintendent or his/her designee. In most cases, however, memberships that are paid for by the District will be in the name of the District.

Adopted: July 1, 2004

**Personnel****General Personnel - Outside Employment -- Conflict of Interest**

Employees of the District will not accept cash or gratuities from any corporation, business or professional group having a business relationship with the District, without first securing the permission of the Board. In the event such permission is granted, such money or gratuity will become the property of the District.

Employees will not acquire profit or personal gain acting as an agent of the District and they will not act as an agent of a business firm, professional group or corporation for any transaction with the District.

Also, employees will not engage in outside employment that adversely affects their performance of assigned duties as a District employee, adversely affects their employment status or professional standing, embarrasses the District, or interrupts the orderly process of the schools.

Further, employees will not engage in private business during regular hours or in school facilities, nor will they use District-owned telephones, the internal mail system, or other District resources for such business.

CROSS REF.: 500.85

Adopted: July 1, 2004

**Personnel****General Personnel - Salary Schedules**

The Board will approve salary schedules and rates of pay annually for all employees not covered by collective bargaining agreements. The District will operate in compliance with any regulations regarding pay rates mandated by the U.S. Department of Labor.

**LONGEVITY ADDENDUM TO SALARY SCHEDULES**

A. An increment of \$150, added to the annual salary, will be granted to employees who have completed twenty full-time continuous years of service. Payment of the increment will start at the beginning of the 21st year in this school system, and an additional \$100 will be added to the annual salary for every five years completed thereafter. This may be explained further as follows:

Beginning of 21st year \$150 added to annual base salary  
Beginning of 26th year \$250 added to annual base salary  
Beginning of 31st year \$350 added to annual base salary  
Beginning of 36th year \$450 added to annual base salary  
Beginning of 41st year \$550 added to annual base salary  
Beginning of 46th year \$650 added to annual base salary

Military service will be counted only when it interrupted the employee's career in this school district. Leaves of absence officially granted by the Board of Education during the course of employment in this school district will be counted.

B. When an employee salary increase is withheld for unsatisfactory work, this longevity addendum will not be paid until such time as the employee receives the regular salary increase.

C. Only experience in East Aurora School District No. 131 will be counted.

D. This service increment will apply to all employees regardless of level of training.

E. For those employees who would qualify for a salary increase under the schedule, and also qualify for this service increment, it will be added to the amount of increase they would receive under the schedule.

F. September of a given year will be considered the starting point and the required number of full years of service must be completed prior to that starting point.

G. The District-wide longevity policy shall apply to all salary schedules.

H. This policy shall apply only to personnel actively employed by School District 131 as of September 1, 1973.

Adopted: July 1, 2004

**Personnel****General Personnel - Posting and Distribution of Policies**

In District 131, all employees will be informed about the following Board policies and procedures:

291	Access to the District's Public Records
291-R	Rules and Regulations Regarding Record Requests Under the Freedom of Information Act
500.19	Student/Staff Interaction
500.20	Sexual Harassment
500.22	Sex Equity
500.23	Americans with Disabilities Act
500.23-R	Administrative Procedures
500.25	Prohibition of Tobacco Use On School District Property
500.70	Drug and Alcohol Free Workplace
500.70-R	Administrative Procedures
805.02	Methods of Communication

Copies of these policies and procedures will be available at appropriate locations in the school buildings.

Adopted: July 1, 2004



**Personnel****General Personnel - Secretarial/Clerical Employees Early Retirement Plan**

The Board seeks to recognize long-term service of secretary-clerical employees by providing them an opportunity to prepare for and enhance their retirement. This plan is not a substitute for the retirement benefit available to employees under IMRF or any other pension provision for the State of Illinois, but is a supplementary District program.

**Eligibility:**

All secretarial-clerical employees of East Aurora School District No. 131 who have been employed by the School District for a total of at least eighteen (18) years shall be eligible.

A year of service shall mean at least nine (9) calendar months of employment (inclusive of School holidays, and spring and winter breaks) during which the employee has been employed at least thirty-five (35) hours per week. Any period of paid leave of absence, or any period of unpaid leave of absence of less than five (5) continuous days shall be construed as part of a year of employment.

**Notice:**

Employees shall be eligible for early retirement benefits if they submit to the Superintendent or designee an unqualified notice of retirement in writing. To be effective on June 30 of the current year, such notice shall be submitted no later than January 15. Such letter shall be submitted no later than January 15 if retirement is to be effective June 30 of the current year, and submitted no later than March 1 if such notice is to be effective June 30 of the following year. Participation in the plan in any single calendar year may be limited pursuant to the provision below entitled "Maximum Participation."

Employees seeking the Retirement Benefit over a two-year period effective June 30 of the following year shall submit letters of retirement no later than March 1 of the prior year, and employees seeking such effective June 30 of the following year shall submit letters of retirement no later than March 1 of the prior year. (All such employees shall be subject to the maximum participation requirement set out below, but are nevertheless assured of the opportunity to retire no later than one year after their stated intention, provided salaries shall not be increased in more than two (2) years.)

**Retirement Benefit:**

Eligible employees who provide timely and appropriate notice of retirement shall receive an increase in salary of twenty percent (20%) in excess of the regular salary otherwise to be received during the preceding school fiscal year. Such twenty percent (20%) shall be inclusive of any other salary increases which may be granted. (e.g. an employee whose salary is \$10 per hour during any year and who previously received a salary increase of three percent (3%) to \$10.30 for the following year, and who gives appropriate notice, shall receive an increase to \$12 per hour effective for the following year.) No overtime

payments shall be included in such calculation. All increases shall be paid pro-rata along with regular salary payments. No increases shall be paid to any employee extending over more than two school fiscal years.

Maximum Participation:

The Board reserves the right to make further reasonable adjustments as required by law or to facilitate the operation of the School District. The Board will not discontinue this plan prior to June 30, 2003 for members of Service Employees International Union, Local 73 or June 30, 2004 for members of IFT/AFT, Local 604, but the Board may establish a maximum annual number of participants in the plan per calendar year of three (3) persons. If more than such maximum number shall apply by the designated cut-off date, retirements shall be granted on the basis of seniority in the District, but all other eligible persons who apply by such date shall receive priority consideration the following year during the pendency of this plan, provided this shall not assure the availability of the plan after June 30, 2003 for members of Service Employees International Union, Local 73 or June 30, 2004 for members of IFT/AFT, Local 604. Any waiver of the foregoing shall be non-precedential and in the sole discretion of the Board. If less than such maximum shall apply by the designated cut-off date, the difference shall be carried forward to the following year, thereby increasing the maximum number in such year.

Nothing herein shall be deemed any assurance that this Early Retirement Plan shall be continued beyond any expiration date listed in this Plan.

Employees of the District will not accept cash or gratuities from any corporation, business or professional group having a business relationship with the District, without first securing the permission of the Board. In the event such permission is granted, such money or gratuity will become the property of the District.

Employees will not acquire profit or personal gain acting as an agent of the District and they will not act as an agent of a business firm, professional group or corporation for any transaction with the District.

Also, employees will not engage in outside employment that adversely affects their performance of assigned duties as a District employee, adversely affects their employment status or professional standing, embarrasses the District, or interrupts the orderly process of the schools.

Further, employees will not engage in private business during regular hours or in school facilities, nor will they use District-owned telephones, the internal mail system, or other District resources for such business.

Adopted: July 1, 2004

**Personnel**

**General Personnel - Solicitations by and from Staff**

District employees will not solicit donations or sales, nor will they be solicited for donations or sales, in District 131 facilities or on school grounds without prior approval from the Superintendent or his/her designee.

Adopted: July 1, 2004

**Personnel**

**Noon-hour Supervisor's Salary**

The salary for noon-hour supervisors shall be at the rate of \$10.00 per clock hour.

Adopted: July 1, 2004

**Personnel****General Personnel - Administrative Supplemental Early Retirement Program**

The Board seeks to recognize long-term service of administrative employees who have rendered creditable service to the District immediately preceding retirement and are eligible to receive pension benefits through the Teachers' Retirement System of the State of Illinois (TRS).

A. To be eligible the administrative employee:

1. Must have rendered at least eight (8) years of continuous full-time certified employment as an administrator with East Aurora School District 131 immediately preceding his/her retirement.
2. Must be eligible to receive pension benefits through the Teachers' Retirement System of Illinois at the time of retirement from the District, and must actually retire with TRS at the time of retirement from the District.
3. Retirement shall in all instances occur only at the end of a school term.

For purposes of Section A(1), above, service is measured as of the last day of employment prior to retirement. In addition, a year of service shall mean at least nine (9) calendar months of employment (inclusive of school holidays and spring and winter breaks) during which the employee has been employed at least thirty-five (35) hours per week. Any period of paid leave of absence, or any period of unpaid leave of absence of less than five (5) continuous days shall be construed as part of a year of employment.

B. Procedure and Benefits

1. If an eligible administrative employee gives the Board an irrevocable written notice of retirement by March 1 four years prior to the year of retirement, the Board shall pay him/her a 6% retirement incentive, inclusive of all other increases in TRS creditable compensation, for each of his/her remaining four years of service.
2. If an eligible administrative employee gives the Board an irrevocable written notice of retirement by March 1 three years prior to the year of retirement, the Board shall pay him/her a 6% retirement incentive, inclusive of all other increases in TRS creditable compensation, for each of his/her remaining three years of service.

3. If an eligible administrative employee gives the Board an irrevocable written notice of retirement by March 1 two years prior to the year of retirement, the Board shall pay him/her a 6% retirement incentive, inclusive of all other increases in TRS creditable compensation, for each of his/her remaining two years of service.
4. If an eligible administrative employee gives the Board an irrevocable written notice of retirement by March 1 one year prior to the year of retirement, the Board shall pay him/her a 6% retirement incentive, inclusive of all other increases in TRS creditable compensation, for his/her remaining one year of service.
5. Once written notice is given in accordance with this program, an administrative employee's retirement election shall be considered irrevocable and shall constitute a resignation of employment upon which the District will rely for personnel and financial planning.
6. All increases shall be prorated over the employee's pay periods.
7. If, after submitting an irrevocable written notice of retirement by March 1 provided in paragraphs 1 through 4 above, the administrative employee resigns from or is dismissed from duties for which the administrative employee was paid a stipend or additional compensation in the previous year, the retirement incentive for that employee will be reduced accordingly.
8. An employee is not eligible for the Voluntary Early Retirement Program if his/her creditable compensation exceeded 106% of the prior year's creditable compensation in any of the employee's final four years.

**C. Conditions**

1. If an administrative employee taking retirement under this program is eligible to participate in the State Early Retirement Option (ERO) as set forth in the state pension statute, the Board shall make its required contribution to the TRS thereunder, but the administrative employee shall not be eligible for the early retirement benefit provided herein.

2. No more than two (2) administrative employees may participate in this program during any given school term. If less than such maximum shall apply by the designated cut-off date, the difference shall be carried forward to the following year, thereby increasing the maximum number in such year. Should more than two (2) administrative employees give notice to the Superintendent as provided herein, the two (2) administrative employees with greatest seniority shall be permitted to participate for the year(s) requested. Other applicants shall be deferred until a subsequent year, on the basis of administrative seniority in the District. However, once an administrative employee begins to receive benefits under this program, that administrative employee will not be "bumped" from his/her retirement date by a more senior administrative employee who gives subsequent notice for the same benefit year. Any waiver of the foregoing provisions shall be non-precedential and in the sole discretion of the Board. The Board reserves the right to make further reasonable adjustments as required by law or to facilitate the operation of the School District.

Nothing herein shall be deemed any assurance that this early retirement program shall be continued for any particular length of time.

3. Any administrative employee who commences participation in this early retirement benefit plan and fails to comply with the provisions herein, shall reimburse the District for any increased salary payments granted under this provision, including tax and pension withholdings. Upon request, an administrative employee who has exercised his/her ERO rights after receiving any payment under this Section shall promptly execute a promissory note in favor of the Board to repay all such payment within fifteen (15) calendar days. After complete reimbursement, including all payments due on the promissory note, the administrative employee shall be entitled to any negotiated salary increase which would otherwise have been applicable during this period.

Adopted: June 4, 2007  
Amended: March 3, 2008

**Personnel**

**General Personnel - Residency**

Employees who reside outside the boundaries of the District do so at their own choice. Place of residency does not relieve the employee of responsibility, regardless of cause, to be on the job to fulfill his/her assignment at all required times.

Failure of the employee to be at his/her place of employment, due to his/her residency and distance from the District, shall result in a salary deduction.

Adopted: July 1, 2004



**Personnel****General Personnel - Compliance with Ethics Legislation****Gift Ban**

No Board member or employee will intentionally solicit or accept any gift from any prohibited source or in violation of any federal or state statute, rule or regulation. This ban applies to and includes the spouse of and immediate family living with the Board member or employee.

This gift ban does not apply to the following:

- (1) Opportunities, benefits, and services that are available on the same conditions as for the general public.
- (2) Anything for which the Board member or employee pays the market value.
- (3) Any contribution that is lawfully made under the Election Code or under the State Officials and Employees Ethics Act, or any activities associated with a fundraising event in support of a political organization or candidate.
- (4) Educational materials and missions.
- (5) Travel expenses for a meeting to discuss District business.
- (6) A gift from a relative, as defined by the State Officials and Employees Ethics Act.
- (7) Anything provided by an individual on the basis of a personal friendship -- unless the Board member or employee has reason to believe that, under the circumstances, the gift was provided because of the official position or employment of the Board member or employee and not because of the personal friendship.
- (8) Food or refreshments not exceeding \$75 per person in value on a single calendar day, provided that the food or refreshments are catered or consumed on the premises from which they were purchased or prepared.
- (9) Food, refreshments, lodging, transportation, and other benefits resulting from the outside business or employment activities (or outside activities that are not connected to the official duties of the Board member or employee) of the Board member or employee, or the spouse of the Board member or employee, if the benefits have not been offered or enhanced because of the official position or employment of the Board member or employee, and are customarily provided to others in similar circumstances.

- (10) Intra-governmental and inter-governmental gifts, as defined by the State Officials and Employees Ethics Act.
- (11) Bequests, inheritances, and other transfers at death.
- (12) An item or items from any one prohibited source during any calendar year having a cumulative total value of less than \$100.
- (13) Anything otherwise excepted under the State Officials and Employees Ethics Act.

Each of these exceptions is mutually exclusive and independent of the others.

A Board member or employee does not violate this policy if the Board member or employee promptly takes reasonable action to return the prohibited gift to its source or gives the gift or an amount equal to its value to an appropriate charity that is exempt from income taxation under Section 501(c)(3) of the Internal Revenue Code.

#### Prohibited Political Activities

Employees are prohibited from intentionally performing any prohibited political activity during compensated time (other than vacation, personal leave, or compensatory time off).

Employees are prohibited from intentionally misappropriating District property or resources by engaging in any prohibited political activity for the benefit of any campaign for elective office or any political organization.

Board members and employees are prohibited from intentionally misappropriating the services of any District employee by requiring the employee to perform any prohibited political activity (a) as part of the employee's District duties, (b) as a condition of District employment, or (c) during any time off that is compensated by the District (such as vacation, personal leave, or compensatory time off).

No District employee will be required at any time to participate in any prohibited political activity in consideration for the employee being awarded any additional compensation or employee benefit, in the form of a salary adjustment, bonus, compensatory time off, continued employment, or otherwise.

No District employee will be awarded any additional compensation or employee benefit, in the form of a salary adjustment, bonus, compensatory time off, continued employment, or otherwise, in consideration for the employee's participation in any prohibited political activity.

Nothing in this policy prohibits activities that are otherwise appropriate for a District employee to engage in as a part of his or her official District employment duties, or activities that are undertaken by the employee on a voluntary basis as permitted by law.

### Penalties

The Board of Education may take disciplinary action against a Board member or employee who violates this policy, as it deems appropriate. Such disciplinary action may include but is not limited to the following:

- (1) A reprimand or censure.
- (2) An order to cease and desist the offensive action.
- (3) An order to return or refund money or other items, or provide an amount of restitution for services, received in violation of this policy.
- (4) Dismissal of the employee.
- (5) An order to donate to charity an amount equal to the gift.

Any such disciplinary action taken will be made public.

Alleged violations will be referred to the appropriate authorities.

### Definitions

For purposes of this policy, the terms "employee", "gift", "prohibited source" and "prohibited political activity" are defined as follows:

"Employee" means all full-time, part-time and contractual employees of the District.

"Gift" means any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to District employment or the official position of a Board member or employee.

"Prohibited source" means any person or entity who: (1) is seeking official action by a Board member or employee, by the District, or by a Board member or another employee directing the employee; (2) does business or seeks to do business with the Board member or employee, with the District, or with a Board member or another employee directing the employee; (3) conducts activities regulated by the Board member or employee, by the District, or by the Board member or another employee directing the employee; (4) has interests that may be substantially affected by the performance or non-performance of the official duties of the Board member or employee; or (5) is registered or required to be registered with the Secretary of State under the Lobbyist Registration Act.

“Prohibited political activity” means:

- (1) Preparing for, organizing, or participating in any political meeting, political rally, political demonstration, or other political event;
- (2) Soliciting contributions, including but not limited to the purchase of, selling, distributing, or receiving payment for tickets for any political fundraiser, political meeting, or other political event;
- (3) Soliciting, planning the solicitation of, or preparing any document or report regarding any thing of value intended as a campaign contribution;
- (4) Planning, conducting, or participating in a public opinion poll in connection with a campaign for elective office or on behalf of a political organization for political purposes or for or against any referendum question;
- (5) Surveying or gathering information from potential or actual voters in an election to determine probable vote outcome in connection with a campaign for elective office or on behalf of a political organization for political purposes or for or against a referendum question;
- (6) Assisting at the polls on election day on behalf of any political organization or candidate for elective office or for or against any referendum question;
- (7) Soliciting votes on behalf of a candidate for elective office or a political organization or for or against any referendum question or helping in an effort to get voters to the polls;
- (8) Initiating for circulation, preparing, circulating, reviewing, or filing any petition on behalf of a candidate for elective office or for or against any referendum question;
- (9) Making contributions on behalf of any candidate for elective office in that capacity or in connection with a campaign for elective office;
- (10) Preparing or reviewing responses to candidate questionnaires in connection with a campaign for elective office or on behalf of a political organization for political purposes;
- (11) Distributing, preparing for distribution, or mailing campaign literature, campaign signs, or other campaign material on behalf of any candidate for elective office or for or against any referendum question;

- (12) Campaigning for any elective office or for or against any referendum question;
- (13) Managing or working on a campaign for elective office or for or against any referendum question;
- (14) Serving as a delegate, alternate, or proxy to a political party convention;
- (15) Participating in any recount or challenge to the outcome of any election.

Unless otherwise stated, all other terms used in this policy have the meanings set forth in Section 1-5 of the State Officials and Employees Ethics Act.

LEGAL REF.: State Officials and Employees Ethics Act, 5 ILCS 430/1-1, et seq.

Adopted: July 1, 2004

**Personnel****General Personnel - Staff Political Activities**

The Board of Education recognizes the right of District employees, as citizens, to engage in political activities of their choice.

However, no employee may use his/her position of employment to coerce or inhibit others in the free exercise of their political rights. In addition, no employee will engage in political activities while at work or on duty for the District. When not on duty at such employment, all School District employees will have the same rights as other citizens to participate or not to participate in political activities. Employees will obey all applicable sections of the School Code of Illinois. Students will not be used in any manner for promoting a political candidate or political issue.

This policy will not be construed so as to prohibit: discussion and study of politics and political issues when such discussion and study are appropriate to classroom objectives in such areas as history, political science, and current events; or the opportunity to participate in such citizenship activities (outside the classroom) as jury duty, voting, discussion of political issues, and campaigning for candidates; any teacher or other District employee holding public office, so long as the performance of duties thereof is not in conflict with teaching or regular assignments.

LEGAL. REF.: 50 ILCS 135/1 *et seq.*

Adopted: July 1, 2004

**Personnel****General Personnel - Staff/Staff Interaction**

All employees must interact with one another in a professional manner. All employees are expected to maintain positive working relationships with one another, and to display considerate and cooperative behavior in their professional relationships. When interacting with one another, employees are prohibited from engaging in aggressive behavior such as bullying or intimidation, inappropriate behavior designed to demean or harass other employees, or other comparable conduct.

An employee who believes that he/she has been subjected to conduct which violates this policy may file a complaint with his/her supervisor or one of the District's Complaint Managers, identified in Board Policy 296 (Uniform Grievance Procedure). Any employee who engages in conduct that violates this policy will be subject to appropriate discipline.

Adopted: January 22, 2008

**Personnel**

**General Personnel - Release Of Credit Information**

The District will only confirm the employment of a District employee if asked for credit information.

An employee requesting the release of employment and salary or wage information must do so in writing to the Director of Human Resources. No information will be released over the telephone.

Adopted: December 6, 2004



**Personnel****General Personnel - Public Complaints About Personnel**

Public complaints or suggestions about personnel will be referred to the appropriate staff member or District administrator. Each complaint or suggestion will be submitted in writing and considered on its merits. The individual employee involved will be given every opportunity to explain, comment and present the facts as he/she sees them, subject to the terms and conditions of any applicable collective bargaining agreement.

If a complaint is not resolved by the involvement of the immediate supervisor or administrator, the complainant may refer the issue to the Superintendent for his/her review and decision.

If the above steps do not resolve the concern of the complainant, he/she may request a closed session of the Board for the purpose of reviewing the Superintendent's decision. Generally, when such a request is granted, all parties involved, including the school administration, will be asked to attend such a meeting for purposes of presenting additional facts, making further explanations, and clarifying the issues. The Board will conduct such closed meetings in a fair and just manner in executive session.

This policy will not be construed to create an independent right to a hearing before the Board.

LEGAL REF.:           Collective Bargaining Agreements

Adopted:               July 1, 2004

**Personnel****General Personnel - Conference Attendance**

Staff members are encouraged to remain current and knowledgeable regarding issues relating to education, including information regarding teaching methods, legal issues and other topics relevant to educating children. To accomplish this goal, staff members are encouraged to attend seminars, conferences and meetings on such issues.

Attendance at any conference or seminar must be pre-approved and arranged in compliance with District guidelines regarding conference attendance. If the District procedures are followed, the School Board shall reimburse for expenses necessary for the performance of their duties.

Adopted: July 1, 2004

**Administrative Procedures**

**General Personnel - Conference Attendance**

**I. Conference Attendance**

- A. Conference/professional meetings must have a direct relationship to the employee's assignment or at the direction of the Superintendent or designee.
- B. Conferences and professional meetings must be pre-approved. Selection must be made on an equitable and representative basis for all meetings. Principals, department chairpersons, and teachers should confer on the selection of staff member(s).
- C. Attendance at meetings and for conferences during the school day will be limited to two people per building, unless additional attendees are approved by the building principal on a case by case basis.
- D. Attendance at clinics shall be governed by the same guidelines as for other professional meetings.
- E. Any professional staff member who speaks at any professional meeting and is compensated, will not receive reimbursement for expenses incurred.
- F. The District will not pay the cost of a substitute or the expense to any employee for travel in connection with his/her election to office.
- G. All travel requests are to be submitted to the employee's direct supervisor not less than two weeks in advance of departure.

**II. Advance Approval**

- A. All travel requests, including meals, lodging, and all anticipated expenses, must be approved in advance by the Superintendent of Schools or designee whether or not reimbursable expense is incurred.
- B. A registration form must be attached to the travel request.
- C. Principals shall use their building travel and professional growth accounts for staff development at workshop registration, and travel expenses. These shall support building school improvement efforts with final approval

resting with the Superintendent.

- D.. Notwithstanding any other provisions of this policy, during times of budget crisis or when possible budget cuts are being faced, all requests for attending conferences, workshops and professional meetings not covered by grants must be reviewed by the Board of Education for approval and compensation.

III. Transportation

- A. Plane or train transportation will be allowed only at coach or excursion rate.
- B. Automobile mileage will be reimbursed at the current IRS rate per mile. Mileage will be calculated from the nearest point of departure and return. The most economical commercial transportation should be considered.
- C. Airport limousine, taxi fare, or bus fare from airport to destination and return will be allowed. Taxi fares for personal business will not be allowed.

IV. Lodging

- A. While hotel rates vary in convention cities, the Superintendent reserves the right to reduce any bill turned in for lodging, to a reasonable rate when it represents an exorbitant amount beyond the normal rate for a particular area. Personnel attending conferences are expected to be reasonable when submitting bills for lodging.
- B. Paid bills for lodging must be attached to the expense voucher.
- C. Lodging will be reimbursed only for those nights reasonably and necessarily related to convention attendance.

V. Meals

- A. Meals shall be reimbursed on the following basis:

Breakfast	\$ 8.00
Lunch	\$ 12.00
Dinner	\$20.00

Taxes on the above meals will be reimbursed, as will tips, up to a maximum of 15% of each meal. There is no extra allowance for banquets.

- B. Receipts for meals must be attached to the expense voucher.

necessarily related to convention attendance.

- D. Reimbursement for meals is granted only for district personnel and will not be approved for entertaining others.

VI. Other Expenses

- A. Dues and membership fees will not be paid unless pre-approved by the direct supervisor. Conference registration fees will be paid only if they are not part of the dues structure.
- B. No personal expense of any kind will be approved for reimbursement.
- C. Entertainment costs will not be allowed.

VII. Reimbursement

- A. An itemized expense voucher, accompanied by appropriate receipts for all items, shall be submitted within 30 days after attendance at the conference. Payment will not be made for any items not supported by a receipt.
- B. A written summary or presentation plan must be submitted to the principal/supervisor.
- C. When the situation so warrants, an advanced cash payment may be made towards travel expenses if the total approved cost exceeds \$100.00. Such advance must be shown as a deduction on the expense voucher, leaving the net amount payable. Should an advance payment exceed the actual expenses, a refund check must accompany the itemized expense voucher. Advance registration or airfare will be paid directly, if ordered by the district office.

Adopted: June 16, 2008

Amended: April 5, 2010; October 17, 2011

**Personnel****General Personnel - Student/Staff Interaction**

The Board encourages all staff members to actively support the academic progress and maturation of each District 131 student. However, staff members should be careful to avoid excessive attention to a particular student or students, in order to avoid the appearance of favoritism or differential treatment.

Staff members should limit all verbal communication and physical contact with a student to that which is appropriate to the age and maturity of the student.

Social interaction between staff members and students that is not connected with school or school-related activities should be avoided when the parents or guardians of the students are not present.

Also, as stated in policy 500.20, sexual harassment is not tolerated in District 131. No employee is to make sexual advances or requests for sexual favors or otherwise engage in verbal or physical conduct of a sexual nature with a District student. This does not include verbal interactions that occur during normal, curriculum-related instruction. Any staff member receiving a complaint of sexual harassment from any student will inform the building principal or his/her designee of the complaint as soon as is practical, but no later than the next school day.

Staff members are encouraged to seek the advice and guidance of the building principal or other administrators in addressing the application of this policy to particular situations.

Conduct that violates this policy will subject the staff member to appropriate discipline, including possible discharge from employment and arrest.

Adopted: July 1, 2004

**Personnel****General Personnel - Sexual Harassment****Sexual Harassment of Employees**

It is the policy of District 131 to provide an employment environment free of unwelcome sexual advances or requests for sexual favors and other verbal or physical conduct of a sexual nature constituting sexual harassment, as defined and otherwise prohibited by this policy or by state and federal law.

**Prohibited Conduct**

It will be a violation of this policy for any District employee, any person who is authorized to recommend or take personnel actions affecting a District employee, or any person who is authorized to transact business or perform other acts or services on behalf of the District:

1. To make unwelcome sexual advances or requests for sexual favors or engage in other verbal or physical conduct of a sexual nature when:
  - (a) submission to such conduct by an employee is made either explicitly or implicitly a term or condition of the employee's employment;
  - (b) submission to or rejection of such conduct by an employee is used as the basis for an employment decision affecting such employee; or
  - (c) such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile or offensive working environment.
2. To recommend, impose, grant, withhold or refuse to take any personnel action consistent with his/her duties and responsibilities because of sexual favors.
3. To disregard and fail to investigate allegations of sexual harassment covered by this policy, whether reported by the employee who is the subject of the alleged harassment or a witness thereto, or to fail to take immediate corrective action in the event misconduct has occurred.

Retaliation against any employee filing a sexual harassment complaint, reporting instances of sexual harassment, or participating in a sexual harassment inquiry is strictly prohibited.

### Remedial Action

Any violation of this policy will result in swift and severe discipline of all responsible parties. Such discipline may include discharge from employment. Flagrant or repeated incidents of sexual harassment by a tenured employee are hereby deemed irremediable conduct for purposes of tenure.

### Complaint Process

Any complaint alleging sexual harassment shall be in writing, shall include a statement of facts which forms the basis of the complaint, shall be signed and dated and shall be filed with a Complaint Manager for the Uniform Grievance Policy and/or the building principal (or, if the building principal is the alleged harasser, with an impartial administrator to whom the building principal reports, which is the Assistant Superintendent for Curriculum of Instruction, who can be contacted at 417 Fifth Street, Aurora, Illinois, or by calling (630) 844-5550). Copies of the District's Formal Complaint Form will be available in all of the school buildings' main offices.

The sexual harassment complaint must be filed within thirty (30) days of the alleged harassment or within a reasonably extended period if the circumstances so warrant. The building principal or an impartial school administrator will contact the complainant within three (3) school days to arrange for a meeting with the complainant to take place as soon as possible, but no later than five (5) school days after receipt of the complaint. The building principal or an impartial school administrator will thereafter conduct a thorough and an impartial investigation of the complaint by interviewing the complainant, the alleged harasser, any relevant witnesses, and any other persons having information about the matter. The complainant or the alleged harasser may submit other pertinent evidence for consideration. Within ten (10) days of such meeting, or within a reasonably extended period of time, if the situation so warrants. The Complaint Manager, building principal or impartial school administrator shall make a decision whether the complaint is substantiated or unsubstantiated and notify the complainant in writing.

The Sexual Harassment of Employees Policy and complaint procedures are intended to provide the District's exclusive remedies for employees complaining of sexual harassment, and retaliation for complaining of sexual harassment.

### Appeal Process

Step One: In the event of an unsubstantiated finding, the complainant may appeal in writing to the Title IX Coordinator within ten (10) days of the building principal's or school administrator's decision. The Title IX Coordinator for District 131 is the Associate Superintendent for Personnel and may be contacted at 417 Fifth Street or by calling (630) 844-5550. Within ten (10) days of such notice, a meeting shall be called with the complainant and



Complaint Manager's, building principal's or school administrator's decision. Within ten (10) days of their meeting, the Title IX Coordinator shall make a decision whether the complaint is substantiated or unsubstantiated and inform the complainant in writing. Decisions will be based on a review of all evidence including witness statements, documentary data, and other relevant information.

Step Two: In the event of an unsubstantiated finding by the, District's Title IX Coordinator, the complainant may appeal in writing to the President of the Board of Education within ten (10) days of the Title IX Coordinator's decision, and may request a hearing before the Board of Education, which will take place in executive session. The Board of Education within thirty (30) days of receipt of the appeal, shall address the complaint and, if requested, hold a hearing. Within fifteen (15) days after the Board has met to address the complaint, and/or has held a hearing, the Board shall communicate its decision through its duly authorized Superintendent to the complainant in writing. The Board's decision will be the final step in the District's appeal process.

#### Informal Resolution Procedure

Any employee may choose to resolve complaints of sexual harassment through an informal resolution procedure, as an alternative to the formal complaint procedures set forth above. The informal mediation process may include conflict dispute resolution conferences between the complaining party and the alleged harasser conducted by a school administrator. The complainant has the right to a formal investigation if the informal mediation process does not result in final resolution of the complaint. Copies of the District's Informal Resolution Request form will be available in all of the school buildings' main offices.

LEGAL REF.: Title VII of Civil Rights Act, 42 U.S.C. Sec. 2000e, et seq., 29 C.F.R. Part 1601; Title IX of the Education Amendments, 20 U.S.C. §1681 et seq., 34 C.F.R. Part 106.; Illinois Human Rights Act, Section 2-102 and 2-102 (775 ILCS 5/2-101, and 5/2-102); and U.S. Equal Employment Opportunity Commission Regulations, 29 C.F.R., 1604.11.

CROSS REF.: 500.08, 500.19

Adopted: July 1, 2004

EXHIBIT A

AURORA EAST PUBLIC SCHOOLS -  
DISTRICT NO. 131  
CONFIDENTIAL SEXUAL HARASSMENT/INTIMIDATION  
FORMAL COMPLAINT FORM

1. Name(s) of employee initiating complaint: \_\_\_\_\_
2. Date this form is completed: \_\_\_\_\_
3. Please provide the name and title of the faculty or administration to whom you are making this complaint: \_\_\_\_\_
4. Please identify the name of the person you claim is harassing you: \_\_\_\_\_  
\_\_\_\_\_
5. Please identify whether the alleged harasser is a student, faculty or staff. If alleged harasser does not fall into one of the foregoing categories, explain why the individual was on school property: \_\_\_\_\_
6. Please specify the nature of your complaint of sexual harassment, stating what happened, where it happened, and at what time (attach additional sheets if necessary). \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
7. Please indicate the specific date(s) on which the incident(s) giving rise to your complaint occurred: \_\_\_\_\_
8. Please provide the name (or names), telephone number or addresses of witnesses to your claim: \_\_\_\_\_  
\_\_\_\_\_
9. Please describe how the harassment about which you are complaining affects your ability to function: \_\_\_\_\_  
\_\_\_\_\_
10. Please attach other materials, information or documents you believe are important.
11. Please sign this form below.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

EXHIBIT B

AURORA EAST PUBLIC SCHOOLS – DISTRICT No. 131  
INVESTIGATION RESULTS NOTIFICATION

1. Name(s) of employee initiating complaint: \_\_\_\_\_
2. Date complaint was filed: \_\_\_\_\_
3. Date investigation was completed: \_\_\_\_\_
4. Outcome of the initial investigation. Substantiated: \_\_\_\_\_ Unsubstantiated: \_\_\_\_\_  
  
Notification of outcome of initial investigation submitted to complaining party on: \_\_\_\_\_  
By: \_\_\_\_\_
5. If appealed, outcome of Step One of the appeal process:  
Substantiated: \_\_\_\_\_ Unsubstantiated: \_\_\_\_\_  
  
Notification of Step One appeal outcome submitted to complaining party on: \_\_\_\_\_  
By: \_\_\_\_\_
6. If appealed, outcome of Step Two of the appeal process  
Substantiated: \_\_\_\_\_ Unsubstantiated: \_\_\_\_\_  
  
Notification of Step Two appeal outcome submitted to complaining party on: \_\_\_\_\_  
By: \_\_\_\_\_

EXHIBIT CAURORA EAST PUBLIC SCHOOLS – DISTRICT No. 131  
SUMMARY INVESTIGATION FORM

1. Name(s) of employee initiating complaint: \_\_\_\_\_
2. Date complaint was filed: \_\_\_\_\_
3. Name of investigator doing investigation: \_\_\_\_\_
4. Date that the investigation was completed: \_\_\_\_\_
5. Identification of and summary of testimony of each witness interview.
6. Summary of all documentary evidence reviewed, e.g. notes, photos, medical records, etc.
7. Identification of any other administrators, faculty involved in investigation.
8. Describe the procedure used for resolution.
9. Outcome of the initial investigation: Substantiated: \_\_\_\_\_ Unsubstantiated: \_\_\_\_\_  
Date: \_\_\_\_\_ By: \_\_\_\_\_
10. If substantiated, summary of remedial action taken.
11. Additional comments relating to investigation.
12. Summary of grounds for making finding.

EXHIBIT D

AURORA EAST PUBLIC SCHOOLS – DISTRICT No. 131  
CONFIDENTIAL SEXUAL HARASSMENT/INTIMIDATION COMPLAINT  
INFORMAL RESOLUTION REQUEST

1. Name(s) of employee(s) initiating complaint: \_\_\_\_\_
2. Date complaint was filed: \_\_\_\_\_
3. Please provide the name and title of the faculty member or administrator who first received the complaint: \_\_\_\_\_
4. Please identify the faculty or member administrator conducting the resolution procedures:  
\_\_\_\_\_
5. Please identify the name of the person(s) engaging in the alleged harassment: \_\_\_\_\_  
\_\_\_\_\_
6. Please identify whether the alleged harasser is a student, faculty or staff. If alleged harasser does not fall into one of the foregoing categories, explain why the individual was on school property. \_\_\_\_\_  
\_\_\_\_\_
7. Please specify the nature of your complaint of sexual harassment, stating what happened, where it happened, and at what time (attach additional sheets if necessary). \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
8. Please indicate the specific date(s) on which the incident(s) giving rise to your complaint occurred. \_\_\_\_\_
9. Please provide the name (or names) of witnesses to your claim. \_\_\_\_\_  
Telephone No or Address: \_\_\_\_\_
10. Please describe the method chosen to resolve this matter.  
\_\_\_\_\_  
\_\_\_\_\_
11. By signing this form, the complaining student(s) acknowledge they have been notified that they have a right to withdraw from the Informal Resolution Procedure and proceed with a formal investigation if the mediation process does not result in final resolution of the complaint.
12. Please sign this form below:  
  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

3. If an eligible administrative employee gives the Board an irrevocable written notice of retirement by March 1 two years prior to the year of retirement, the Board shall pay him/her a 6% retirement incentive, inclusive of all other increases in TRS creditable compensation, for each of his/her remaining two years of service.
4. If an eligible administrative employee gives the Board an irrevocable written notice of retirement by March 1 one year prior to the year of retirement, the Board shall pay him/her a 6% retirement incentive, inclusive of all other increases in TRS creditable compensation, for his/her remaining one year of service.
5. Once written notice is given in accordance with this program, an administrative employee's retirement election shall be considered irrevocable and shall constitute a resignation of employment upon which the District will rely for personnel and financial planning.
6. All increases shall be prorated over the employee's pay periods.
7. If, after submitting an irrevocable written notice of retirement by March 1 provided in paragraphs 1 through 4 above, the administrative employee resigns from or is dismissed from duties for which the administrative employee was paid a stipend or additional compensation in the previous year, the retirement incentive for that employee will be reduced accordingly.
8. An employee is not eligible for the Voluntary Early Retirement Program if his/her creditable compensation exceeded 106% of the prior year's creditable compensation in any of the employee's final four years.

**C. Conditions**

1. If an administrative employee taking retirement under this program is eligible to participate in the State Early Retirement Option (ERO) as set forth in the state pension statute, the Board shall make its required contribution to the TRS thereunder, but the administrative employee shall not be eligible for the early retirement benefit provided herein.

### **Administrative Procedures**

#### **General Personnel - Sexual Harassment**

All administration, faculty and staff are required to be familiar with the provisions of Board Policy 500.20, Sexual Harassment of Employees Policy. In implementing the Policy, the following guidelines will apply.

1. The main office in each school building will have on file confidential sexual harassment/intimidation formal complaint forms, a copy of which is attached hereto as Exhibit A. The form may be used for incidents which are observed, as well as for complaints which come to administrators, faculty and staff directly from the alleged victim of sexual harassment.
2. The Complaint Manager, building principal or impartial school administrator who is conducting the investigation shall determine whether the complaint is substantiated or unsubstantiated and notify the complainant in writing on the Investigation Results Notification Form. A copy of which is attached hereto as Exhibit B.
3. The Complaint Manager, building principal or school administrator conducting the investigation should compile all documents gathered in the investigation including a copy of the complaint, the Investigation Results Notification, and interview notes, etc. The Complaint Manager, building principal or school administrator must also draft a confidential written summary of the investigation and final disposition of the matter. A copy of Summary of Investigation form is attached hereto as Exhibit C. The complainant will not have access to the confidential investigation file which will be maintained by the Title IX Coordinator.
4. In all cases where there is a finding that the complaint is substantiated, appropriate corrective action must be taken. In the event that an employee has been found in violation of the Policy, disciplinary actions are subject to applicable contract grievance procedures. Acts of sexual harassment may be considered irremediable conduct for purposes of the teacher tenure laws. Disciplinary action may include warning, suspension, termination and/or such other disciplinary action as may be warranted. With regard to students found in violation of the Policy, disciplinary action may include warning, suspension, expulsion and/or such other disciplinary action as may be warranted. In the event of third party misconduct, corrective action to stop the harassment and monitor the situation must be taken.
5. In the event that a complaint is unsubstantiated, the complaining party may utilize the appeal procedure, which is set forth in Board Policy 500.20. Step One of the

appeal procedure entails an appeal to the Title IX Coordinator who shall review the evidence in the file and complete any additional follow-up or further investigation

as deemed necessary and make a determination whether the complaint is substantiated or unsubstantiated. The Title IX Coordinator will inform the complainant, in writing, by filling out the Step One Appeal Outcome on the Notification Form attached hereto as Exhibit B. The Title IX Coordinator will then draft a written summary of the Step One Appeal, using the Summary of Investigation form attached hereto as Exhibit C, which will be included in the Title IX Coordinator's confidential file related to the complaint. The complainant will not have access to the confidential review file.

6. In the event of an unsubstantiated finding by the Title IX Coordinator, the Complainant may request a hearing before the Board of Education pursuant to Board Policy 500.20. The Board's decision shall be communicated through its duly authorized Superintendent to the Complainant in writing by filling out the Step Two Appeal Outcome on the Notification Form attached hereto as Exhibit B. The Superintendent will compile a written summary relating to the Board's Step Two Appeal decision, using the Summary of Investigation form attached hereto as Exhibit C, to be included in the Title IX Coordinator's confidential file related to the complaint. The complainant will not have access to the confidential review file.
7. Administrators, faculty and staff may use an informal resolution procedure, if the complaining employee elects this process as an alternative to the formal complaint procedure, to resolve complaints. A copy of an Informal Resolution Request form is attached hereto as Exhibit D. In order to utilize an informal process, such as mediation, counseling, etc., the complaining party must be informed that there is a formal process which may be utilized if requested. Additionally, the complaining party must be informed that at any time during the informal proceedings he or she may withdraw from the informal process and proceed with a formal procedure as set forth in Board Policy 500.20. The Informal Resolution Procedure may also be used when knowledge of sexual harassment of students is received from oral student reports or staff administrators' observation.
8. All staff, faculty and administrators are required to inform the building principal of any written or oral reports of sexual harassment which they receive and/or any sexual harassment incidents which they observe. All informal complaints will be documented on the form attached hereto as Exhibit D. The executed form will then serve as a record of the complaint and the informal process used. Upon completion, the form should be provided to the building principal for forwarding to the Title IX Coordinator.



9. All District and building administrators will receive training on the subject of sexual harassment. Such training will be provided by persons knowledgeable about the subject of sexual harassment and will cover identification of sexual harassment incidents, the harm to employees or students resulting from such incidents,

**East Aurora School District No. 131**

**500.20-R**

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appropriate investigative procedures, possible remedies, and other information necessary for such individuals to perform their responsibilities in a responsible manner. Annual refresher training will be included during fall orientation each year.

10. After receiving training, building administrators will provide information and training on sexual harassment to all professional and classified staff within their buildings notifying them of the Sexual Harassment Policy and related procedures. Annual refresher training will be provided to professional and classified staff during orientation each year.
11. The District's Title IX Coordinator will maintain a centralized record of all alleged incidents of sexual harassment brought pursuant to the District's Sexual Harassment Policy, as well as written summaries indicating final dispositions of the matters. All administrators, faculty and staff involved in processing complaints are responsible for reporting these complaints and their final disposition to the Title IX Coordinator. The documentation forwarded to the Title IX Coordinator must include the Formal and/or Informal Complaint forms, the Summary of Investigation form and a copy of the Investigation Results Notification form.
12. The sexual harassment policy and complaint procedures are intended to provide the District's exclusive remedies for employees complaining of sexual harassment and/or retaliation for complaining of sexual harassment.

Adopted: July 1, 2004

**Personnel****General Personnel - Affirmative Action**

The District, as a recipient of federal and state funds, is committed to undertaking affirmative action that will provide equal employment opportunities for staff and applicants for employment. Such affirmative action will include a review of programs, the setting of goals, and the implementation of corrective employment procedures to increase the ratio of the aged, the disabled, ethnic minorities, and women who are underrepresented in the District's job classifications -- in relation to the availability of such persons having requisite qualifications. Such affirmative action also will include recruitment, selection, training, education, reduction in force, and other programs.

The Superintendent will develop an affirmative action plan that specifies the personnel procedures to be followed by District staff and will ensure that no such procedures discriminate against any individual or class of individuals. Reasonable steps will be taken to promote employment opportunities for those classes that are recognized as protected groups -- the aged, the disabled, ethnic minorities and women.

This policy, as well as the affirmative action plan, regulations and procedures developed in accordance with it, will be disseminated widely to staff in all classifications and to community members and organizations upon request. Progress toward the goals established under this policy will be reported to the Board of Education.

LEGAL REF.:	Executive Order 11246 Title IX Title 45	Amended by Executive Order 11375 Education Amendments of 1974 Code of Federal Regulations
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Adopted: July 1, 2004

**Personnel****General Personnel - Sex Equity**

1. It is the intent and purpose of the Board of Education to comply with and implement for the requirements of Title IX of the Education Amendment of 1972 (20 U. S. C. 1681 et. seq.), Article 1, Section 18 of the Illinois Constitution, and Sections 10-22.5 and 27-1 of the School Code (Ill. Rev. Stat. 1985, Ch. 122, Pars. 10-22.5 and 27-1).
2. It is the policy and practice of Aurora East School District 131 not to discriminate on the basis of sex in the educational programs or activities of such school district. No person shall be excluded from employment with the district on the basis of sex; nor, shall any person, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination in employment in this school district, pursuant and according to the requirements of Title IX of the Educational Amendments of 1972.
3. Employees of School District 131 who feel that School District 131 has discriminated against them because of sex and in violation of the requirements of Title IX of the Federal Education Amendment of 1972 are encouraged to use the following grievance procedure:

**Explanation:**

A Grievance is a difference of opinion involving: (1) the meaning, interpretation or application of established policies; (2) difference of treatment: or, (3) application of the legal requirement of civil rights legislation.

This procedure is not intended to limit the option of the district and a grievant to resolve any grievance mutually and informally. Any hearings and conferences held under this procedure shall be conducted at a time which will afford a fair and equitable opportunity to participate for all persons involved in the process.

Due process shall exist throughout the procedure, along with rights to: (1) representation; (2) present witnesses and evidence; (3) confidentiality; (4) review relevant records; and, (5) proceed without harassment and/or retaliation.

Time limits refer to days when school is in session.

**STEP 1:**

Any complaint alleging non-compliance with Title IX shall be in writing, shall include a statement of facts, comprising the alleged noncompliance, shall be signed and dated, and shall be filed with a Complaint Manager for the Uniform Grievance Policy and/or the building principal or appropriate administrator. This grievance must be filed within ten (10) days of the alleged discriminatory incident. The Complaint Manager, building principal or appropriate administrator will arrange for a meeting to take place within ten (10) days after receipt of grievance to discuss the matter. Within ten (10) days of such meeting, the principal or appropriate administrator shall make a decision on the complaint and communicate it in writing to the grievant.

**STEP 2:**

If the grievance is not satisfactorily resolved under Step 1, the grievant may appeal in writing to the \*Title IX Coordinator within ten (10) days of the Complaint Manager, principal or appropriate administrator's decision in Step 1. Within ten (10) days of such notice, a meeting shall be called with grievant and other appropriate parties, if any, for discussion and an equitable resolution of the grievance. Within ten (10) days of their meeting, the Title IX Coordinator shall communicate his decision in writing, together with supporting reasons, to the grievant.

**STEP 3:**

If the grievance is not satisfactorily resolved under Steps 1 and 2, the grievant may appeal in writing to the Superintendent of Schools within ten (10) days of the Complaint Manager, principal or appropriate administrator's decision in Step 2. Within ten (10) days of such notice, a meeting shall be called with grievant and other appropriate parties, if any, for discussion and an equitable resolution of the grievance. Within ten (10) days of their meeting, the Superintendent of Schools shall communicate his decision in writing, together with supporting reasons to the grievant.

**STEP 4:**

If the grievance is still not resolved, the grievant may appeal the issue in writing within ten (10) days of the Superintendent of School's decision in Step 3, to the President of the Board of Education, and may request a hearing before the Board of Education. The Board of Education, within fifteen (15) days of receipt of hearing request, shall hear the issue. Within fifteen (15) days after the hearing, or within fifteen (15) days after receipt of written grievance, if no hearing is requested, the Board of Education shall communicate its decision in writing, together with supporting reasons to the grievant.

**STEP 5:**

Grievance decisions made at the local level may be appealed to the appropriate Education Service Region Superintendent and, thereafter, to the State Superintendent of Education.

\*The Title IX Coordinator for District 131 is the Director of Human Resources and may be contacted at 417 Fifth Street, or by calling 299-5564. The Director of Human Resources is also responsible for coordinating concerns regarding Section 504 of Rehabilitation Act of 1973.

LEGAL REF.: Title IX of the Education Amendments, 20 U.S.C. § 1681 et seq., 34 C.F.R. Part 106.

Adopted: December 6, 2004

**Personnel****General Personnel - Americans With Disabilities Act****General**

The Board of Education, East Aurora School District 131, Kane County, Illinois is committed to prohibiting discrimination against any student, employee or member of the public on the basis of a disability, and to ensuring that all services, policies and practices of the District, and the effects thereof, are in full compliance with the requirements of the Americans with Disabilities Act of 1990 (the "ADA").

**ADA Coordinator**

The person designated to serve as the District's Coordinator under the Americans with Disabilities Act of 1990 (the "ADA Coordinator") is:

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The ADA Coordinator will coordinate the District's efforts to comply with the ADA and carry out its obligations. The name, office address and telephone number of the current ADA Coordinator will be made available to any person who may contact the District's administrative offices requesting such information.

**Public Information**

The Board will make available and disseminate upon request to students, parents, employees and interested members of the public, handbooks, manuals, pamphlets and other information regarding the rights and protection provided by the ADA and the applicability of the ADA to the services, programs and activities of the District.

**Grievance Procedure**

The District's Americans with Disability Act Grievance Procedure is contained in the administrative procedures that are attached to this policy and made a part hereof by reference.

Adopted: July 1, 2004

**Administrative Procedures****General Personnel - Americans With Disabilities Act**

1. The Superintendent will designate a District Americans with Disabilities Act (ADA) Coordinator ("the ADA Coordinator").
2. The ADA Coordinator will provide a copy of the District's ADA policy and grievance procedure to any student, parent, guardian or other interested individual requesting them, within seven (7) calendar days of the filing of such a written request.
3. Grievances regarding possible handicap discrimination or alleging a violation, misunderstanding, or misapplication of the ADA in the District will be made in writing and directed to a Complaint Manager for the Uniform Grievance Policy and/or the ADA Coordinator. The grievance will identify the ADA provision(s) allegedly violated and the remedy requested.
4. Upon receipt of a written grievance, the Complaint Manager or ADA Coordinator will initiate an investigation of the grievance, consulting with the Grievant, District staff or others to the extent necessary and appropriate. The Complaint Manager or Coordinator may seek advice from related federal, state or local agencies or legal counsel. The Grievant may have a legal representative present during any meeting with the District.
5. Within thirty (30) calendar days of receiving the grievance, the Complaint Manager or ADA Coordinator will render a written decision, including a statement of the appeal rights of the Grievant. Copies of the written decision will be given to the Grievant and the Superintendent.
6. If the Grievant is not satisfied with the decision rendered by the Complaint Manager or ADA Coordinator, the decision may be appealed within ten (10) calendar days to the Superintendent or his/her designee by submitting a written appeal, addressed to the Office of the Superintendent. The Superintendent or his/her designee will meet with the Grievant, review all relevant information and render a written decision within fifteen (15) calendar days of the date on which the appeal was filed.
7. If the Grievant is not satisfied with the decision rendered by the Superintendent or his/her designee, the decision may be appealed within ten (10) calendar days to the Board by submitting a written request for a hearing before the Board, addressed to the Office of the Superintendent. Copies of the grievance, the Complaint Manager or ADA Coordinator's decision and the Superintendent's decision will be forwarded by the Superintendent to the Board. The Board will

review the aforementioned documents and all other relevant information at its next

regularly scheduled meeting, at which time the Grievant will be given the opportunity to be heard before the Board. The Grievant and the District will each be given reasonable opportunity to present witnesses deemed necessary to develop pertinent facts relating to the grievance. The Board will render its written decision on the appeal within thirty (30) calendar days.

8. If the Grievant is dissatisfied with the Board's decision, the Grievant may resort to the federal complaint procedures established under the ADA. Resorting to these procedures should be done in a timely fashion.
9. The Grievant is entitled to confidentiality. The Grievant will not be subjected to harassment or retaliation as a result of having filed a grievance or having appealed a decision.
10. The Complaint Manager or ADA Coordinator and/or his/her designee will be available to provide assistance to the Grievant as needed in the preparation and processing of the grievance and in the appeal of decisions.

The present ADA Coordinator for District 131 is\_\_\_\_\_. The Coordinator may be contacted at the School Service Center, 417 Fifth Street, Aurora, Illinois 60505, or by calling (630) \_\_\_\_\_.

Adopted: July 1, 2004



**Personnel****General Personnel - Personnel Administration**

The Superintendent is responsible for recommending to the Board the employment, assignment, and dismissal of all certified and classified personnel. Also, he/she will make recommendations to the Board for the promotion or demotion of certified or classified personnel.

The Superintendent will, when appropriate, consult with building principals and other District administrators concerning changes in the status of District personnel.

LEGAL REF.: Illinois School Code, Sec. 10-21.4, 20-20.7, and 24-1 (105 ILCS 5/10-21.4, 5/20-20.7, and 5/24-1).

Adopted: July 1, 2004

**Personnel****General Personnel - Prohibition of Tobacco Use on School District Property**

The use of tobacco by any school employee, student, or other person is prohibited on District 131 property. This prohibition applies to such property before, during and after the regular school day and on days when school is not in session.

For purposes of this policy, the term "tobacco" refers to cigarettes, cigars, pipes, or tobacco in any other form, including smokeless tobacco. Smokeless tobacco is defined as any loose, cut, shredded, ground, powdered, compressed or leaf tobacco.

For purposes of this policy, the term "school property" includes -- without limitation -- all areas within or outside of any District 131 building or other indoor or outdoor facility used for school purposes, whether owned, leased or contracted for by the District.

Also, in this policy, the term "school purposes" includes all events, activities or other uses of school property authorized or permitted by the Board of Education or District officials. Such events, activities and other uses include -- without limitation -- all interscholastic and extra-curricular athletic, academic and other events sponsored by the Board or in which District students participate.

LEGAL REF.: Illinois School Code, Sec. 10-20.5b (105 ILCS 5/10-20.5b);  
Goals 2000: Educate America Act, Part C, (the "Pro-Children Act  
of 1994").

Adopted: July 1, 2004

**Personnel****General Personnel - Pay Periods**

All District employees' paydays shall be scheduled semi-monthly on the 15th day and the last day of the calendar month. Should either of these dates fall on a weekend or holiday, the employee will be paid on the last working day preceding the weekend or holiday.

Classified personnel shall be paid in full over the period of the year that they are actually working, and earnings will not be permitted to accrue for pay distribution over the summer months.

All salary accruing to a person terminating his or her employment with the District shall be paid at the time of the next succeeding payroll for his or her particular category, unless otherwise directed by the Superintendent.

This policy will be interpreted in accordance with the terms and conditions of any applicable collective bargaining agreement(s).

LEGAL REF.:           Collective Bargaining Agreements

Adopted:               July 1, 2004

**Personnel**

**General Personnel - Initial Personnel File -- Certificated Personnel**

Except as otherwise provided by Board policy, no new certificated employee will be allowed to begin working until his/her initial personnel file is complete.

Adopted: July 1, 2004

**Administrative Procedures****General Personnel - Initial Personnel File -- Certificated Personnel**

The personnel file for a certificated employee typically includes the following items:

1. Completed application
2. Official transcripts from all colleges attended
3. Official credentials or letters of recommendation
4. Original or copy of teacher certificate (registered in Kane County)
5. Criminal History Background Investigation form
6. Department of Children and Family Services child abuse form
7. Employment agreement
8. Completed W-4 forms -- state and federal
9. T.R.S. forms: Membership and Nomination of Beneficiary
10. Medical, Dental and Life insurance forms
11. Federal I-9 form -- Employment Eligibility Verification
12. Physical examination forms including written evidence proving freedom from communicable diseases including tuberculosis
13. Emergency Data Information form
14. Other items deemed necessary and/or appropriate by the administration.

Adopted: July 1, 2004

**Personnel**

**General Personnel - Initial Personnel File -- Classified Personnel**

Except as otherwise provided by Board policy, no new classified employee will be allowed to begin working until his/her initial personnel file is complete.

Adopted: July 1, 2004

**Administrative Procedures**

**General Personnel - Initial Personnel File -- Classified Personnel**

The personnel file for a classified employee typically includes the following items:

1. Completed application
2. Criminal History Background Investigation form
3. Department of Children and Family Services child abuse form
4. Completed W-4 forms -- state and federal
5. I.M.R.F. forms: Notice of Participation and Designation of Beneficiary
6. Medical, Dental and Life insurance forms or insurance declination
7. Federal I-9 form -- Employment Eligibility Verification
8. District 131 work rules
9. Statement of Receipt of Contract, Job Description and Evaluation form
10. Physical examination forms, including written evidence proving freedom from tuberculosis and other communicable diseases
11. Emergency Data Information form
12. Transcripts, if college courses have been taken
13. Certificate of Approval from State, if teacher aide
14. Other items deemed necessary and/or appropriate by the administration.

Adopted: July 1, 2004

**Personnel****General Personnel - Insurance Eligibility and Benefits**

All employees subject to a Collective Bargaining Agreement with the District shall be entitled to insurance and other benefits as provided therein. All other full time employees shall be entitled to health, dental, vision, life, and/or disability insurance per our plan documents and at such costs as shall be approved from time to time by the Board of Education or as shall otherwise be required by law.

Adopted: March 18, 2013



**Personnel****General Personnel - Insurance Coverage for Employees on Leave of Absence**

An employee who has been granted a leave of absence may continue his/her participation in the insurance plans of District 131 by assuming the total cost of the premiums for such plans. The premiums must be paid in advance, in accordance with arrangements made with the Human Resources Department and the terms of any applicable collective bargaining agreement.

Adopted: July 1, 2004

**Personnel**

**General Personnel - Discipline of Employees**

A. Definitions

1. Disobedience shall include any refusal or failure to follow an order, direction, regulation or policy, whether oral or written, of the Board of Education or of any person who has supervisory responsibility.
2. Misconduct includes:
  - a. Any act or failure to act which causes, or may reasonably lead the Board of Education or the administration to forecast substantial disruption or material interference with the educational process or the rights of others.
  - b. Any act or failure to act occurring during the course of an employee's duties which jeopardizes the health, safety and welfare of any person, student, parent or school employee.
  - c. Any act or failure to act which constitutes immoral conduct.
  - d. Any act or failure to act which constitutes a violation or an attempt to violate any federal or state law or regulation or municipal ordinance and which relates to the employees duties.
3. Employees: All job categories found in the District schools, including but not limited to: Teachers, Teacher Aides and Assistants, Dean's Assistants, Secretaries and Clerical Assistants, Custodial/Maintenance Personnel, Administrators, etc.

B. Suspensions With Pay

1. Grounds:

Employees may be suspended with pay from their duties or for any portion of such duties during any investigation of conduct constituting disobedience or misconduct or as might otherwise be appropriate or in the best interests of the school.

2. Procedures:

- a. Notification ... The Superintendent or the Superintendent's designee may suspend an employee upon written or oral notice which shall specify:
  - (1) the reasons for the suspension;
  - (2) the date(s) and duration of the suspension.
  - (3) If the employee is suspended upon oral notice, written confirmation of such oral notice shall be given to the employee as soon as reasonable, stating the reasons and intended duration of the suspension.
- b. Pre-Suspension Meeting ... The Superintendent or the Superintendent's designee shall meet with the employee prior to the suspension to advise the employee of the evidence in support of the reasons for the suspension and afford the employee an opportunity to respond. If the Superintendent or his Assistant cannot meet with the employee prior to the suspension, he or she shall attempt to meet with the employee after the commencement of the suspension. The decision to rescind or reaffirm the decision shall be promptly communicated in writing.

3. Length:

A suspension with pay shall not exceed the duration of any investigation concerning an employee's conduct.

C. Suspensions Without Pay

1. Grounds:

Employees may be suspended without pay from their duties or for any portion of such duties for conduct constituting disobedience or misconduct.

2. Procedures:

- a. Notification ... The Superintendent or the Superintendent's designee may suspend an employee without pay upon oral or written notice which shall specify:
  - (1) the reasons for the suspension;

- (2) the date(s) and duration of the suspension;
- (3) the employee's right to request a hearing to review the suspension before the Board of Education with representation.

If the employee is suspended upon oral notice, written confirmation of such notice shall be given to the employee as soon as reasonable by a letter stating the reasons, duration and right to request a review hearing with representation.

- b. **Pre-Suspension Meeting ...** If, in the opinion of the Superintendent, or the Superintendent's designee, the employee does not pose an immediate threat to himself/herself or others or an ongoing threat of disruption to the education process, the Superintendent or the Superintendent's designee shall meet with the employee prior to the suspension to advise the employee of the evidence which supports the reasons for the suspension and afford the employee an opportunity to respond. If the employee imposes an immediate threat to himself/herself, to others or an ongoing threat of disruption to the education process requiring immediate removal from the premises, a suspension meeting shall be held as soon after removal as is reasonable. The decision to rescind or reaffirm the decision shall be promptly communicated in writing.
- c. **Review Hearing:**
  - (1) The employee shall be granted a hearing before the Board of Education or a committee thereof to review the suspension if an employee makes a written request for such hearing to the Superintendent within five for days of receipt of the written notice of suspension. He/she shall have the right to be represented at the hearing by legal counsel or other representative, present witnesses on his/her behalf and cross-examine any witness who testifies against him/her.

- (2) Upon receipt of a request for a review hearing, a hearing date shall be promptly scheduled. The employee shall be given written notification of the time and place of the hearing at least seven (7) days prior to the review, as determined by the date of the notification letter. The notification shall set forth the procedure to be followed at the review hearing, as stated below.

d. Review Hearing Procedures:

- (1) The hearing shall be conducted in closed session.
- (2) The employee may be represented by a person of the employee's choice.
- (3) The school officials and then the employee shall make a short opening statement as to their position on the dispute.
- (4) The school officials shall first present their evidence in oral or written form.
- (5) After the school officials conclude their evidentiary presentation, the employee may present evidence to refute the charges orally or in writing.
- (6) Each party shall be afforded an opportunity to cross examine all witnesses who testify and to examine all written evidence presented.
- (7) All relevant evidence shall be received by the Board or Committee without regard to the rules of evidence in such a manner as is appropriate in the circumstances.
- (8) The school officials and then the employee may make closing statements at the conclusion of the hearing.
- (9) The hearing may be recorded stenographically or by tape at the direction of either party at its own expense. If either party makes a recording, the other party shall be offered an opportunity to purchase a copy of the transcript or to a reproduced tape.
- (10) The Board of Education, based upon the preponderance of the evidence, may uphold, modify or reverse the suspension. If the Board reverses the suspension, any lost salary and

benefits shall be refunded and the record expunged of any notices or material relating to the suspension.

3. Length:

Any suspension without pay shall not exceed five (5) employment days for the first offense and shall not exceed ten (10) employment days for any subsequent offense for the same or similar infraction.

4. Other Discipline

The Superintendent or other administrators designated by the Superintendent may impose other discipline not involving loss of salary, such as written or oral reprimands or other appropriate discipline.

D. General

Nothing herein is intended to limit the authority of the Board to discharge any employee as provided for by School Code sections 10-22.4, 24-11, 24-12, or as otherwise provided for and authorized by law, without resorting to the intermediate forms of discipline listed above.

In connection with any action taken under this policy, the Board will provide such due process as is necessary and appropriate under applicable Constitutional standards.

This policy will be interpreted in accordance with the terms and conditions of any applicable collective bargaining agreement(s).

LEGAL REF.: Illinois School Code, Sec. 10-22.4, 24-11, and 24-12 (105 ILCS 5/10-22.4, 5/24-11, and 5/24-12); Cleveland Board of Education v. Loudermill, 105 S.Ct. 1487, (1985), on remand 763 F.2d 202; Jones v. Board of Education of Township High School District No. 211, 651 F. Supp. 760 (N.D. M. 1986); Barszcz v. Board of Trustees of Community College District No. 504, Cook County, 400 F.Supp. 675 (N.D. Ill. 1975); Spinelli v. Immanuel Lutheran Evangelical Congregation, Inc., 515 N.E.2d 1222 (1987); Kamrath v. Board of Education of School District 150, 515 N.E.2d 1222 (1987); Massie v. East St. Louis School District No. 189, 561 N.E.2d 246 (5th Dist. 1990); and Kearns v. Board of Education of North Palos Elementary School District No. 117, 392 N.E.2d 148 (1st Dist. 1979).

Adopted: December 6, 2004

**Personnel****General Personnel - Personnel Records, Maintenance and Access**

The District will maintain a complete personnel record for every current and former employee. The employees' personnel records will be maintained in the School Service Center and other administrative offices, under the direct supervision of the Superintendent. An employee will be given access to his or her personnel records according to guidelines developed by the Superintendent.

LEGAL REF.:      Family Educational Rights and Privacy Act, 20 U.S.C.      1232(g)  
1974;  
Illinois Personnel Record Review Act (820 ILCS 40/0.01, *et seq.*);  
Immigration Reform and Control Act of 1986; P.L. 99-643;  
23 Ill.Admin.Code §1.660.

Adopted:              July 1, 2004

**Administrative Procedures****Personnel Records -- Maintenance and Access****Maintenance of Records**

The District will maintain a complete personnel record for every current and former employee. The employees' personnel records will be maintained in the District Education Center and other administrative offices, under the direct supervision of the Superintendent. The personnel record will include, by way of example rather than limitation, the following:

1. Pre-employment Records:
  - job application forms
  - transcripts
  - pre-employment health and medical reports
  - previous work experience
  - references
  - such other relevant information as the District desires of applicants for screening purposes

Records for unsuccessful job applicants will be maintained for at least five (5) years from either the date an application was received or the date the applicant was interviewed by District personnel, whichever is later.

2. Employment Records:
  - dates of employment
  - records maintained pursuant to regulations of the Internal Revenue Service
  - records maintained for the Illinois Teachers' Retirement System or the Illinois Municipal Retirement System
  - criminal background investigation papers
  - Form I-9 required by the Immigration and Naturalization Service under the Immigration Reform and Control Act of 1986
  - payroll information and deductions
  - credit release information
  - sick leave data
  - leaves of absence data
  - vacation data (where appropriate)



- valid certificate for services being performed
- transcripts of graduate work completed after the effective date of employment
- credit for in-service work completed
- employment health and medical records
- supervisory evaluations
- promotions
- disciplinary actions
- personal leave
- awards received
- letter of resignation or retirement
- notice of discharge
- any additional information the Administration deems to be relevant to the person's job and continued employment in the District.

This information will be maintained for all employees and former employees of the District as required by law. Section 7 of the Illinois Local Records Act, (50 ILCS 205/7), provides that, "Except as otherwise provided by law, no public record will be disposed of by any offices or agency unless the written approval of the appropriate Local Records Commission is first obtained."

The Superintendent or his/her designee will be responsible for periodically reviewing the personnel records maintained by the District for their order, accuracy, relevance and completeness of information. The Superintendent will be responsible for informing applicants and employees of the types of records that are maintained about them and for developing such further procedures as may be necessary to maintain records for all employees in the District.

#### Access to Records

The District will grant an employee access to all or part of his/her personnel records, which are, have been or are intended to be used in determining the employee's qualifications for employment, promotion, transfer, additional compensation, discharge or other disciplinary action, except as otherwise provided herein. Access to such records will be given at least two times in a calendar year in compliance with the Illinois Personnel Record Review Act, unless otherwise provided for in a collective bargaining agreement. Access to the employee's personnel records will be provided within the following guidelines:

1. The employee will submit a written request to inspect his/her personnel records to the Superintendent or his/her designee.

2. The Superintendent or his/her designee will provide the employee the opportunity to inspect the requested records within seven (7) working days after the request. If such deadline cannot reasonably be met, the District will have an additional seven (7) days to comply.

Reasonable grounds for an extension include, without limitation:

- (A) The requested records have not been located in the course of a routine search and additional efforts are being made to locate them;
- (B) the requested records require examination and evaluation by personnel having the necessary competence and discretion to determine if they are exempt from disclosure under Section 10 of the Illinois Personnel Record Review Act or should be revealed only with appropriate deletions; or
- (C) the request for records cannot be complied with by the District within the time limits prescribed without unduly burdening or interfering with the operations of the District.

When additional time is required, the Superintendent or his/her designee will respond by letter to the person making the written request within seven (7) working days. That letter will explain the reasons for the delay and the date by which the records will be made available or a denial will be forthcoming. In no instance will the delay in processing last longer than seven (7) working days.

3. The employee will inspect the personnel record at the District's Administrative Office during normal working hours or at another time or place mutually convenient to the employee and the Superintendent or his/her designee.
4. The inspection of personnel records will be conducted under the supervision of a responsible staff member to protect the records from loss, damage or alteration, and to ensure the integrity of the records.
5. The employee may obtain a copy of the material maintained in his/her personnel record. The cost of copying all or part of that record will be based on the District's actual cost of duplication.

6. Neither an employee nor his designated representative will have access to records that are exempt under Section 10 of the Illinois Personnel Record Review Act.
7. The employee may not remove any part of his/her personnel record from the file or the District Education Center.
8. Should the employee demonstrate an inability to inspect his/her personnel record in person, the District will mail a copy of a specific record(s) upon written request and after payment by the employee of applicable duplication costs.
9. If either the District or the employee knowingly places false information in the employee's personnel record, the District or employee, whichever is appropriate, will have remedy through legal action to have that information expunged.
10. Should the employee be involved in a current grievance against the District, the employee may designate in writing a representative who has the authority to inspect the personnel record, which may have a bearing on the resolution of the grievance, subject to the provisions and limitations contained in this policy.
11. If an employee disagrees with any information contained in his/her personnel record, the employee may submit a written statement explaining his/her position. The District will attach the employee's statement to the disputed portion of the personnel record, and the statement will be included whenever that disputed record is released to a third party as long as the disputed record is part of the employee's personnel file. Inclusion of any written statement attached to the disputed record in an employee's personnel file without any further comment or action by the District will not imply or create any presumption that the District agrees with the statement's contents.
12. The District will not gather or keep a record of an employee's associations, political activities, publications, communications or nonemployment activities, unless the employee submits the information in writing or authorizes the District in writing to keep or gather such records. However, nothing herein will be construed to prohibit the District from gathering or keeping records about activities that occur on District premises or during the employee's working hours and that interfere with the performance of the

employee's duties or activities, or the duties or activities of other employees, regardless of when and where they occur, or that constitute criminal conduct or may reasonably be expected to harm the District's property, operations or educational process or programs, or could by the employee's actions cause the District financial liability.

13. The District will not gather or keep a record that identifies an employee as the subject of an investigation by the Department of Children and Family Services (DCFS) if the investigation resulted in an unfounded report as specified in the Illinois Abused and Neglected Child Reporting Act.

Upon receiving written notification from the DCFS that an investigation has resulted in an unfounded report, an employee will take the written notification to the Superintendent or his/her designee and have any record of the investigation expunged from his/her personnel record.

14. When the District receives a written request for personnel records from a third party, the District will review the requested records. Before releasing the records to the third party to inspect and/or copy them, the District will delete disciplinary reports, letters of reprimand or other records of disciplinary action that are more than four years old, unless the release is ordered to a party in a legal action or arbitration.

The District will not divulge disciplinary reports, letters of reprimand, or records of other disciplinary action to a third party, to a party who is a part of the employer's organization, or to a party who is a part of a labor organization representing the employee, without providing the employee with written notice. That written notice will be by first-class mail to the employee's last known address and will be mailed on or before the day the information is divulged.

The District, however, will divulge disciplinary reports, letters of reprimand, or records of other disciplinary action to a third party without written notice if: the employee has specifically waived written notice as part of a written, signed employment application with another employer; the disclosure is ordered to a party in a legal action or arbitration; or information is requested by a government agency as a result of a claim or complaint by an employee, or as a result of a criminal investigation by such agency.

15. If the request for access to an employee's personnel record is denied, the Superintendent or his/her designee will notify the person making the request in writing of the decision to deny such request and the reason for making the denial.

If a request is denied on the grounds that the personnel record is exempt under Section 10 of the Illinois Personnel Record Review Act, the notice of denial will specify the exemption claimed. Section 10 provides that the right of the employee or the employee's designated representative to inspect his/her personnel record does not extend to:

- (1) Letters of reference for that employee;
- (2) Any portion of a test document, except that the employee may see a cumulative total test score for either a section of or the entire test document;
- (3) Materials relating the District's staff planning, such as matters relating to school development, expansion, closing or operational goals, where the materials relate to or affect more than one employee. However, this exception does not apply if such materials are, have been or are intended to be used by the District in determining an individual employee's qualifications for employment, promotion, transfer, or additional compensation, or in determining an individual employee's discharge or discipline.
- (4) Information of a personal nature about a person other than the employee, if disclosure of the information would constitute a clearly unwarranted invasion of the other person's privacy.
- (5) Records relevant to any other pending claim between the District and employee that may be discovered in a judicial proceeding.
- (6) Investigatory or security records maintained by the District to investigate criminal conduct or other activity by the employee that could reasonably be expected to harm the District's property, operations, or education process or programs, or could -- due to the employee's activity, cause the District financial liability -- unless and/or until the District takes adverse personnel action based on information in such records.

Adopted: July 1, 2004

## **Personnel**

### **General Personnel - Immigration Investigation**

Under the Immigration Reform and Control Act of 1986 (Act), the Board is prohibited from hiring an employee knowing he/she is an unauthorized alien or without verifying that the individual is not an unauthorized alien by examining certain prescribed documents. The District is required to attest that such verification has been made. In addition, prior to hiring, the employee is required to attest that he/she is a citizen or national of the United States, an alien lawfully admitted for permanent residence, or an alien authorized for such employment.

In order to comply with the Act, the Superintendent or his/her designee will obtain an Employment Eligibility Verification (I-9) form from all District employees hired on or after November 7, 1986, the effective date of the Act. All employees hired on or after November 7, 1986 who continue to be employed by the District must complete the form immediately upon receiving it from the Superintendent. All newly hired employees must complete the form no later than three (3) business days following their first working day. If an individual is unable to provide the required documents to complete the form within the three (3) day period, he/she must present a receipt for the application of the documents within three (3) days of hire and present the required documents within twenty-one (21) days of hire.

In completing the I-9 form, the Superintendent or his/her designee will physically examine those documents that establish both the individual's identity and employment eligibility. The Act and proposed rules specify particular types of documents that will be deemed acceptable:

1. The following documents are acceptable to establish both identity and employment eligibility:
  - a. United States passport (unexpired or expired).
  - b. Certificate of United States citizenship (INS Form N-560 or N-561).
  - c. Certificate of Naturalization (INS Form N-550 or N-570).
  - d. An unexpired foreign passport that:
    - (i) Contains an unexpired stamp that reads, "processed for I-551 . . ." or
    - (ii) Has attached thereto a Form I-94 bearing the same name that is on the employment authorization stamp, so long as the period of endorsement has not yet expired and the proposed employment is not in conflict with any restrictions or limitations identified on the Form I-94.

- e. Alien Registration Receipt Card (INS Form I-151 or INS Form I-551), provided that it contains a photograph of the bearer.
  - f. Unexpired Temporary Resident Card (INS Form I-688) or unexpired Employment Authorization Card (INS Form I-688A), provided that it contains a photograph of the bearer.
  - g. Unexpired Reentry Permit (INS Form I-327).
  - h. Unexpired Refugee Travel Document (INS Form I-571).
  - i. Unexpired Employment Authorization Document issued by the INS (INS Form I-688B), provided that it contains a photograph of the bearer.
2. The following documents are acceptable to establish identity only:
- a. A State-issued driver's license or identification card containing a photograph, or if the document does not contain a photograph, identifying information such as: name, date of birth, sex, height, color of eyes and address.
  - b. ID card issued by federal, State or local government agencies or entities provided it contains a photograph or information such as name, date of birth, sex, height, eye color, and address.
  - c. School ID card with a photograph.
  - d. Voter's registration card.
  - e. U.S. Military card or draft record.
  - f. Military dependent's ID card.
  - g. U.S. Coast Guard Merchant Marine Card.
  - h. Native American tribal document.
  - i. Driver's license issued by a Canadian government authority.

For persons under age 18 who are unable to present a document listed above:

- j. School record or report card.
  - k. Clinic, doctor or hospital record.
  - l. Day-care or nursery school record.
3. The following documents are acceptable to establish employment authorization only:
- a. A social security card other than one not valid for employment purposes.
  - b. A Certification of Birth Abroad issued by the U.S. Department of State (Form FS-545 or DS-1350).

- c. An original or certified copy of a birth certificate issued by a State or a recognized subdivision thereof establishing birth in a State.
- d. Native American tribal document.
- e. U.S. Citizen ID Card (INS Form I-197).
- f. ID Card for use of Resident Citizen in the United States (INS Form I-179).
- g. Unexpired employment authorization document issued by the INS.

Copies of the inspected documents will be made and attached to the I-9 form. The completed I-9 form will be retained by the District for three years after the date of hire or one year after the date the individual's employment is terminated, whichever is later. The form will be made available to the Immigration and Naturalization Service or the U.S. Department of Labor upon request.

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

Adopted: July 1, 2004



**Personnel****General Personnel - Drug- and Alcohol-Free Workplace**

It is the policy of District 131 that its workplace be free from drugs and alcohol.

Purposes -- The purposes of this policy include the following:

1. to establish and maintain a safe, healthy and productive educational environment for all employees;
2. to ensure the reputation of the District and its employees within the community;
3. to reduce the occurrence of accidental injuries to persons or property;
4. to reduce absenteeism and tardiness, and improve the quality of the educational program in the District;
5. to recommend rehabilitation assistance to any employee who needs such help; and
6. to comply with the requirements of applicable state and federal laws, rules and regulations.

Definitions -- Regarding this policy, the following definitions will apply:

1. A "controlled substance" is one that is:
  - a. identified in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812), as further defined by regulation at 21 C.F.R. 1308.11 - 1308.15;
  - b. not legally obtainable;
  - c. being used in a manner different from that prescribed; or
  - d. legally obtainable but has not been legally obtained.
2. "Alcohol" is any beverage that has any alcoholic content.
3. A "conviction" is defined as a finding of guilt (including a plea of no contest) or imposition of a sentence, or both, by any judicial body charged with the responsibility of determining violations of the federal or State criminal drug statutes.

4. A "criminal drug statute" is any criminal law involving the manufacture, distribution, dispensation, use, or possession of any controlled substance.

#### Regulations

1. The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance by any employee while on any District property or in any facilities operated by the District, while performing work for or on behalf of the District, or while engaged in any District activities, is prohibited.
2. The distribution, consumption or possession of alcohol by any employee while on any District property or in any facilities operated by the District, while performing work for or on behalf of the District, or while engaged in any District activities, is prohibited. This prohibition extends to vehicles when they are located on District property.
3. Being under the influence of alcohol or any controlled substance while on any District property or any facilities operated by the District, while performing work for or on behalf of the District, or while engaged in any District activities, is prohibited. This prohibition extends to vehicles when they are located on District property.
4. A copy of this policy will be distributed to all District employees personally and by posting in a place where employment notices are commonly posted. All District employees are hereby notified that compliance with the standards of conduct referenced in this policy is mandatory.
5. Effective as of the date of the adoption of this policy, every employee directly or indirectly engaged in the performance of work pursuant to the provisions of a grant from any federal agency will, as a condition of employment:
  - a. Abide by the terms contained in this policy; and
  - b. Notify the Superintendent in writing of any criminal drug statute conviction for a violation occurring on District property or any facilities operated by the District or while performing work for or on behalf of the District, no later than five (5) calendar days after such conviction.
6. The District will attempt in all instances to maintain a drug-free workplace for its employees in compliance with the requirements of the Drug Free Workplace Act of 1988 (P.L. 100-690) and the requirements of the Drug-Free Schools and Communities Act Amendments of 1989 (P.L. 101-226).

Disciplinary and Other Employer Action

1. Violation of these prohibitions will result in disciplinary action up to and including termination of employment and referral for prosecution.
2. Disciplinary action will also be in accordance with applicable provisions of the School Code, collective bargaining agreements, and Board policy.
3. The District may require an employee who violates any of these prohibitions to participate satisfactorily in an approved substance or alcohol abuse assistance or rehabilitation program.
4. With respect to an employee convicted of a drug offense in the workplace, the District will take disciplinary action within thirty (30) calendar days after receiving notice of such a conviction from the employee or another source.
5. The Superintendent will notify the appropriate federal agency from which the District receives grant monies, in writing, of an employee conviction within ten (10) calendar days after receiving notice or otherwise learning of such a conviction.

Drug-Free Awareness Program

The District will establish a drug-free awareness program to inform its employees about:

1. The dangers of drug and alcohol abuse in the workplace;
2. The District's policy of maintaining a drug- and alcohol-free workplace;
3. Any drug and/or alcohol counseling, rehabilitation, employee assistance or re-entry programs available to District employees;
4. The penalties that may be imposed upon employees for violation of this policy.

Any employee who feels that he/she has developed an addiction or dependence on alcohol or drugs is encouraged to seek assistance. Requests for assistance will be considered confidential.

Rehabilitation itself is the responsibility of the employee. An employee seeking medical attention for alcoholism or drug addiction is entitled to whatever benefits may be available for that purpose under the District's group medical insurance plans.

Review

The District will review its drug and alcohol abuse prevention program on a biennial basis to determine its effectiveness, to implement changes to the program if they are needed, and to ensure that the sanctions referenced herein are consistently enforced.

LEGAL REF.:        Drug-Free Workplace Act of 1988, 41 U.S.C. §701 et seq.;  
                         Illinois Drug-Free Workplace Act, 30 ILCS 580/1 et seq.;  
                         Controlled Substances Act, 21 U.S.C. §812; 21 C.F.R. 1308.11 -  
                         1308.15;  
                         Drug-Free School and Communities Act Amendments of 1989, 20  
                         U.S.C. §3171 et seq.; and  
                         Americans With Disabilities Act, 42 U.S.C. §12114.

Adopted:            July 1, 2004

**ACKNOWLEDGMENT OF RECEIPT OF  
DRUG AND ALCOHOL FREE WORKPLACE POLICY**

I, \_\_\_\_\_, hereby acknowledge receipt of the  
District's Drug and Alcohol Free Workplace Policy and promise to abide by it.

\_\_\_\_\_  
(Print Employee's Name)

\_\_\_\_\_  
Employee's Signature      (Date)

**Administrative Procedures**

**General Personnel - Drug and Alcohol Free Workplace**

In District 131, all new employees will be informed about the District's Drug and Alcohol Free Workplace Policy.

Each new employee will receive a copy of Policy 500.70 and will sign a form acknowledging receipt of this policy. A copy of the signed form will be given to the employee and the original will be kept in the employee's official personnel file.

Adopted: July 1, 2004

## **Personnel**

### **General Personnel - Employee Assistance Program**

District #131 cares significantly about the wellness of its employees and recognizes that a wide range of illnesses and problems can have an effect on an employee's health, well-being, conduct, and job performance (which includes attendance). These illnesses and problems may include emotional illnesses, alcohol abuse, drug dependence, marital or family discord, stress disorders, legal difficulties, or financial matters.

The district believes it is in the best interest of the employee, the employee's family, and the School District to utilize an Employee Assistance Program (EAP) to help with such difficulties by providing confidential and professional assessment and referral services.

The following principles shall serve as the framework for District 13 1's EAP:

1. It is recognized that problems such as physical or emotional illness, financial difficulties, marital or family distress, alcoholism, drug abuse, pressing legal issues and the like, can seriously burden the employee and affect his/her performance.
2. Employees who encounter such problems are encouraged to voluntarily seek help through the EAP. Employee utilization of the EAP shall be confidential.
3. An appropriate administrator may suggest that an employee utilize the EAP. Any suggestion shall be treated as confidential as feasible, provided in appropriate circumstances the administrator may also counsel with members of the employee's family, or close friends, or with the employee's medical, legal or spiritual advisor(s).
4. The utilization of the EAP Program shall not per se affect the employee's continued employment rights, or opportunities for promotion. Participation in the EAP Program shall not be reflected in the employee's personnel file except as such may be reasonably required by other provisions of this policy.
5. The utilization of the EAP shall not impact upon the assessment or evaluation of job performance, or excuse any less than satisfactory job performance (except as required by law).
6. Employees shall not be disciplined for non-compliance with recommendations made by the EAP.
7. Employees will not be assessed any charge for the initial EAP consultation. Additional EAP services shall be available to the employee with or without charge in accordance with the program then in effect.

8. No EAP services shall be provided by any employee of the School District except as specifically authorized by the Superintendent. The recommendations or consultations made available through the EAP are solely made by the representatives of the EAP and not of the School District. The School expressly disclaims any responsibility for any EAP recommendations or consultations.
9. The EAP Program may, at the School District's discretion, also be made available to the spouse and/or other dependents, and/or family members of the employee.
10. Participation in the EAP Program shall not serve as justification or excuse for any act which would otherwise justify termination, suspension or with other disciplinary action, or any evaluation of the employee's performance, except as required by law.

Adopted: July 1, 2004



**Personnel**

**General Personnel - Absences**

All absences will be without pay unless covered by paid leave specified in other Board policies.

Adopted: July 1, 2004

**Personnel**

**General Personnel - Leaves of Absence**

A. General Provisions, All Leaves:

1. Purpose - The purpose of this policy shall be to:
  - (a) Set forth certain rights of the employee and the employer with respect to all leaves of absence and absences without leave;
  - (b) Identify and define the types of leave available; and,
  - (c) Provide for the establishment of a date certain, in the case of any leave, until which the reemployment of any individual is assured following said leave.
2. Applicability - Leaves granted under terms of this policy shall apply only to full-time or regularly assigned part-time employees.
3. Absence Without Leave - Absence without leave, duly authorized as set forth in this policy, may constitute cause for dismissal. All employees shall be in attendance and shall be capable of performing their assigned duties unless a leave has been granted in accordance with this policy.
4. Status While On Leave:
  - (a) No employee may be granted another of the types of leaves provided herein while on any duly authorized leave.
  - (b) Except for sick leave, any leave may be granted for a period of time only which has been determined in advance.
  - (c) The sole right inherent to any leave is the guarantee of reemployment at the time of expiration of said leave.

The guarantee of reemployment does not include a guarantee to the same position as prior to the leave. Pay or other benefits shall not be earned or accrued while on leave, except as may be specifically set forth below in certain cases.
5. Approval Requirements:
  - (a) All leaves of absence require approval in writing, in advance, when

possible. This does not include sick leave.

- (b) The Superintendent is delegated the authority to deny leaves of absence with pay for purposes of sick leave or emergency/personal leave to prevent abuse or violation of this policy.
- (c) Approval by the Board of Education shall be required for all leaves of absence without pay in excess of five days per year and for sabbatical leave. (Exclude sick days.)
- (d) The Superintendent is authorized to promulgate rules which provide for the implementation and execution of this policy.

6. Leave Limitation:

No leaves of absence may be granted for a period in excess of one calendar year from the date of commencement of the leave except as otherwise stipulated by law. Generally, leaves may be terminated at either the beginning of or end of semesters, except as may be otherwise approved by the Superintendent. The length of such leaves shall be mutually agreed upon by the employee and the administration.

B. Leaves With Pay:

The Board, upon the recommendation of the Superintendent, may approve a leave of absence with pay in accordance with the terms and conditions outlined in Board policy and in the negotiated labor agreements.

C. Leaves Without Pay:

1. Definition: A leave of absence without pay shall mean the severance of all obligations between the employee and the employer to the same extent as occurs with resignation or termination, except as follows:

- (a) The employee shall have the right to reemployment with accrued benefits restored to the extent that they existed at the commencement of leave on the date immediately following the termination of any leave described herein which has been duly authorized.
- (b) The employee shall be offered, no later than the date immediately following termination of leave, a position similar to, but not necessarily the same as, the position the employee held prior to the commencement of said leave.

- (c) The employee shall report for work on said date immediately following termination of leave, prepared and capable of performing assigned duties,
- (d) Failure of the employee to so report for duty within ten (10) calendar days of said date shall constitute job abandonment, and he or she shall be deemed to be no longer entitled to reemployment.

2. Limitations:

- (a) Leave of absence without pay may be granted only upon the recommendation of the Superintendent when, in his sole judgment, the proposed leave would not result in prejudicial or deleterious effects upon the schools or pupils.
- (b) Leaves of absence without pay may not be granted when absence so caused would place the number of employees on any or all types of leave at five percent or more of the total full-time staff.
- (c) Any period of time during which an employee is granted a leave of absence without pay shall not earn credit for service including, but not limited to, matters affecting pay, tenure, or seniority, with the exception that full-time, continuous employees with three or more years of service in District 131 may earn salary scheduled advancements for any year of approved leave in which they worked 90 or more days in District 131.

3. Types of Leaves.

- (a) Leave without pay may be granted for reasons of service as a member of the General Assembly of the State of Illinois; disability; military conscription; criminal witness; and, maternity or child rearing.

4. Pay Deduction:

- (a) When a leave of absence without pay has been approved for a period of time which is less than a full calendar year or the equivalent number of working days in a contract year, the employee's loss of pay shall be calculated as follows:

<u>Contract Year</u>	<u>Contract Days</u>	<u>Per Diem Deduction</u>
School Year (10 school months)	180 days	1/180th
9.5 Calendar Months	205 days	1/205th
42 Weeks (10.5 school months)	210 days	1/210th
11 School Months	219 days	1/219th
11 Calendar Months	238 days	1/238th
12 Calendar Months	260 days	1/260th

Adopted: July 1, 2004

**Personnel****General Personnel - Unpaid Disability Leave**

The Board of Education, in its sole discretion, may grant a teacher or other employee regularly required to be certified (hereinafter "employee") [or a non-certified employee] a leave of absence, without pay or other benefits, for personal illness or quarantine, as interpreted under Section 24-6 of The School Code. Such leave shall not commence until the employee has exhausted all accumulated sick leave and is no longer deemed to be on an unpaid leave of absence for temporary illness or incapacity. The leave shall be limited to a reasonable duration, but in no event shall an unpaid leave exceed the balance of the school term in which it commences. Requests for an unpaid leave of absence must be accompanied by a physician's statement as to the nature and extent of the illness or incapacity and the estimated duration necessary for recovery.

An employee granted an unpaid leave of absence hereunder shall not be entitled to any fringe benefits, but may continue his/her- group insurance coverage, provided the carrier agrees to such continuance, upon timely advance payment to the School Business Office of all premiums due. No later than thirty (30) calendar days prior to the scheduled termination of any leave in excess of ninety (90) calendar days, the employee shall notify the Superintendent or his/her designee, in writing, of his/her intention to return to employment. Failure to provide such notification shall be deemed a submission of resignation from employment in the District.

Notwithstanding the general conditions set forth above, the Board retains the sole discretion to grant or extend any unpaid leave of absence under any conditions it deems appropriate. The granting or denying of an unpaid leave or extension shall be non-precedential with respect to any other request for a leave by an employee in the District.

Adopted: July 1, 2004

**Personnel****General Personnel - Leaves for Victims of Domestic or Sexual Violence**

An employee who is a victim of domestic or sexual violence, or who has a family or household member who is a victim of domestic or sexual violence, may take up to 12 workweeks of leave during any 12-month period in order to address the domestic or sexual violence. Such leaves will be granted in accordance with the terms, conditions and requirements of the Victims' Economic Security and Safety Act ("VESSA"), 820 ILCS 180/1, *et seq.* The employee must provide the District with at least 48 hours' advance notice of his/her intent to take such leave, unless providing such notice is not practicable. The District may require the employee to submit a certification regarding the need for and purpose of the leave.

VESSA leave generally is unpaid, unless the employee elects to substitute available paid leave in accordance with VESSA. During VESSA leave, the employee's health insurance coverage will be maintained at the level and under the conditions upon which coverage would have been provided if the employee had continued working.

The District will post notices summarizing VESSA's provisions, as required by VESSA.

LEGAL REF.: Illinois Victims' Economic Security and Safety Act (820 ILCS 180/1, *et seq.*).

Adopted: April 21, 2008

**Personnel****General Personnel - Leave of Absence -- Military Duty****Active Military Service**

Any employee who is a member of an armed forces reserve unit that is activated during the school year and who is required to enter into active military service, will continue to receive his/her salary for the first two weeks of active duty. The employee will return to the District that portion of his/her salary that is equal to the payment received for this two-week period from his or her armed forces reserve unit. However, all payments received by the employee that are allocable to non-work days or constitute a travel, meal or housing allowance, will be excluded from such refund.

Also, any certificated or non-certificated employee of the District who is a member of any reserve component of the United States Armed Services, including the Illinois National Guard, and who is mobilized to active military duty, will, for each pay period, continue to receive the same regular compensation that he/she receives or was receiving as an employee of the District at the time he/she is or was so mobilized to active military duty, plus any health insurance and other benefits he/she is or was receiving or accruing at that time, minus the amount of his/her base pay for military service, for the duration of his/her active military service. Such active military duty shall not result in the loss or diminishment of any employment benefit, service credit, or status accrued at the time the duty commenced if the duty commenced on or after September 1, 2001.

**Seniority**

Any certificated or non-certificated employee of the District who is a member of any reserve component of the United States Armed Services, including the Illinois National Guard, and who is mobilized to active military duty, will retain all earned seniority in the District and will continue to earn seniority in the District during the duration of the mobilization.

**Contractual Continued Service**

The contractual continued service status of a teacher will not be affected while he or she is on active military duty. The employee will maintain service credit earned for requirements of promotion, incremental increase in salary, leaves of absence and other privileges based on an established period of service or employment.

**Return to Duty/Disability**

Any employee, other than a temporary employee, who is called to or volunteers for active military duty, and any military reservist called for active military duty or active training, will be treated as if he or she is on a leave of absence during the tour of duty.



Upon return, the employee will be reemployed in his/her former job or a job with similar seniority, status and pay, provided the employee applies for reemployment within 90 days of honorable discharge or within 90 days of release from hospitalization for a period of not more than one year, or within such other time as required by law.

Also, the employee will be entitled to participate in insurance and other benefits that are available to employees on leave of absence. Further, the employee will not be discharged without cause within one year after restoration of employment.

Any such employee who returns disabled from active military service and is unable to serve in his or her original position, but who is otherwise qualified for another position, will be rehired to a position that is as close as possible in seniority, status and pay as the position to which he or she otherwise would have been entitled.

#### Construction

This policy will be construed to be in accordance with applicable federal and state statutes, ordinances, rules and regulations, which may be amended from time to time, and in accordance with the terms and conditions of any applicable collective bargaining agreement.

LEG. REF.:        Illinois School Code, Section 10-20.7b (105 ILCS 5/10-20.7b)  
                     Illinois School Code, Section 24-13 (105 ILCS 5/24-13)  
                     Illinois School Code, Section 24-13.1 (105 ILCS 5/24-13.1)  
                     38 U.S.C. §4301, *et seq.*  
                     20 ILCS 1805/30.1, *et seq.*  
                     330 ILCS 60/1, *et seq.*

Adopted:         July 1, 2004

**Personnel****General Personnel - Court Duty**

A court/jury duty leave of absence will be granted to District employees who are called for court/jury duty. Such employees will notify the Superintendent of the pending court/jury duty no later than 10 days prior to the first day of duty, and will provide a copy of the subpoena or notice of jury duty.

No employee will lose any salary because of jury duty or because the employee, pursuant to a subpoena issued by the clerk of a court and served on the employee, attends as a trial witness or has his/her deposition taken in any school-related matter pending in court. However, the District will deduct from the employee's salary an amount equal to the amount received by the employee for jury duty or for per diem fees that the employee is entitled to receive for complying with the subpoena.

The employee must report to his/her immediate supervisor for assignment when his/her presence in court is not required.

This policy will be subject to the terms and conditions of any applicable collective bargaining agreement.

LEGAL REF.: Illinois School Code, Sec. 10-20.7(105 ILCS 5/10-20.7).

Adopted: July 1, 2004

**Personnel****General Personnel - Religious Observances**

For the observance of religious holidays required by one's faith, an employee may be granted leave with pay. However, no more than two days of leave for observance of religious holidays will be granted in any school year, and they will be charged against personal/emergency leave days or accumulated sick days.

The employee will submit a request for such leave at least five (5) working days or contractual days before the first requested day of leave.

LEGAL REF.: Illinois Human Rights Act, Sec. 2-101 and 2-102 (775 ILCS 5/2-101 and 5/2-102).

Adopted: July 1, 2004

**Personnel****General Personnel - Staff Development Program**

The Board of Education supports the professional growth of staff members by encouraging them to attend and participate in conferences and in service meetings. Therefore, it authorizes the reimbursement of employees for expenses incurred while attending out-of-district meetings.

The Assistant/Associate Superintendents for the various departments will prescribe the rules and regulations for the use of funds budgeted for this purpose.

With the Superintendent's approval, staff members also may be released with full pay to serve as speakers, consultants, or resource persons outside the District. Staff members accepting such assignments may not accept any fee or honorarium other than a reasonable fee for preparation done outside of the working day. The employee or institution receiving such services is responsible for travel, lodging, and meal expenses and for substitute costs if any are incurred.

All teachers and other school personnel are encouraged to acquire, develop and maintain the knowledge and skills necessary to properly administer life-saving techniques, including without limitation the Heimlich maneuver and rescue breathing, in accordance with the standards of the American Red Cross, the American Heart Association, or another nationally recognized certifying organization. The staff development program may include training and instruction by non-governmental entities whose personnel have expertise in life-saving techniques, to instruct teachers and other school personnel in those techniques.

LEGAL REF.: Illinois School Code, Sec. 2-3.60 and 10-22.39 (105 ILCS 5/2-3.60 and 5/10-22.39).  
Illinois Critical Health Problems and Comprehensive Health Education Act, Sec. 3 (105 ILCS 110/3)

Adopted: July 1, 2004

## **Personnel**

### **General Personnel - Communicable and Chronic Infectious Disease**

The District 131 Board of Education recognizes that an employee with a communicable or chronic infectious disease is eligible for all rights, privileges, and services provided by law and the District's policies. The District will balance the individual's rights with the District's obligation to protect the health of all of its students and staff.

#### **1.0 Application**

- 1.1 This policy will apply to all adult school personnel known to be infected with a communicable or chronic infectious disease, as identified by the Illinois Public Health Department. This policy will not apply to parents, children, or siblings of an infected person unless they are also infected.
- 1.2 All determinations, notifications and actions undertaken by the District in connection with a potential or actual case of a chronic communicable or contagious disease will be in compliance with applicable State and federal laws and regulations.

#### **2.0 Identification**

- 2.1 Teachers and other staff personnel will inform the school nurse in confidence of signs of serious illness in all adult school personnel. When a chronic communicable disease is known or suspected in a staff member, the school nurse will immediately inform the Superintendent. The Superintendent will inform the Board at the earliest possible time.

#### **3.0 Evaluation and Employment Status of Adult School Personnel**

- 3.1 The Board recognizes that the management and control of a school environment free from communicable and chronic infectious disease requires the cooperation and effort of the school staff and community. In order to promote and ensure appropriate employee health standards, a Communicable and Chronic Infectious Disease Review Team will be appointed by the Superintendent, who will so advise the Board. Team members will include a physician advisor, a faculty member selected by the administration, the school nurse, the principal, the Superintendent, and the Associate Superintendents of Human Resources. The Board may designate one or more of its members to participate in such team review. The employee may be included in the team where appropriate. The Superintendent will be authorized to convene the Communicable and Chronic Infectious Disease Review Team.

An employee who has or is reasonably suspected of having a chronic communicable disease may be required to submit to a physical examination,

conducted by a physician selected by the District and provided at District expense. The failure of an employee to participate in a reasonable medical examination upon request will be considered an act of insubordination. The employee will be evaluated by the Communicable and Chronic Infectious Disease Review Team.

The responsibility of the Communicable and Chronic Infectious Disease Review Team will be determined by the Superintendent and may include the responsibility:

1. to review, on an individual basis, the medical history of the employee who has a communicable or chronic infectious disease;
2. to recommend to the Superintendent modifications to the employee's day or program, as necessary, to protect public health;
3. to recommend to the Superintendent that the employee will be retained in his/her present position;
4. to recommend to the Superintendent that the employee transfer to another position;
5. to recommend the possible temporary exclusion of the employee from his/her work assignment;
6. to recommend when the employee may return to his/her work assignment;
7. to recommend additional rules and/or procedures concerning hygiene designed to reduce or eliminate the risks of transmission of the infectious disease.

The Communicable and Chronic Infectious Disease Review Team will be guided by the policies of the Board, rules and regulations promulgated by the Illinois State Department of Public Health, and all other relevant State and federal laws and regulations. Also, the team will consult the employee's personal physician and public health authorities before taking any action or making any recommendations. In cases where there is a dispute between the personal physician and public health official, the Communicable and Chronic Infectious Disease Review Team will be guided by the advice of the public health officials.

In the exercise of its responsibilities, the Communicable and Chronic Infectious Disease Review Team will respect the privacy rights of each employee and

take any precautions that may be necessary to secure the employee's privacy. The employee's medical records will be held in strict confidence. The team's report and recommendations will be forwarded to the Superintendent and the Board.

- 3.2 Adult school personnel infected with a chronic communicable or contagious disease, including the HIV virus, may, depending upon the circumstances, be allowed to continue working. Such work may be possible when, after reasonable accommodations and without undue hardship, there exists no unreasonable risk of transmission of the disease to others (including consideration of the relevant factors referenced in paragraph 3.3 below), and the employee is able to continue to perform the essential functions of the position.
- 3.3 Giving due consideration to the Communicable and Chronic Infectious Disease Review Team's report and recommendations, a determination will be made by the Superintendent and/or the Board as to whether the employee remains qualified for employment notwithstanding the contagious disease. This decision will be premised upon applicable considerations, which would include: (1) how the disease is transmitted; (2) how long the carrier is infectious; (3) what potential harm exists to third parties; and (4) the probabilities the disease will be transmitted and/or cause varying degrees of harm.
- 3.4 Pending determination of the employee's continued employment status, an employee with a chronic communicable disease, or an employee who is reasonably suspected of having a chronic communicable disease, may be temporarily excluded from work for a period not to exceed ten (10) working days, or may be transferred to another position by the Superintendent or his/her designee. Any extension of an employee's temporary exclusion from work will be approved by the Communicable and Chronic Infectious Disease Review Team. During any period of temporary exclusion, the employee will be entitled to be paid at his/her regular rate.
- 3.5 The employee will be periodically reevaluated by the Communicable and Chronic Infectious Disease Review Team to determine whether the employee's placement continues to be appropriate. The frequency of the reevaluations will be determined by the team, but in no event will the employee be reevaluated less frequently than once per school year.
- 3.6 During the period of an employee's illness, the District, through the Superintendent or his/her designee, will offer emotional support to the employee. Also, an explanation of the employee's medical insurance benefits and sick leave benefits will be reviewed with the employee by the Superintendent or his/her designee.

**4.0    Awareness**

- 4.1    The District will promote public knowledge and awareness of chronic communicable and contagious diseases, including AIDS and the transmission of the HIV virus, in order to assist efforts to provide the best working conditions for infected staff members while minimizing the risk of transmission to others.
- 4.2    The Superintendent or his/her designee will be responsible for communicating and interpreting the District's communicable and chronic infectious disease policies and procedures to District personnel, parents, students, and community members.

**5.0    Confidentiality**

- 5.1    The number of school personnel who are aware of the infected person's condition will be limited to those needed to assure proper care and to detect situations where the potential for transmission may increase (i.e., bleeding injury). Such persons will be provided with appropriate information and made aware of the requirements of confidentiality (no disclosure). The infected person's privacy will be respected, and all records concerning the infected person will be confidential.

The existence of an HIV infection or chronic communicable disease will be reported to the U.S. Department of Public Health or such other public authorities as required by law.

**6.0    Administrative Procedures**

- 6.1    The Superintendent or his/her designee will be responsible for developing and implementing administrative procedures relating to this policy.

LEGAL REF.:        Family Educational Rights and Privacy Act (20 U.S.C., 1232 (g));  
                         Americans With Disabilities Act (42 U.S.C., 12101, *et seq.*);  
                         Illinois School Code, Sec. 24-5 (105 ILCS 5/24-5);  
                         Illinois Personnel Record Review Act (820 ILCS 40/0.01, *et seq.*);  
Illinois Department of Public Health Act, Sec. 6 (20 ILCS 2305/6);  
                         Federal Rehabilitation Act of 1973, Section 504; and  
                         Rules and Regulations for the Control of Communicable Diseases,  
                         issued by the Ill. Dept. of Public Health.

CROSS REF.:        500.01

Adopted:            July 1, 2004



**Administrative Procedures****Communicable and Chronic Infectious Disease**

1. When a teacher, principal or other staff member knows, or reasonably believes that an employee of the District, including him or herself, is or may be suffering from a serious infectious illness, he/she will immediately notify the school nurse of the name of the employee and the basis for that belief.
2. If the school nurse is advised or otherwise becomes aware that an employee is or may be infected with a communicable or chronic infectious disease covered by Board Policy 500.84, the school nurse will immediately inform the Superintendent.
3. If the Superintendent is advised or otherwise becomes aware that an employee is or may be infected with a communicable or chronic infectious disease covered by Board Policy 500.84, the Superintendent will immediately inform the Board.
4. The Superintendent or his/her designee will direct the school nurse to report the existence of any communicable or chronic infectious disease to the Illinois Department of Public Health, or other appropriate entity, as required by law.
5. The transmission of information under paragraphs 1 through 4 above will be made in strict confidence. No person having information concerning the existence of a communicable or chronic infectious disease in any employee will disclose such information, except in accordance with these regulations and Board Policy 500.84, or as otherwise approved by the Superintendent.
6. The Superintendent and the school nurse will communicate with the employee and the employee's medical team within the limits of specific releases of information.
7. In appropriate circumstances, the Superintendent will convene the Communicable and Chronic Infectious Disease Review Team within three (3) calendar days to evaluate the affected employee.
8. The team will meet at such dates, times and places as may be appropriate and will, within 10 days of its initial meeting or as soon thereafter as may be practical, submit a confidential report of the employee's physical condition to the Superintendent and the Board, with its recommendation concerning the continued employment status of the employee. The team also will determine the frequency (no less than once each school year) with which it will reevaluate the employee with respect to his/her health and job placement.

If the status of the infected employee changes, the school nurse will notify the Superintendent, who will reconvene the team.

9. As soon as reasonably possible after receiving such report, the Superintendent will consider the report and recommendation of the team and all other information which he/she considers relevant, and initially determine whether the employee remains qualified for employment and advise the Board of his or her recommendation. Among the factors to be considered in making such determination are the following:
  - (a) How the disease is transmitted;
  - (b) How long the carrier is infectious;
  - (c) What potential harm exists to third parties;
  - (d) The probabilities the disease will be transmitted and/or cause varying degrees of harm.
10. Pending final determination of the employee's continued employment status, the Superintendent may exclude an employee from work for up to ten (10) working days, with full pay, or transfer the employee to another more suitable position.
11. The Board and Superintendent will determine if public comment concerning the existence of a chronic or communicable disease or infection in a staff member is appropriate. But no personally identifying information concerning that employee will be disclosed, in the first instance, absent the employee's consent.
12. In appropriate circumstances, outside consultants may be called upon to educate and inform the Board, the District staff, and/or the members of the public concerning the particular disease or illness, its legal implications, or to promote public knowledge and awareness of a chronic communicable or contagious disease.
13. The team's report -- along with any medical or other pertinent reports -- will be kept in a secured area within the Human Resources file room.
14. The team will provide the school building with a report that provides only pertinent information, directions and guidelines -- after identifying who needs to receive it.
15. The Superintendent will maintain a list of employees who are infected. In the event a specific, "need to know" staff member changes (e.g., new nurse, new principal, employee transfers to a new building, etc.), the Superintendent will provide necessary and pertinent transitional information to the new staff member(s).

Adopted: July 1, 2004

## **Personnel**

### **General Personnel - Ethics**

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

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

1. Superintendent
2. Building principal
3. Head of any department
4. Any employee responsible for negotiating contracts, including collective bargaining agreements, in the amount of \$1,000 or more
5. Hearing officer
6. Any employee having supervisory authority for 20 or more employees
7. Any employee in a position that requires an administrative or a chief school business official endorsement

### **Political Activities**

District employees will not let their political activities interfere with their job responsibilities. Students will not be used in any manner for promoting a political candidate or issue.

### **Outside Employment and Conflict of Interest**

No District employee will have a direct or indirect interest in any contract, work, or business of the District, or in the sale, proceeds or profits of any book, apparatus or furniture used or to be used in any District school, except when the employee is the author or developer of instructional materials listed with the State Board of Education and adopted for use by the Board. An employee having an interest in instructional materials must file an annual statement with the Board Secretary as required by the Illinois School Code.

No employee will act as an agent of the District, nor will an employee act as an agent of any business in any transaction with the District, for the purpose of acquiring profit or personal gain.

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

LEGAL REF.: U.S. Constitution, First Amendment;  
Illinois Governmental Ethics Act, 5 ILCS 420/4A-101;  
Illinois Local Governmental Employees Political Rights Act, 50 ILCS 135/1 et seq.;  
Illinois School Code, Sec. 22-5 and 24-22 (105 ILCS 5/22-5 and 5/24-22); and  
Pickering v. Board of Township H.S. Dist. 205, 391 U.S. 563 (1968).

Adopted: July 1, 2004

**Personnel****General Personnel - Copyright For Publication or Sale of Instructional Materials and Computer Programs Developed By Employees**

The Board considers that District 131 has proprietary rights to publications, instructional materials, computer software or other devices prepared by District employees during the paid work day.

When original materials are developed by employees as part of their District employment, reproduction of such materials will contain the name and contribution of the employee.

**Instructional Materials**

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

Instructional materials and computer programs (including written, audio, visual materials and tapes, films, and works of art) are developed "within the scope" of an employee's employment when they are developed by him/her:

- a. specifically for use in District classes or programs;
- b. in whole or in part during hours of District employment (not including lunch periods or other similar break periods);
- c. under the District's supervision or control;
- d. as a direct result of the employee's duties with the District; or
- e. through the utilization of the District's resources or facilities.

Therefore, the District may have legal claim on all products created by its employees -- which in any way may be an outgrowth of their job responsibility. In order to minimize misunderstandings about the ownership of such products, the Superintendent will develop and implement procedures to be followed by all persons who are or might be developing commercially attractive products that are or might be construed to be associated with their normal job responsibility.

The following procedures will be followed by all employees who are or might be developing commercially attractive products:

1. A notice of intent to publish or manufacture will be filed with the person to whom the employee(s) is administratively responsible. In no case will notification be made any later than 20 business days prior to entering into a contract for publication with a publishing firm or with a manufacturer.
2. This administrator will then prepare a report containing the following information:
  - a. A description of the product;
  - b. The name of the person(s) involved in creating the product; and
  - c. The percentage of duty time, if any, of the person's normal job responsibility that was devoted to creating the product.
3. The report will be filed with the office of the Superintendent.

The Superintendent will thereupon appoint a committee of three persons having knowledge of the product, excluding those involved in creating it, to review the report and make a recommendation for action to the Superintendent. The Superintendent will decide to what extent, if any, the employee creating the product will share in its value. Prior to making his/her decision, the Superintendent will confer with the person(s), eligible to receive royalties to help assure a mutually satisfactory arrangement. The decision of the Superintendent will be final, subject only to appeal to the Board.

### Computer Programs

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

For purposes of this policy, the following terms will have the following meanings:

- a. "Computer" will mean an internally programmed, general purpose digital device capable of automatically accepting and processing data and supplying the results of the operation.

- b. "Computer program" will mean a series of coded instructions or statements in a form acceptable to a computer, which causes the computer to process data in order to achieve a certain result.
- c. "Proceeds" will mean the profits derived from the sale of instructional materials after deducting the expenses of developing and marketing these materials, which will be computed by the District. The proceeds of a computer program developed by more than one employee will be equitably distributed among such employees, in proportion to their participation in the program's development, and the District.

Employees are to understand that the District does not wish to discourage the production and development of original materials or writings. However, if such writings purport to represent District policy, then a clearance must be given by the Superintendent or by the Board

LEGAL REF.: Illinois School Code, Sec. 10-23.10 (105 ILCS 5/10-23.10); and 17 U.S.C. Sec. 101, et seq.

Adopted: July 1, 2004

**Personnel****General Personnel - Family and Medical Leave**

It is the policy of the Board of Education of Aurora East School District 131 to comply with the provisions of the federal Family and Medical Leave Act of 1993 (the "FMLA") and the regulations promulgated thereunder. Employees are to be able to participate in early childrearing of their children and to care for family members with serious health conditions or be absent from work due to their own serious illness without being forced to choose between such family obligations and their job security. Accordingly, all eligible District employees shall be entitled to a Family Medical leave, on a gender neutral basis, provided the leave is taken in accordance with the following provisions.

1. **Eligible Employee:** An employee who has been employed for at least twelve (12) months (the 12 months need not be consecutive) and who has worked at least 1,250 hours during the twelve (12) month period immediately preceding the start of the leave. Full-time teachers are deemed to meet the 1,250 hour requirement.
2. **Purpose of Leave:** Eligible employees shall be allowed Family Medical Leave for one of more of the following:
  - A. because of the birth of a child of the employee and in order to care for such child;
  - B. because a child has been placed with the employee for adoption for foster care;
  - C. in order to care for a family member (spouse, son, daughter or parent) of the employee who suffers from a serious health condition;
  - D. because of a serious health condition that makes the employee unable to perform the functions of his/her position; and
  - E. because of any qualifying exigency (as defined in regulations to be issued by the U.S. Department of Labor) arising out of the fact that the spouse, son, daughter or parent of the employee is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.



**3. Term of Leave:**

- A. In general: Eligible employees shall be entitled to a total of twelve (12) workweeks of unpaid leave during a twelve (12) month period. The 12-month period will be calculated on an individual basis, starting with the date on which the employee's FMLA leave commences. The 12-month period elapses one calendar year after the first day of the FMLA leave.
- B. Servicemember Family Leave: An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered servicemember (as defined in the Act) is entitled to a total of 26 workweeks of leave during a single 12-month period to care for the servicemember.
- C. Combined Leave Total: During the single 12-month period described in Paragraph 3(B), an eligible employee is entitled to a combined total of 26 workweeks of leave under Paragraph 2 and Paragraph 3(B).
- D. Entitlement to leave is subject to the following:
  - i. the employee must state a qualifying reason for the needed leave to allow the Board to determine whether the purpose for the leave is one allowed under the Act;
  - ii. the entitlement to leave because of the birth or placement of a child expires one (1) calendar year after the date of birth or placement;
  - iii. a husband and wife who are both employed by the Board and both eligible for leave, are only permitted to take a combined total of 12 weeks of leave during any twelve (12) month period if the leave is taken because of the birth or placement of a son or daughter;
  - iv. a husband and wife who are both employed by the Board and both eligible for leave, are only permitted to take a combined total of 26 weeks of leave during the single 12-month period described in Paragraph 3(B) if the leave is taken under Paragraph 3(B) or is a combination of leave under Paragraph 2 and Paragraph 3(B);

- v. leave may be taken on an intermittent basis (in separate blocks of time due to a single illness or injury) or reduced schedule (reducing the usual number of hours per week or per day): (1) if medically necessary when the purpose of the leave is to care for a seriously ill family member or a covered servicemember or because of the employee's own serious health condition; (2) if approved by the Board when the purpose of the leave is the birth or placement of a child for adoption or foster care; or (3) subject to applicable notice and certification requirements, whenever the leave is taken under Paragraph 2(E); and
  - vi. if the employee requests paid accrued leave and the Board determines the purpose for the leave is one applicable under this policy, the Board may notify the employee that the paid leave must be utilized prior to any unpaid leave and will be counted against the employee's twelve (12) weeks of leave (or 26 weeks of leave, as applicable) granted under this policy. This notice shall be made before the leave begins or before a leave extension is granted, unless the Board does not have sufficient information to determine the reason for the leave until after the leave has begun.
- 4. **Notice Requirements:** When the leave is foreseeable, (i.e., based upon an expected birth or placement for adoption or foster care, or planned medical treatment for the employee or the employee's seriously ill family member), the employee is required to notify the Superintendent or designee not less than 30 days before the date the leave is to begin of the intention to take leave pursuant to this policy. If the circumstances (i.e., date of birth or planned treatment) require the leave to begin in less than 30 days, the employee shall notify the Superintendent or designee as soon as practicable. The employee shall make a reasonable effort to schedule the planned treatment so as not to unduly disrupt operations, subject to the approval of the health care provider involved in administering the treatment. The Board may deny an employee's leave request until at least 30 days after the date the employee provides notice of the intention to take leave for unreasonable failure to provide timely advance notice for foreseeable leaves.
- 5. **Substitution of Paid Leave:** Employees entitled to twelve (12) workweeks (or 26 workweeks, as applicable) within a twelve (12) month period shall also be entitled to the additional weeks of leave on an unpaid basis necessary to attain the total of twelve (12) workweeks of leave (or 26 workweeks of leave, as applicable) granted under this policy. An eligible employee may elect, or the Board may require the employee to substitute accrued paid leave for all or any part of the unpaid twelve (12) weeks of leave granted pursuant to this policy under the following circumstances:

- A. accrued paid vacation or personal leave may be substituted for leave for any purpose granted under this policy; or
- B. accrued paid sick leave may be substituted if the leave is taken in order to care for a seriously ill family member or because of the employee's own serious health condition.

For employees entitled to 26 workweeks of leave pursuant to Paragraph 3(B), an eligible employee may elect, or the Board may require the employee, to substitute accrued paid vacation leave, personal leave, or sick leave for all or any part of the unpaid leave.

6. **Medical Certification:** The Board may require requests seeking leave to care for a seriously ill family member (or next of kin, if applicable) or because of the employee's own serious health condition be supported by medical certification from the family member's or the employee's health care provider. For foreseeable leaves the certification shall be provided to the Superintendent or designee within fifteen (15) calendar days from the date the Board requests such certification or as soon thereafter as practicable. For unforeseeable leaves, the employee is required to provide certification as soon as is practicable, under the particular circumstances, after the date the Board requests such certification. The certification shall contain the following:

- A. the date the serious health condition began;
- B. the health care provider's best medical judgment concerning the probable duration of the condition;
- C. a diagnosis of the condition and a brief statement of the prescribed treatment regimen, including whether inpatient hospitalization is required;
- D. if the purpose of the leave is to care for a seriously ill family member, a statement that the employee is needed to care for the family member including an estimate of the amount of time the employee will be needed;
- E. if the purpose of the leave is because of the employee's own serious health condition, a statement that the employee is unable to perform the functions of their position;
- F. in the case where intermittent or reduced schedule leave is requested for planned medical treatment, a statement of the dates and duration of such treatment; or

- G. in the case where intermittent or reduced schedule leave is requested to care for a seriously ill family member or because of the employee's serious health condition, a statement that the intermittent or reduced leave schedule is medically necessary, as to the seriously ill employee, or necessary for the care of the family member, including the expected duration of its necessity.

In cases where the Board has reason to doubt the validity of a medical certification it may require the employee to obtain a second opinion, at Board expense. The Board shall select the health care provider to supply the second opinion. In cases where the medical opinions in the first and second certifications conflict, the Board may require the employee to obtain a third certification, at Board expense. The third health care provider shall be jointly selected by the Board and the employee and their certification shall be final and binding upon both the Board and the employee.

The Board reserves the right to request certification at a later date in cases where it does not initially request medical certification to support the leave request but it later has reason to question the appropriateness or duration of the leave. The Board may deny a leave request, for foreseeable leaves, or deny continuation of leave, for unforeseeable leaves, until the employee provides the required certification.

- 7. **Medical Recertification:** The Board may request recertification at reasonable intervals, but not more often than once every thirty (30) days. The Board may request recertification, regardless of the length of time since the last request, for the following:
  - A. when the employee requests a leave extension;
  - B. when the circumstances described by the original certification change significantly (i.e., the nature or duration of the illness changes significantly); and
  - C. when the Board receives information that casts doubt upon the continuing validity of the original certification.
- 8. **Certification Related to Active Duty or Call to Active Duty:** If permitted in regulations to be issued by the U.S. Department of Labor, a request for leave under Paragraph 2(E) must be supported by a certification issued in accordance with the regulations.

9. **Maintenance of Health Benefits:** The Board shall maintain the employee's group health plan coverage for the duration of leave taken pursuant to this policy on the same basis, at the same level and under the same conditions coverage would have been provided had the employee not taken the leave. The Board and the employee shall continue to pay their respective applicable shares of the health care premiums during the duration of the leave as if the leave had not been taken. The Board may recover its share of any premium payments for any periods of unpaid leave from the employee if the employee fails to return to work after their leave entitlement has been exhausted (except in certain situations identified in the Act and/or applicable regulations). The Board also may recover any portion of the premium it paid which the employee was obligated to pay.

If the employee substitutes paid leave for unpaid leave under this policy, their share of the health care premiums shall be paid by the method the Board normally utilizes during any employee's paid leave. If the leave is unpaid, the employee shall pay their share of the premium on the first (1st) of each month.

10. **Return to Employment:** At the end of the leave period taken pursuant to this policy, the employee shall be returned to the position held immediately prior to taking the leave, except for key employees under the circumstances set forth below. If that position is unavailable, the Board shall return the employee to an available position the employee is qualified to hold with equivalent pay and benefits and other terms and conditions of employment. The right to reinstatement ceases and the employment relationship between the employee and the Board will be deemed terminated if the employee unequivocally informs the Board of their intent not to return to their employment at the end of the leave period.

For key employees (a salaried FMLA eligible employee who is among the highest paid 10% of all the employees [salaried and unsalaried; eligible and ineligible employed by the Board within 75 miles of that employee's work site) the Board may deny reinstatement under the following circumstances:

- A. the employee has been notified, in writing, either when leave is requested or when leave begins that they qualify as a key employee and as such the possibility exists that they will not be reinstated at the end of the leave;
- B. the Board determines the denial is necessary to prevent substantial

and grievous economic injury to the District's operations;

- C. the Board notifies the key employee of its intent not to reinstate the employee on this basis; and
- D. in cases where the key employee begins the leave and elects not to return to employment after receiving notice from the Board of its intent not to reinstate the employee.

The Board may require the employee to submit medical certification from their health care provider that the employee is now able to resume work if the basis for the leave was the employee's own serious health condition that made the employee unable to perform the functions of their job. The Board may deny the employee's return to work until the certification is submitted.

11. **Special Rules for Instructional Employees:** The following rules apply to employees who meet the eligibility requirements in section 1 of this policy and whose principal function is teaching and instructing in a class, small group or individual setting, including, athletic coaches, driving instructors and special education assistants (signers for the hearing impaired).

- A. **Intermittent or reduced schedule leave:** For eligible instructional employees who request leave under Paragraph 3(B) or leave to care for a seriously ill family member or because of their own serious health condition which is foreseeable, based upon planned medical treatment, and who will be on leave for more than 20% of that employee's total number of working days during the entire period of the requested leave, the Board may require the employee to:

- (1) take leave for a period or periods of a particular duration no longer than the duration of the planned treatment: or
- (2) temporarily transfer to an available alternative position the employee is qualified to hold with equivalent pay and benefits which better accommodates recurring periods of leave than their regular position.

- B. **Leave near the end of the school term:** The following rules apply to instructional employees who request leaves near the end of the school term.

- (1) If the employee requests leave which is to begin more than five (5) weeks before the end of the school term, the Board may require the employee to continue taking leave until the end of the school term if:
    - (a) the leave is at least three (3) weeks long; and
    - (b) the return to employment will occur during the three (3) week period before the end of the school term.
  - (2) If the employee requests leave under Paragraph 2(A), (B) or (C), or under Paragraph 3(B), and the leave is to begin during the five (5) week period before the end of the school term the Board may require the employee to continue taking leave until the end of school term if:
    - (a) the leave is longer than two (2) weeks; and
    - (b) the return to employment will occur during the two (2) week period before the end of the school term.
  - (3) If the employee requests leave under Paragraph 2(A), (B) or (C), or under Paragraph 3(B), and the leave is to begin during the three (3) week period before the end of the school term, the Board may require the employee to continue taking leave until the end of the school term if the leave is longer than five (5) working days.
- D. **Return to Employment:** Established School Board policies and practices and existing collective bargaining agreements shall be used as the basis for determining how instructional employees will be returned to employment at the end of an FMLA leave period. The employee will be returned to the same or an equivalent position the employee is qualified to hold with equivalent pay, benefits and other terms and conditions of employment; subject to any additional provisions in any applicable Board policy or collective bargaining agreement which are not inconsistent with the FMLA.

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

Adopted: April 21, 2008

**Personnel****General Personnel - Unemployment Benefits for District Employees**

All District employees will be ineligible for unemployment benefits during the period between two successive school years or terms, if the individual works in the first of such school years or terms and there is a reasonable assurance that the individual will perform such service in the second school year or term.

Also, all District employees will be ineligible for unemployment benefits during an established and customary vacation period or holiday recess, if the individual works in the period immediately before such vacation period or holiday recess and there is a reasonable assurance that the individual will work during the period immediately following that vacation period or holiday recess.

LEGAL REF.: Illinois Unemployment Insurance Act, Sec. 612 (820 ILCS 405/612).

Adopted: July 1, 2004



**Personnel****General Personnel - Volunteers**

Volunteer non-certificated personnel may be utilized for non-teaching duties not requiring instructional judgment or evaluation of students; and for supervising study halls, detention/discipline areas, and school-sponsored extracurricular activities. Such personnel also may be used for supervising long-distance teaching reception areas used in conjunction with instructional programs transmitted by electronic media such as computers, video, and audio.

In addition, volunteer non-certificated personnel may be used to assist in the instruction of students under the immediate supervision of a teacher who holds a valid certificate and is directly engaged in teaching subject matter or conducting activities. However, that teacher must be continuously aware of the non-certificated person's activities and be able to control or modify them.

Volunteer non-certificated personnel, of good character, also may serve as supervisors, chaperons, or sponsors for school activities not connected with the academic program of the schools.

Volunteer non-certificated personnel will not initiate instruction nor be assigned to any class period when an assigned teacher with a valid certificate is not present.

LEGAL REF.: Illinois School Code, Sec. 10-22.34 and 10-22.34a (105 ILCS 5/10-22.34 and 5/10-22.34a).

Adopted: July 1, 2004

**Personnel****General Personnel - Relations With Vendors**

No District employee will have any pecuniary interest in the sale, proceeds or profits of any purchase, including any book, apparatus or furniture, used or to be used in the District, except when the interest of a teacher is based upon authorship or development of instructional materials listed with the State Board of Education in compliance with the provisions of Article 28 of the School Code and adopted for use by the Board of Education subject to Section 10-20.8 of the School Code. Any teacher having such an interest in instructional materials will file an annual statement certifying such with the Secretary of the Board.

LEGAL REF.: Illinois School Code, Sec. 10-23.10 and 22-5 (105 ILCS 5/10-23.10 and 5/22-5).

Adopted: July 1, 2004

**Personnel****General Personnel - Bloodborne Pathogens**

Aurora East School District No. 131 is committed to providing a safe and healthful work environment for our entire staff. In pursuit of this endeavor, the following Exposure Control Plan (ECP) is provided to eliminate or minimize occupational exposure to bloodborne pathogens in accordance with the OSHA Bloodborne Pathogens Standard, Title 29 Code of Federal Regulations 1910.1030, and 56 Ill. Adm. Code 350.

The ECP is a key document to assist our school district in implementing and ensuring compliance with the standard, thereby protecting our employees. This ECP includes:

- X Determination of employee exposure
- X Implementation of various methods of exposure control, including:
  - Universal precautions
  - Engineering and work practice controls
  - Personal protective equipment
  - Housekeeping
- X Hepatitis B vaccination
- X Post-exposure evaluation and follow-up
- X Communication of hazards to employees and training
- X Recordkeeping
- X Procedures for evaluating circumstances surrounding an exposure incident

The methods of implementation of these elements of the standard are discussed in the ECP.

LEGAL REF.: OSHA Bloodborne Pathogens Standards (Title 29 CFR 1910.1030);  
56 Ill. Admin. Code Sec. 350.

Adopted: July 1, 2004

**Bloodborne Pathogens**  
**Exposure Control Plan (ECP)**

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## **INTRODUCTION**

Acquired Immunodeficiency Syndrome (AIDS) and Hepatitis B warrant serious concerns for workers occupationally exposed to blood and certain other body fluids that contain bloodborne pathogens. It is estimated that more than 5.6 million workers in health care and public safety occupations could be potentially exposed. In recognition of these potential hazards, the Occupational Safety and Health Administration (OSHA) has implemented a regulation [Bloodborne Pathogens, 29 Code of Federal Regulations (CFR) 1910.1030] to help protect workers from these health hazards. Since OSHA does not have jurisdiction over local governmental employers, the Illinois Department of Labor (IDOL) has proposed the adoption of OSHA's Bloodborne Pathogen Regulation by reference and in its entirety to ensure that public sector workers are provided with the same level of health and safety protection that is offered to private sector workers within Illinois. The regulation appears at 56 Ill. Admin. Code 350.

The major intent of this regulation is to prevent the transmission of bloodborne diseases within potentially exposed workplace occupations. The Standard is expected to reduce and prevent employee exposure to the Human Immunodeficiency Virus (HIV), Hepatitis B Virus (HBV) and other bloodborne diseases. OSHA estimates the Standard could prevent more than 200 deaths and about 9,000 infections per year from HIV alone. The Standard requires that employers follow universal precautions, which means that all blood or other potentially infectious material must be treated as being infectious for HIV and HBV. Each employer must determine the application of universal precautions by performing an employee exposure evaluation. If employee exposure is recognized, as defined by the Standard, then the Standard mandates a number of requirements. One of the major requirements is the development of an Exposure Control Plan which mandates engineering controls, work practices, personal protective equipment, HBV vaccinations and training. The Standard also mandates practices and procedures for housekeeping, medical evaluations, hazard communication, and recordkeeping.

## **PROGRAM ADMINISTRATION**

- X     The Assistant Superintendent for Personnel is responsible for the implementation of the ECP. The Assistant Superintendent for Personnel will maintain, review, and update the written ECP at least annually, and whenever necessary to include new or modified tasks and procedures.
- X     Those employees who are determined to have occupational exposure to blood or other potentially infectious materials (OPIM) must comply with the procedures and work practices outlined in this ECP.
- X     The Director of Building Maintenance & Operations will have the responsibility for written housekeeping protocols and will ensure that effective disinfectants are purchased.

- X The Director of Building Maintenance & Operations will maintain and provide all necessary personal protective equipment (PPE), engineering controls (i.e., sharps containers), labels, and red bags as required by the Standard.
- X The Director of Building Maintenance & Operations will ensure that adequate supplies of the aforementioned equipment are available in the appropriate sizes.
- X The Assistant Superintendent for Personnel will be responsible for ensuring that all medical actions required are performed and that appropriate medical records are maintained.
- X The Assistant Superintendent for Personnel will be responsible for training, documentation of training, and making the written ECP available to employees, and IDOL representatives.

### **EMPLOYEE EXPOSURE DETERMINATION**

- A As part of the exposure determination section of our ECP, the following is a list of all job classifications within our school district in which **all** employees have occupational exposure:

Nurses  
Nurses Assistants  
Elementary Secretaries  
Elementary Clerical Assistants  
Physically Handicapped Teachers  
Physically Handicapped Assistants  
High School Trainer

- B. The following is a list of job classifications in which **some** employees within our school district have occupational exposure:

Elementary Building Principals  
Middle School Building Principals  
High School Building Principal  
Middle School & High School Coaches of "Contact" Sports  
Teachers  
Teacher's Assistants  
Building Engineers  
Custodians

**Note:** "Good Samaritan" acts which result in exposure to blood or other potentially infectious materials from assisting a fellow employee, students, (**i.e.**, assisting a co-worker with nosebleed, giving CPR or first aid) are not included in the Bloodborne Standard.

However, in such a case, the employer shall offer Post-Exposure Evaluation and Follow-up.

## **METHODS OF IMPLEMENTATION AND CONTROL**

### **1.0 Universal Precautions**

- 1.1 As of August, 1993, all employees will utilize Universal Precautions. Universal Precautions is an infection control method which requires employees to assume that all human blood and specified human body fluids are infectious for HIV, HBV and other bloodborne pathogens (see Appendix A for definition of Bloodborne Pathogen) and must be treated accordingly.

### **2.0 Exposure Control Plan (ECP)**

- 2.1 Employees covered by the Bloodborne Pathogens Standard will receive an explanation of this ECP during their initial training session. It will also be reviewed in their annual refresher training. All employees will have an opportunity to review this Plan at any reasonable time during their work shifts by contacting the Assistant Superintendent for Personnel. Employees seeking copies of the Plan may contact the Assistant Superintendent for Personnel. A copy of the Plan will be made available free of charge and within 15 days of the request.
- 2.2 The Assistant Superintendent for Personnel will also be responsible for reviewing and updating the ECP annually or sooner, if necessary, to reflect any new or modified tasks and procedures which affect occupational exposure and to reflect new or revised employee positions with occupational exposure.

### **3.0 Engineering Controls and Work Practices**

- 3.1 Engineering controls and work practice controls will be used to prevent or minimize exposure to bloodborne pathogens. The specific engineering controls and work practice controls we will use and where they will be used are listed below:
1. Readily accessible hand washing facilities.
  2. Antiseptic towelettes or antiseptic hand rinse provided when hand washing facilities not readily accessible. i.e. during sporting events.
  3. Contaminated needles and other contaminated sharps will not be bent, recapped, removed, sheared or purposely broken. After use they will be placed immediately in sharps container that is puncture resistant, labeled with biohazard label and is leak proof. The sharps container is located in the health office.
  4. In work areas where there is a reasonable likelihood of exposure to blood or other potentially infectious materials, employees are not to eat, drink, apply cosmetics or lip balm, smoke or handle contact lenses. Food and beverages



are not to be kept in refrigerators, freezers, shelves, cabinets, or on counter tops or bench tops where blood or other potentially infectious materials are present.

5. All personal protective equipment used at this facility will be provided without cost to employees. Gloves shall be available from: health office; trainer; athletic office; science office. Disposable gloves used at this facility are not to be washed or decontaminated for reuse and are to be replaced as soon as practical when they become contaminated or as soon as feasible if they are torn, punctured, or when their ability to function as a barrier is compromised. Utility gloves may be decontaminated for reuse provided that the integrity of the glove is not compromised. Utility gloves will be discarded if they are cracked, peeling, torn, punctured, or exhibit other signs of deterioration or when their ability to function as a barrier is compromised.
6. This facility will be cleaned and decontaminated according to the following schedule:

Daily

sinks and faucet handles  
toilet seats and bowls  
table tops used for eating  
wrestling, weight room and gymnastic mats  
treatment tables in health office and training room

Weekly

soap dispensers  
walls above sinks

Decontamination will be accomplished by utilizing the following materials:

- a. Bleach solution (1 tsp. Bleach to 16 oz. water) health office
  - b. EPA registered germicide - all other areas
7. Any broken glassware **will not be picked up directly with the hands**. It will be picked up with a broom and dust pan.
  8. Disposable protective clothing will be used as necessary and appropriate.

4.0 Personal Protective Equipment (PPE)

- 4.1 Personal protective equipment must also be used if occupational exposure remains after instituting engineering and work practice controls, or if controls are not feasible. Training will be provided in the use of the appropriate personal protective equipment for employees' specific job classifications and tasks/procedures they will

perform.

Additional training will be provided, whenever necessary, such as if an employee takes a new position or if new duties are added to their current position.

PPE items include:

- X gloves
- X gowns
- X laboratory coats
- X face shields
- X masks
- X eye protection (splash-proof goggles, safety glasses with side shields)
- X resuscitation bags and mouthpieces

**Note:** First Aid kits having impervious gloves, resuscitation bags or mouthpieces, eye protection, aprons, disinfectant towelettes for hand washing, and red bags or biohazard-labeled bags will be easily accessible to first aid responders.

4.2 As a general rule, all employees using PPE must observe the following precautions:

- X Wash hands immediately or as soon as feasible after removal of gloves or other personal protective equipment.
- X Remove protective equipment before leaving the work area and after a garment becomes contaminated.
- X Place used protective equipment in appropriately designated areas or containers when being stored, washed, decontaminated, or discarded.
- X Wear appropriate gloves when it can be reasonably anticipated that you may have contact with blood or other potentially infectious materials and when handling or touching contaminated items or surfaces. Replace gloves if torn, punctured, contaminated, or if their ability to function as a barrier is compromised.
- X Following any contact of body areas with blood or any other infectious materials, you must wash your hands and any other exposed skin with soap and water as soon as possible. Employees must also flush exposed mucous membranes (eyes, mouth, etc.) with water.
- X Utility gloves may be decontaminated for reuse if their integrity is not compromised. The decontamination procedure will consist of soaking/rinsing in chlorine solution.
- X Discard utility gloves when they show signs of cracking, peeling, tearing, puncturing, or deterioration.
- X Never wash or decontaminate disposable gloves for reuse or before disposal.
- X Wear appropriate face and eye protection such as a mask with glasses with solid side shields or a chin-length face shield when splashes, sprays,

spatters, or droplets of blood or other potentially infectious materials pose a hazard to the eyes, nose or mouth.

- X If a garment is penetrated by blood and other potentially infectious materials, the garment(s) must be removed immediately or as soon as feasible. If a garment becomes minimally contaminated, employees should be trained to remove it in such a way as to avoid contact with the enter surface; e.g., rolling up the garment as it is pulled toward the head for removal. However, if the amount of blood exposure is such that the blood penetrates the garment and contaminates the inner surface, not only is it impossible to remove the scrub without exposure to blood, but the penetration itself would constitute exposure it may be prudent to train employees to cut such a contaminated scrub to aid removal and prevent exposure to the face.
- X Repair and/or replacement of PPE will be at no cost to employees.

## 5.0 Housekeeping

5.1 The Director of Building Maintenance & Operations has developed and implemented a written schedule for cleaning and decontaminating work surfaces as indicated by the Standard.

- X Decontaminate work surfaces with an appropriate disinfectant when overtly contaminated, after any spill of blood or other potentially infectious materials, and at the end of the work shift when surfaces have become contaminated since last cleaning.
- X Remove and replace protective coverings such as plastic wrap and aluminum foil when contaminated.
- X Inspect and decontaminate, on a regular basis. reusable receptacles such as bins, pails, and cans that have a likelihood for becoming contaminated. When contamination is visible, clean and decontaminate receptacles immediately, or as soon as feasible.
- X Always use mechanical means such as tongs, forceps, or a brush and a dust pan to pick up contaminated broken glassware; never pick up with hands, even if gloves are worn.
- X Place regulated waste in closable and labeled or color-coded containers. When storing, handling, transporting or shipping, place other regulated waste in containers that are constructed to prevent leakage.
- X When discarding contaminated sharps, place them in containers that are closable, puncture-resistant, appropriately labeled or color-coded, and leak-proof on the sides and bottom.
- X Ensure that sharps containers are easily accessible to personnel and located as close as feasible to the immediate area when sharps are used or can be reasonably anticipated to be found. Sharps containers also must be kept upright throughout use, replaced routinely, closed when moved, and not allowed to overfill.
- X Never manually open, empty, or clean reusable contaminates sharps

disposal containers.

- X Discard all regulated waste according to federal, state, and local regulations, i.e., liquid or semi-liquid blood or other potentially infectious material; items contaminated with blood or other potentially infectious materials that would release these substances in a liquid or semi-liquid state if compressed; items caked with dried blood or other potentially infectious materials and capable of releasing these materials during handling; contaminated sharps; and pathological and microbiological wastes containing blood or other potentially infectious materials.

## 6.0 Labeling

6.1 The following labeling method(s) will be used at our facility.

- X Hazardous Materials Tags

Building Custodians will ensure warning labels are affixed or red bags are used as required. Employees are to notify the Director of Building Maintenance & Operations if they discover unlabeled regulated waste containers.

## **HEPATITIS B VACCINATION**

The Assistant Superintendent for Personnel will provide information on Hepatitis B vaccination, addressing its safety, benefits, efficacy, methods of administration and availability.

The Hepatitis B vaccination series will be made available at no cost within 10 days of initial assignment to employees who have occupational exposure to blood or other potentially infectious materials unless:

- X the employee has previously received the series
- X antibody testing reveals that the employee is immune
- X medical reasons prevent taking the vaccination; or
- X the employee chooses not to participate

**All employees with occupational exposure are strongly encouraged to receive the Hepatitis B vaccination series.** However, if an employee chooses to decline HB vaccination, then the employee must sign a statement to this effect.

Employees who decline may request and obtain the vaccination at a later date at no cost.

Documentation of refusal of the HB vaccination (see Appendix C1) will be kept in a separate medical file for each employee with occupational exposure. This file must be kept separate and apart from the employee's personnel record.

## **POST-EXPOSURE EVALUATION AND FOLLOW-UP**

Should an exposure incident occur, contact the Building Secretary and the District Insurance Secretary immediately. Each exposure must be documented by the employee on an "Exposure Report Form" (see Appendix D). The Building Secretary will add any information as needed.

An immediately available confidential medical evaluation and follow-up will be conducted by the individual's Health Care Provider. The following activities will be performed:

- X Document the routes of exposure and how the exposure occurred.
- X Identify and document the source individual (see Appendix E), unless the District can establish that identification is infeasible or prohibited by State or local law (see Note #1).
- X If possible, obtain consent (see Note #2) and test the source individual's blood as soon as possible to determine HIV, HCV and HBV infectivity and document the source's blood test results.
- X If the source individual is known to be infected with either HIV, HCV or HBV, testing need not be repeated to determine the known infectivity.
- X Provide the exposed employee with the source individual's test results and information about applicable disclosure laws and information about applicable disclosure laws and regulations concerning the source identity and infectious status.
- X- After obtaining consent, collect exposed employee's blood as soon as feasible after the exposure incident and test blood for HBV and HIV serological status.
- X≡ If the employee does not give consent for HIV serological testing during the collection of blood for baseline testing, preserve the baseline blood sample for at least 90 days. (see Note #3).
- X The employee will be offered post-exposure prophylaxis in accordance with the current recommendations of the U.S. Public Health Service.
- X The employee will be given appropriate counseling concerning precautions to take during the period after the exposure incident. The employee will also be given information on what potential illnesses to be alert for and to report any related experiences to appropriate personnel.
- X All medical records shall be kept for 30 years.

- X The following person(s) have been designated to assure that the policy outlined here is effectively carried out, as well as, to maintain records related to this policy as designated by the Superintendent:

Assistant Superintendent for Personnel  
Insurance Secretary  
Director of Building Maintenance & Operations

The Assistant Superintendent for Personnel will review the circumstances of the exposure incident to determine if procedures, protocols and/or training need to be revised.

**Notes:**

- Note #1 Illinois law requires that information about AIDS and HIV to be kept confidential. This law requires that anyone receiving an HIV test **must** sign a consent form first. The law strictly limits disclosure of HIV-related information. When disclosure of HIV-related information is authorized by a signed release, the person who has been given the information **must** keep it confidential. Re-disclosure may occur with another authorized signed release.
- Note #2 If consent is not obtained, the employer must show that legally required consent could not be obtained. Where consent is not required by law, the source individual's blood, if available, should be tested and the results documented.
- Note #3 If during this time, the exposed employee elects to have the baseline sample tested, testing shall be done as soon as feasible.
- Note #4 Appendixes D, E, and F are optional forms which have been provided to assist the District with gathering information that is required by the Standard. If a District chooses not to use these forms, this information must still be provided and recorded in accordance with the Standard.
- Note #5 Following an exposure incident, prompt medical evaluation and prophylaxis is imperative. Timeliness is, therefore, an important factor in effective medical treatment.

**ADMINISTRATION OF POST-EXPOSURE EVALUATION AND FOLLOW-UP**

The Insurance Secretary and/or Building Secretary will ensure that health care professionals responsible for employees' HB vaccination and post-exposure evaluation and follow-up be given a copy of the OSHA Bloodborne Standard.

The Insurance Secretary and/or Building Secretary will also ensure that the health care professional evaluating an employee after an exposure incident receives the following:

- X A description of the employee's job duties relevant to the exposure incident.
- X Route(s) of exposure.
- X Circumstances of exposure.
- X If possible, results of the source individual's blood test; and relevant employee medical records, including vaccination status.

The Insurance Secretary will provide the employee with a copy of the evaluating health care professional's written opinion within 15 days after completion of the evaluation.

For HB vaccinations, the health care professional's written opinion will be limited to whether the employee requires or has received the HB vaccination.

The written opinion for post-exposure evaluation and follow-up will be limited to whether or not the employee has been informed of the results of the medical evaluation and any medical conditions which may require further evaluation and treatment.

All other diagnoses must remain confidential and not be included in the written report to the School District.

## **EMPLOYEE TRAINING**

All employees who have or are reasonably anticipated to have occupational exposure to bloodborne pathogens will receive training conducted by appropriate Administrative Personnel (i.e. Assistant Superintendent for Personnel, Director of Buildings & Grounds, and Building Principals).

Appropriate Administrative Personnel will provide training on the epidemiology of bloodborne pathogen diseases.

Appropriate handouts will be used to inform employees of the epidemiology, symptoms, and transmission of bloodborne diseases. In addition, the training program will cover, at a minimum, the following elements:

- X A copy and explanation of the Standard
- X Epidemiology and symptoms of bloodborne pathogens
- X Modes of transmission
- X Our Exposure Control Plan (ECP) and how to obtain a copy
- X Methods to recognize exposure tasks and other activities that may involve exposure to blood
- X Use and limitations of Engineering Controls, Work Practices, and PPE
- X PPE - types, use, location, removal, handling, decontamination, and disposal

- X PPE - the basis for selection
- X Hepatitis B Vaccine - offered free of charge. Training will be given prior to vaccination on its safety, effectiveness, benefits, and method of administration (See Appendix C)
- X Emergency procedures - for blood and other potentially infectious materials
- X Exposure incident procedures
- X Post-exposure evaluation and follow-up
- X Signs and labels - and/or color coding
- X Question and answer session

## **RECORDKEEPING**

### **Training Records**

An Employee Education and Training Record (see Appendix B) will be completed for each employee upon completion of training. This document will be kept with the employee's records at the School Service Center.  
The training record shall include:

- X The dates of the training sessions.
- X The contents or a summary of the training sessions.
- X The names and qualifications of persons conducting the training.
- X The names and job titles of all persons attending the training sessions.

Training records will be maintained for a minimum of three (3) years from the date on which the training occurred. Employee training records will be provided upon request to the employee or the employee's authorized representative within 15 working days.

### **Medical Records**

Medical records are maintained for each employee with occupational exposure in accordance with 29 CFR 1910.1020 and 56 Ill. Admin. Code 350.

The Insurance Secretary is responsible for maintenance of the required medical records and they are kept at the School Service Center.

In addition to the requirements of 29 CFR 1910.20 and 56 Ill. Admin. Code 350, the medical record will include:

- X The name and social security number of the employee.
- X A copy of the employee's Hepatitis B vaccinations and any medical records relative to the employee's ability to receive vaccination.



- X A copy of all results of examinations, medical testing, and follow-up procedures as required by the Standard.
- X A copy of all health care professional's written opinion(s) as required by the Standard.

All employee medical records will be kept confidential and will not be disclosed or reported without the employee's express written consent to any person within or outside the workplace except as required by the Standard or as may be required by law. Employee medical records shall be maintained for at least the duration of employment in accordance with 29 CFR 1910.1020 and 56 Ill. Admin. Code 350.

Employee medical records shall be provided upon request of the employee or to anyone having written consent of the employee within 15 working days.

ADOPTED: September 10, 2002

**Personnel****General Personnel - Worker's Compensation/Sick Leave**

All employees shall be protected against accident on duty through a Workmen's Compensation Insurance Policy written in accordance with the Illinois Revised Statutes covering the protection of employees. The final annual premium shall be determined through an audit of payrolls for the fiscal year.

Any full-time certificated or non-certificated staff member who suffers a job-related illness or injury that results in temporary total disability under applicable Worker's Compensation statutes, may use accumulated sick leave days during the period he/she is absent from work, according to the following provisions:

- (a) For each day the staff member is unable to work, but receives no total temporary disability compensation, he/she may use a full sick leave day;
- (b) For each day the staff member is unable to work, and receives total temporary disability compensation, he/she may use one-third (1/3) of a sick leave day, providing that such fractional sick leave days must be taken in groups of three (3) so that the amount of sick leave available to staff members is always calculable in full-day increments;
- (c) Staff members may not use a full sick leave day if temporary total disability is paid, because no more than 100% of regular compensation will be paid.

The provisions of this policy will apply only in those instances involving an illness or injury covered by applicable Worker's Compensation statutes.

This policy will be interpreted in accordance with the terms and conditions of any applicable collective bargaining agreement.

Adopted: July 1, 2004

**Personnel****General Personnel - Grievances, Complaints and Communications**

Grievances, complaints and communications from employees may be brought before the Board only after they have been taken up with the Superintendent and his/her decision on the matter has been rendered. At that time, any employee may appeal a decision made by the Superintendent to the Board.

Questions or problems concerning professional or business matters should be taken up first with the individual's immediate superiors, and then, if necessary, with the Superintendent, and then, if necessary, with the Board. Copies of all communications to the Board from teachers, or other school employees concerning such matters are to be simultaneously transmitted to the Superintendent and other involved parties.

Matters concerning sex discrimination, involving either employees or students, and as treated by law in Title IX of the Education Amendment of 1972, will be taken up first with a Complaint Manager for the Uniform Grievance Policy and/or the District Title IX coordinator, who will assist the complainant in resolving the matter through the channels and procedures above described.

When any alleged act or condition of discrimination, as described in said Title IX, occurs with respect to a student under 18 years of age, that student's complaint will be presented by his/her parent or legal guardian or by legal counsel through means described above.

This policy does not apply to any employee who is represented by a labor union and works under the terms of a contract negotiated with District 131, regardless of whether that employee is a union member.

CROSS REF.: 296 (Uniform Grievance Procedure)

Adopted: July 1, 2004

**Personnel****General Personnel - Grievance Procedure**

When an employee of this District feels that he/she has a grievance that he/she would like to bring before the Board, he/she must first adhere to the following steps:

1. Every effort should be made to resolve the grievance in an informal conference(s) with his/her immediate supervisor.
2. If this informal conference fails to result in a resolution of the grievance, a written grievance should be filed with a Complaint Manager for the Uniform Grievance Policy within fifteen (15) school days. This written document must detail the specifics of the grievance. The Complaint Manager and/or immediate supervisor must then respond to this statement within ten (10) school days of its receipt, with copies of the written grievance and the reply being sent to the Superintendent.
3. If the employee disagrees with the written response to his/her grievance, he/she may request, in writing and within ten (10) calendar days of such response, a review of the grievance and a response by the Superintendent. Following this review, the Superintendent will schedule a conference to resolve the grievance. This conference should be scheduled within ten (10) calendar days of receipt of the written request for review. In the event that an immediate resolution of the matter cannot be achieved, the Superintendent must, within ten (10) days, issue his/her findings in writing.
4. If the employee disagrees with the findings, he/she will have ten (10) calendar days in which to request a hearing before the Board. In such a case, the Board will hold a closed hearing and render a final decision.

This policy does not apply to any employee who is represented by a labor union and works under the terms of a contract negotiated with District 131, regardless of whether that employee is a union member.

CROSS REF.: 296 (Uniform Grievance Procedure)

Adopted: July 1, 2004

**Personnel****General Personnel - Union Agent Visitation**

District employees may meet with their authorized bargaining agents in District facilities when such meeting has been scheduled during duty-free time. Requests for such meetings will be made to building principals or supervisors.

LEGAL REF.: Illinois School Code, Sec. 24-25 (105 ILCS 5/24-25).

Adopted: July 1, 2004

**Personnel****General Personnel - Personnel Relations**

The success of any school system requires effective communication between the Board and the District staff. Such communication is necessary for continuing improvement of the educational program.

The primary goal of both the Board and the staff is to provide the best possible educational opportunities for the entire community. To achieve this goal, good Board-staff relations must be maintained. At the same time, the Board, in exercising its public trust to provide a thorough and efficient public education system, cannot dissipate or transfer its responsibilities.

This policy is meant to enhance the normal chain of command and is in no way meant to circumvent the administrative procedures or labor negotiations now in use.

Adopted: July 1, 2004

**Personnel**

**General Personnel - Employee Rights**

Nothing in any of the policies of this Board is intended to deprive any employee of any right guaranteed by the Constitution or by any other law, including the right to join or not to join any organization.

Adopted: July 1, 2004

**Personnel**

**General Personnel - Employee Recognition**

Employees will be recognized for 5, 10, 15, 20, 25 and 30 years of service to District 131 and its predecessor school systems in an appropriate manner.

Adopted: July 1, 2004



**Personnel**

**Certificated Personnel**

All certificated personnel employed in District 131 will meet all personal, training and experience qualifications for their assignments as established by law and/or by the policies of the District.

LEGAL REF.: Illinois School Code, Article 21 (105 ILCS 5/21-1, et seq.)  
State Board of Education, Document Number 1

Adopted: July 1, 2004

**Personnel****Certificated Personnel - Qualifications and Certification**

Teacher, as the term is used in this policy, refers to District employees who are required to be certified under State law relating to teacher certification. The following qualifications apply to all teachers employed in District 131:

1. Each teacher must:
  - a. Have a valid Illinois certificate that legally qualifies the teacher for the duties for which the teacher is employed.
  - b. Provide the central office with proof of certification, and a current receipt showing certificate registration in the Superintendent's office, by the end of the first week of school, each school year.
  - c. Provide the administrative office with a complete transcript of credits earned in institutions of higher education and, annually by July 1, provide the central office with a transcript of any credits earned since the date the last transcript was filed.
  - d. Notify the Superintendent of any change in the teacher's transcript or certification within 30 days after it has occurred.
2. The following teachers must be "highly qualified" as that term is defined by Title I of the Elementary and Secondary Education Act and its implementing regulations, as well as State law, and will have the duties and qualifications described in Title I of the Elementary and Secondary Education Act and its implementing regulations, and the rules adopted by the US Department of Education, as well as the qualifications determined by the Illinois State Board of Education:
  - a. Newly hired teachers who will work in a program supported with Title I funds; and
  - b. By the end of the 2005-2006 school year, all teachers of core academic subjects.

The Superintendent will:

1. Develop and implement a plan to ensure that all teachers who teach core academic subjects are "highly qualified," as defined in this policy, not later than the end of the 2005-2006 school year;
2. Through incentives for voluntary transfers, professional development, recruiting programs, or other effective strategies, ensure that minority students and students from low-income families are not taught at higher rates than other students by unqualified, out-of-field, or inexperienced teachers; and

3. Ensure parents/guardians of students in schools receiving Title I money are notified: (a) of their right to request their students' classroom teachers' professional qualifications, and (b) whenever their student is assigned to, or has been taught for 4 or more consecutive weeks by, a teacher who is not highly qualified.

### Notice to Parents

At the beginning of each school year, District 131 will notify the parents/guardians of each student attending any school receiving funds under Title I that the parents/guardians may request, and the District will provide the parents on request, information regarding the professional qualifications of the student's classroom teachers (see Exhibit 520.01-E1), including, at a minimum, the following:

- a. Whether the teacher has met the State qualifications and licensing criteria for the grade levels and subject areas in which the teacher provides instruction.
- b. Whether the teacher is teaching under emergency or other provisional status.
- c. The teacher's baccalaureate degree major and any other graduate certifications or degrees.
- d. Whether paraprofessionals provide services to the student and, if so, their qualifications.

The District will also provide a parent/guardian with timely notice in the event his/her child has been assigned, or has been taught for 4 or more consecutive weeks by, a teacher who is not highly qualified (see Exhibit 520.01-E2.)

LEGAL REF.: Sections 1111 and 1119 of the No Child Left Behind Act of 2001, codified at 20 U.S.C. §6311 and 6319.  
34 C.F.R §200.55, 56, and 57.  
105 ILCS 5/10-20.15, 5/21-1, 5/21-10, 5/21-11.4, and 5/24-23.  
23 Ill. Admin. Code §1.620.

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

Adopted: July 1, 2004

**Notice to Parents When Their Child Is Assigned  
To or Has Been Taught for at Least Four Straight Weeks By  
a Teacher Who Is Not "Highly Qualified"**

Date

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Re: Notice to Parents When Their Child Is Assigned To or Has Been Taught for  
at Least Four Straight Weeks By a Teacher Who Is Not "Highly Qualified"

Dear Parents:

Federal law defines "highly qualified" teachers with reference to their certification or progress toward certification along with factors such as undergraduate major, college, or graduate degrees, and testing for subject matter and teaching skills. The law requires the District to notify parents/guardians of children in Title I schools if your child is assigned to a class being taught by, or that has been taught for four or more consecutive weeks by a teacher who does not meet the federal law's definition of "highly qualified."

The teacher listed below has taught your student's class for the last four consecutive weeks. While the District is unable to verify that the teacher meets the federal law's definition of "highly qualified," our observations of his/her classroom indicate that he/she is providing a satisfactory educational program and experience.

If you have any questions concerning this notice, please contact the school office.

Teacher: \_\_\_\_\_ Subject: \_\_\_\_\_

Sincerely,

Superintendent

**Notice to Parents of Their Right to Request the Qualifications  
of Their Child's Classroom Teachers**

Date

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Re: Notice to Parents of Their Right to Request the Qualifications of Their  
Child's Classroom Teachers

Dear Parents:

As a parent or guardian of a student at a school receiving funds under Title I of the Elementary and Secondary Education Act, you have the right to request information regarding the professional qualifications of the teachers who instruct your child and the paraprofessionals, if any, who assist them. Federal law gives you the right to receive upon request the following information about each of your child's classroom teachers and their paraprofessional assistants, if any:

- 👍 Whether Illinois has licensed or qualified the teacher for the ages and subjects he or she teaches.
- 👍 Whether the teacher is teaching under an emergency permit or other provisional status by which State licensing criteria have been waived.
- 👍 The teacher's college major.
- 👍 Whether the teacher has any advanced degrees and, if so, the subject of the degrees.
- 👍 Whether any instructional aides or similar paraprofessionals provide services to your child and, if they do, their qualifications.

If you would like to receive any of this information, please contact the school office.

Sincerely,

Superintendent

**Personnel****Certificated Personnel - Recruitment and Hiring**

Under the direction of the Superintendent, who is responsible for the recruitment and selection of all professional personnel, District 131 is committed to hiring the best qualified certificated staff consistent with budget requirements, staffing patterns, and the organizational policies of the District.

Following a cross-curricular, diverse recruitment process, the Superintendent will recommend to the Board qualified persons for appointment to all available certificated and non-certificated teaching and other professional positions. In carrying out this responsibility, the Superintendent will utilize administrative and teaching staff members as needed.

The Board will approve the employment of all certificated employees, upon the recommendation of the Superintendent, who will provide the Board with sufficient information to properly support his/her recommendations.

The following policy guidelines will apply to the recruitment and selection of all professional personnel:

1. The Board will approve the creation of all certificated and non-certificated staff positions in sufficient number to accomplish the District's goals and objectives. The Board may thereafter amend, consolidate or discontinue positions in accordance with the needs of the District.
2. Before any new position is established, the Superintendent will present for the Board's approval a job description for the position that specifies the job holder's qualifications, performance responsibilities and method of evaluation.
3. The Superintendent will maintain comprehensive job descriptions of all professional positions in the District.
4. Equal employment opportunities will be provided to all persons regardless of race, color, religion, creed, national origin, alienage, sex, age, ancestry, marital status, physical or mental handicap unrelated to ability, military status, or unfavorable military discharge
5. Employees will be selected on a merit basis, with the most qualified candidate chosen for each position.
6. All professional personnel who are employed will meet or exceed all personal, training and experience qualifications as established by law.

7. All candidates recommended for hire must submit completed forms provided by the District.
8. All applications will be retained by the District for a period of one year. At the applicant's request, the application may be reprocessed after the expiration of the one-year period.
9. All applications will be made available for review by the Board, if requested.
10. The Superintendent will report to the Board annually concerning the results of the District's professional recruitment and employment process.
11. The Superintendent will establish appropriate recruitment and hiring procedures, as necessary.

LEGAL REF.: Illinois School Code, Sec. 10-20.7, 10-21.4, 10-21.4a and 24-1 (105 ILCS 5/10-20.7, 5/10-21.4, 5/10-21.4a and 5/24-1).

Adopted: July 1, 2004

**Administrative Procedures****Certificated Personnel - Recruitment and Hiring**

In the employment of school district personnel, consideration is given to professional training, professional experience and personal characteristics desirable in a good staff. It is the responsibility of the Superintendent to determine the personnel needs of the District and to locate suitable candidates to recommend for employment to the Board.

One or more of the following recruitment and selection techniques may be used:

1. When a position becomes available, the Associate Superintendent for Human Resources will publish the vacancy with:
  - a. District 131 personnel
  - b. Union Representative
  - c. Educational Service Region
  - d. Select personnel administrators in DuPage, Will, Cook and Kane Counties
  - e. University and college placement offices within the State, as well as selected colleges out of State
  - f. Area newspapers and specialized publications
2. The administrator of the position that has become vacant will select a group of applicants who are qualified for the position. The administrator of the position will interview and select a candidate for recommendation.
3. The administrator of the position will provide the candidate with a job description.
4. The Associate Superintendent for Human Resources will write an employment recommendation to the Superintendent for the recommended candidate.
5. The Superintendent will make final personnel recommendations to the Board of Education.

Should the Board not approve one or all of the Superintendent's personnel recommendations, the Superintendent will repeat that part of the hiring procedures necessary to obtain Board approval.

The following criteria will be used for the selection of personnel:



Criteria for Filling Vacancies

1. Credentials
  - a. Type of certification (if applicable)
  - b. Degree - area of specialization (if applicable)
  - c. Advanced degree or post-graduate work (if applicable)
  - d. Scholastic ability
  - e. References
    - (1) Personal attitude, effort, cooperation, etc.
    - (2) Past performance (if any)
2. Personal interview
3. Experience
  - a. In education
  - b. In position sought
  - c. Outside education -- in related or non-related area(s)

Each candidate recommended for a position will:

1. Complete an official application form.
2. Submit official college credentials to the Human Resources Office (if applicable).
3. Submit a record of teaching and other work experience to the Human Resources Office (if applicable).
4. Be available for a personal interview.
5. Submit evidence that he/she meets the certification requirements of the State (if applicable).

Adopted: July 1, 2004

**Personnel****Certificated Personnel - Employment Year and Day**

Each year the Board will adopt a school calendar that sets the opening and closing days of school and establishes institute days, holidays and vacation periods.

**Contractual Year**

The contractual year for a regular teaching contract will include the days in the current school calendar as adopted and/or amended by the Board, subject to the terms and conditions of any applicable collective bargaining agreement.

**Professional Day**

Certificated personnel will maintain a work day schedule as required by established administrative procedures, subject to the terms and conditions of any applicable collective bargaining agreement.

LEGAL REF.: Illinois School Code, Sec. 10-19 and 24-1 (105 ILCS 5/10-19 and 5/24-1);  
Agreement between the East Aurora Council, American Federation of Teachers - Local 604, AFT/IFT, AFL/CIO and East Aurora School District 131.

Adopted: July 1, 2004

**Personnel****Certificated Personnel - Assignments and Transfers**

Staff members are employed by and for the District. The assignment of staff members to specific schools and positions will be the responsibility of the Superintendent.

Instructional personnel will be assigned by the Superintendent on the basis of the needs of the District, the employee's qualifications, and the employee's expressed desires, in that order of priority. In consideration of the needs and interests of the District, the Superintendent may transfer a staff member to a different assignment.

Staff members may request changes of assignment. These requests will be reviewed and evaluated by the Superintendent, who will make the decision based upon the best interests of the District.

In the case of vacancies in new or existing positions, consideration will be given to qualified applicants including current employees.

This policy will be interpreted in accordance with the terms and conditions of any applicable collective bargaining agreement.

LEGAL REF.: Agreement between the East Aurora Council, American Federation of Teachers - Local 604, AFT/IFT, AFL/CIO and East Aurora School District 131.

CROSS REF.: 500.10

Adopted: July 1, 2004

**Personnel****Certificated Personnel - Probation and Tenure**

When first employed in the District, a certificated staff member in a full-time teaching position will be placed on probationary status. The probationary period will be four (4) consecutive school terms before the teacher will begin contractual continued service.

If the employee's contract is not to be renewed during the first three years of probationary service, the Board will notify the employee in writing, at least forty-five (45) days prior to the end of the school term.

If the employee's contract is not to be renewed after the fourth year of service, the Board will notify the employee in writing, by certified mail, return receipt requested, giving the reasons(s) for this decision, at least forty-five (45) days prior to the end of the school term.

For the purpose of determining contractual continued service, the first probationary year will be any full-time employment from a date before November 1 through the end of the school year.

In order to properly evaluate probationary teachers for contract renewal and continued employment (tenure), it is essential that they be regularly and consistently present in their assigned positions during the school year.

First-year teachers will be granted a year of probationary service if they have been present in their classrooms for a minimum of 70% of the adopted school calendar for that particular school year and have a satisfactory or better teaching evaluation. Second-, third- and/or fourth-year probationary teachers will be granted a year of probationary service if they have been present in their classrooms for a minimum of 80% of the adopted school calendar for that particular school year and have a satisfactory or better teaching evaluation.

This policy will be interpreted in accordance with the terms and conditions of any applicable collective bargaining agreement(s).

LEGAL REF.: Illinois School Code, Sec. 24-11, 24-12, and 24-13 (105 ILCS 5/24-11, 5/24-12, and 5/24-13).

Adopted: July 1, 2004

**Personnel**

**Certificated Personnel - Professional Development**

**Certification**

The Board requires that all certificated employees keep their certificates valid by meeting all requirements as described in the Illinois School Code.

**Credit for Professional Growth**

Credit for professional growth will be granted in accordance with any applicable Professional Growth Plan.

**Credit for Experience**

Vertical placement and movement on the salary schedule is primarily determined by years of teaching experience. Each year of satisfactory teaching service in District 131 will entitle a teacher to advance, limited only by the Board's published salary schedule.

**Collective Bargaining Agreement**

This policy will be interpreted in accordance with the terms and conditions of the applicable collective bargaining agreement.

LEGAL REF.: Illinois School Code, Article 21 (105 ILCS 5/21-0.01, et seq.);  
Agreement between the East Aurora Council, American Federation  
of Teachers - Local 604, AFT/IFT, AFL/CIO and East Aurora School  
District 131.

Adopted: July 1, 2004

## **Personnel**

### **Certificated Personnel - Conferences and Visitations**

Teachers will be responsible for keeping themselves informed of improvements in education through professional meetings, inservice meetings, and school visitations. Also, activities that broaden the teacher's background and make for better quality teaching may include travel and professional workshops.

After applying to and getting the approval of the Superintendent or his/her designee, staff members may be released with full pay to attend conventions, professional meetings and workshops, visit exemplary programs, and participate in other professional growth activities. At the time of approval, the administrator who supervises the teacher will indicate which expenses, if any, will be paid for by the District. Staff members will share the activities and experiences with their colleagues.

### **Administrative Requests**

An administrator may request that a teacher or specialist attend a conference or workshop for a specific reason. These requested conferences or workshops may be in addition to those requested by a teacher.

Adopted: July 1, 2004

**Personnel****Certificated Personnel - Consulting Activities**

After applying to and getting the approval of the Superintendent or his/her designee, staff members may be released with full pay to serve as speakers, consultants, or resource persons outside the District, in accordance with the provisions of any applicable collective bargaining agreement. The employee, or the school district or the institution receiving such services, may assume responsibility for travel, lodging, and meal expenses and for substitute costs, if any are incurred.

Any consulting, professional development, or other professional-involvement activity will be undertaken with the understanding that such activity will not interfere with the staff member's responsibilities to the District and that anyone engaging in such activities will speak as an individual unless specifically directed by the Board to speak as a representative of the District.

Adopted: July 1, 2004

**Personnel****Certificated Personnel - Salary and Payroll Deductions**

Professional personnel will receive salary and other compensation in accordance with the salary schedule and other applicable terms and conditions of the Agreement between the East Aurora Council, American Federation of Teachers - Local 604, AFT/IFT, AFL/CIO and East Aurora School District 131.

The Board authorizes the establishment of voluntary payroll deductions for health/medical and other types of insurance, tax-sheltered annuities, United Way contributions, credit-union deposits, organization dues payments and contributions to the union and other organizations for all personnel. Deductions will be made only upon the expressed written request of the employee. Voluntary deductions for other purposes must be approved by the Board upon the recommendation of the Superintendent.

This policy will be interpreted in accordance with the terms and conditions of any applicable collective bargaining agreement(s).

LEGAL REF.: Illinois School Code, Sec. 24-21.1 (105 ILCS 5/24-1.1);  
Agreement between the East Aurora Council, American Federation  
of Teachers - Local 604, AFT/IFT, AFL/CIO and East Aurora School  
District 131.

Adopted: July 1, 2004



**Personnel****Certificated Personnel - Professional Responsibilities**

Each teacher will consider it a part of his/her professional duties to attend District 131 teachers' meetings, inservice training, workshops, parent-teacher meetings and other professional and civic meetings that will further raise the standard of the teaching profession and the school to which he/she is assigned.

Teachers will also be required to prepare daily, as well as weekly, lesson plans. Plans should be updated whenever necessary. Lesson plan books will be provided each teacher at the beginning of the school year.

Lesson plans shall:

- A. Be based on specific units of work listing, where appropriate, the objectives and materials (audio-visual and printed), with reference to specific pages.
- B. Be prepared for special education students and individualized programs that can be effectively utilized by a substitute teacher.
- C. Be available at the teacher's desk at all times.

Status reports must be available for students utilizing an individualized program.

Adopted: July 1, 2004

**Personnel****Certificated Personnel - Employment of Central Administrative Staff**

The Board of Education shall be provided with biographical sketches and other relevant information of the final candidates for central administrative positions. This information shall be provided to Board members prior to the selection of the candidate to be recommended for appointment to the position.

Adopted: July 1, 2004

**Personnel****Certificated Personnel - Resignations and Retirement**

Tenured teachers may resign at any time with consent of the Board or by written notice sent to the Secretary of the Board at least thirty (30) days before the intended date of resignation. However, a teacher may not resign during the school term in order to accept another teaching position without the consent of the Board.

LEGAL REF.: Illinois School Code, Sec. 24-14 (105 ILCS 5/24-14).

Adopted: July 1, 2004

**Personnel**

**Certificated Personnel - Teacher Bargaining Unit Early Retirements**

Early retirement is available to eligible persons in accordance with the applicable provisions of the Illinois Pension Code and the collective bargaining agreement between the District and the union.

LEGAL REF.: Illinois School Code, Sec. 24-11 (105 ILCS 5/24-11);  
Agreement between the East Aurora Council, American Federation  
of Teachers - Local 604, AFT/IFT, AFL/CIO and East Aurora School  
District 131.

Adopted: July 1, 2004

**Personnel**

**Certificated Personnel - Action to Terminate Contract**

Action to terminate the contract of certificated personnel shall be in accordance with the provisions of Sections 24-11 through 24-16 of the School Code of Illinois.

Adopted: July 1, 2004

## **Personnel**

### **Certificated Personnel - Discipline of Employees**

1. Any employee who violates any rule, work rule, regulation, policy or directive of the Board of Education, or any directive of officers or administrators of the Board, including, but not limited to, the Superintendent, the building principal, etc., may be suspended without pay for a specific period.
2. Notwithstanding anything in subsection 1 of this policy, any employee also may be suspended without pay for a specific period for incompetency, cruelty, negligence, immorality, insubordination, or other sufficient cause or whenever, in the opinion of the Board, the interests of the District or school require suspension.
3. Notwithstanding anything in subsections 1 and 2 of this policy, any employee also may also be suspended with pay, censured, reprimanded, either orally or in writing, or otherwise disciplined by the Board for any violation or reason for which suspension without pay is authorized by subsections 1 and 2 hereof.
4. Nothing herein is intended to limit the authority of the Board to discharge any employee as provided for by School Code sections 10-22.4, 24-11, 24-12, or as otherwise provided for and authorized by law, without resorting to the intermediate forms of discipline listed above in sections 1, 2 and 3.
5. The Superintendent may suspend an employee with pay pending Board action when, in the opinion of the Superintendent, the best interests of the District require the immediate removal of the employee.
6. In connection with any action taken under this policy, the Board will provide such due process as is necessary and appropriate under applicable Constitutional standards.
7. This policy will be interpreted in accordance with the terms and conditions of any applicable collective bargaining agreement(s).

LEGAL REF.: Illinois School Code, Sec. 10-22.4, 24-11, and 24-12 (105 ILCS 5/10-22.4, 5/24-11, and 5/24-12); Cleveland Board of Education v. Loudermill, 105 S.Ct. 1487, (1985), on remand 763 F.2d 202; Jones v. Board of Education of Township High School District No. 211, 651 F. Supp. 760 (N.D. M. 1986); Barszcz v. Board of Trustees of Community College District No. 504, Cook County, 400 F.Supp. 675 (N.D. Ill. 1975); Spinelli v. Immanuel Lutheran Evangelical Congregation, Inc., 515 N.E.2d 1222 (1987); Kamrath v. Board of Education of School District 150, 515 N.E.2d 1222 (1987); Massie v. East St. Louis School District No. 189, 561 N.E.2d 246 (5th Dist. 1990); and Kearns v. Board of Education of North Palos Elementary School District No. 117, 392 N.E.2d 148 (1st Dist. 1979).

Adopted: March 21, 2005

**Personnel****Certificated Personnel - Evaluation**

In order to assure the continuation of a sound education program, the Board directs the Superintendent to maintain an evaluation process for the purpose of helping all professional staff members strengthen their professional ability and ensuring quality instruction for District students. Teacher evaluations will be conducted in accordance with Board policy, Board/Union contract and Article 24A of the Illinois School Code.

When the Superintendent reports to the Board that a teacher's professional performance is not satisfactory, the teacher may not advance to the appropriate earned step on the salary schedule for the next school year. Also, no service credit will be given to the teacher for that year, thus determining any later salary placement. Teachers may also be frozen at salary when in the judgement of the Board a teacher's professional performance is not satisfactory.

All summative evaluations will be placed in the employee's personnel record file and are available for review.

LEGAL REF.: Illinois School Code, Article 24A (105 ILCS 5/24A-1, *et seq.*); Agreement between the East Aurora Council, American Federation of Teachers - Local 604, AFT/IFT, AFL/CIO and East Aurora School District 131.

CROSS REF.: 520.45

Adopted: July 1, 2004

**Personnel****Certificated Personnel - Private Tutoring**

Tutoring will be defined as teaching privately for pay, and will be reported as outside employment. District 131's policy in this matter will be as follows:

1. Teachers are not to solicit, request, or accept tutoring for any student over whom the teacher has direct responsibility in the classroom.
2. Tutoring must occur off school grounds. There will be no tutoring in the school buildings.
3. No child will be excused from school for tutoring.
4. In discussing tutoring with parents, each case will be considered on its own merits.

Teachers are required to obtain administrative approval prior to tutoring for pay.

Adopted: July 1, 2004



**Personnel****Certificated Personnel - Maintaining Student Discipline**

Maintaining an orderly learning environment is an essential part of each teacher's instructional responsibilities. A teacher's ability to foster appropriate student behavior is an important factor in the teacher's educational effectiveness. In keeping with the Board's philosophy of insuring each student an acceptable environment in which to learn, disciplinary efforts by all District employees will be directed toward changing/correcting a student's behavior.

When a student's behavior is unacceptable, the teacher will first discuss the matter with the student. If the unacceptable behavior continues, the teacher should consult with the building principal and/or discuss the problem with the parent(s)/guardian(s). A teacher may remove any student from the learning setting when his/her behavior interferes with the lessons or participation of fellow students. A student's removal will be in accordance with Board policy and administrative procedures.

Teachers will not use disciplinary methods that may be damaging to students, such as ridicule, sarcasm, or excessive displays of temper. Also, corporal punishment, defined as the use of force to inflict pain, may not be used. But teachers may use reasonable force with safe, non-harmful restraint techniques as needed to keep students, school personnel, and others safe, or for self-defense or defense of property.

If the disciplinary procedures outlined above do not stop a student from being a continuous danger to persons or property or acting in such a way as to be a threat to the school's academic progress, the student may be suspended or expelled in accordance with District policy.

LEGAL REF.: Illinois School Code, Sec. 24-24 (105 ILCS 5/24-24).

CROSS REF.: 630.05 and 715.01

Adopted: July 1, 2004

**Personnel****Certificated Personnel - Seniority List**

Each year, in consultation with any exclusive employee representative, the Board will establish a seniority list that is categorized by position and shows the length of continuing service of each teacher who is qualified to hold such positions. Copies of this list will be distributed to the exclusive employee representative on or before February 1 of each year.

The Director of Human Resources will be responsible for developing and disseminating the seniority list in accordance with this policy.

LEGAL REF.: Illinois School Code, Sec. 24-12 (105 ILCS 5/24-24).

Adopted: December 6, 2004

**Personnel**

**Certificated Personnel - Meetings and Committees**

Teachers are expected to attend meetings called by District administrators, to serve on committees set up to further the interests of their school or the District, and to attend PTA and/or other parent club meetings as directed by the building administrator.

This policy will be interpreted in accordance with the terms and conditions of the applicable collective bargaining agreement.

Adopted: July 1, 2004

**Personnel**

**Certificated Personnel - Credit for Experience Outside System**

Credit for additional experience may be granted in the best interest of the School District.

Adopted: July 1, 2004

**Personnel**

**Certificated Personnel - Withholding of Raises**

A scheduled raise for any teacher may be withheld providing the teacher has been warned by the administration that his or her work is not satisfactory.

The withholding of an annual raise shall not affect a subsequent salary schedule placement for any individual, providing that the subsequent performance of that individual is deemed satisfactory. At no time, shall a teacher whose scheduled raise has been withheld move more than one step during a school year.

In the event a salary increase is withheld for unsatisfactory performance, such teacher shall receive no monetary increase whatever other than an amount which might be required to meet the minimum salary law for teachers in Illinois.

Adopted: July 1, 2004

**Personnel****Certificated Personnel - Leaves of Absence****Sick Leave**

Full or part-time teachers will receive sick-leave benefits in accordance with the terms and conditions of any applicable collective bargaining agreement, not less in amount than ten (10) days per year at full pay. Part-time employees will receive sick-day pay equivalent to their regular work day.

If any teacher does not use the full amount of annual sick leave, the unused amount will accumulate in accordance with the terms and conditions of any applicable collective bargaining agreement to a minimum available leave of one hundred eighty (180) days at full pay, including the leave of the current year. Teachers who begin regular employment after the beginning of the school year will be credited with pro-rata sick-leave benefits based on one and one-half (1-1/2) days at full pay for each month or major fraction of a month between the day of employment and the end of the school year. Teachers shall be permitted to access their accumulated sick leave as necessary.

Sick leave is defined as personal illness, quarantine at home, or serious illness or death in the immediate family or household. The immediate family includes parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, legal guardians and legal wards.

The Board may, through its Superintendent, require a physician's certificate (or if treatment is by prayer or spiritual means, that of a spiritual adviser or practitioner of the teacher's faith) as a condition for paying sick leave after an absence of four (4) days for personal illness, or as may be deemed necessary in other cases. The Board will pay the expenses incurred by the employee in obtaining such certificate if the Board requires a certificate during a leave of less than 4 days.

Excessive absenteeism or a recurring pattern of absenteeism will be reviewed by the Superintendent or his/her designee. The Superintendent will follow Board policy and applicable statutory provisions in determining and implementing any necessary remediation procedures.

Sick Leave applies only to regularly assigned contractual duties. It is not applicable to extra work such as overtime, summer employment of school year personnel, or any other similar activities. Sick leave shall not be granted at such times when an employee has elected to take leave from work on the basis of one of the other leave options set forth in Board policy, or on days when the employee is not scheduled to work.

An employee, at any time wishing to be excused from work on sick leave, must notify his/her supervisor at once, in accordance with rules prescribed by the Superintendent.

Emergency/Personal Leave

Leave to take care of personal emergencies during normal working hours may be permitted at the discretion of the Superintendent, up to a maximum of three days per year.

Unused emergency leave days will be added June 30 to the cumulative sick leave total.

Emergency leave shall mean an excused absence without loss of pay or other benefits for the purpose of attending to urgent matters which cannot be attended to at any other time except during school hours. Emergency and Personal Leave may be granted only in segments of not less than one-quarter day.

Personal Leave shall mean an excused absence without loss of pay or other benefits for the purpose of attending to legal, personal business, and moral obligations which cannot be attended to at any other time except during school hours.

Limitations:

- (1) Personal leave, except in the case of an emergency, shall not be granted the day prior to or after vacation periods, the day before or after a weekend, holidays, institute days, nor during the first or last two weeks of the school year, except for religious holidays.
- (2) No more than two (2) advance notice personal leave days will be allowed in any one week.
- (3) Emergency/Personal Leave shall not be deducted from sick leave and shall not accumulate beyond June 30th of any year. The number of unused emergency leave days for any employee, as of June 30th, shall be added to said employee's accrued sick leave.
- (4) Exceptions to the emergency/personal leave regulations may be granted only by the Superintendent of Schools or his designee.
- (5) Except in cases of an emergency, written advance notice of the necessity and reason for personal leave must be submitted two (2) school days prior to date of leave to the Superintendent or his designee.
- (6) Unless otherwise provided under the terms and conditions of an applicable collective bargaining agreement, Emergency/Personal Leave allowance is based upon the length of the work year as follows:

Annual Allowance

Two Days	School Year (10 school months of 4 weeks each)
Two Days	10.5 School Months
Two Days	11 School Months
Two Days	11 Calendar Months
	After 5 years of employment, goes to three days
Three Days	12 Months-Calendar Year Employment
	After 5 years of employment, goes to four days

Professional Leave

A teacher may be granted professional leave for workshops, conferences, or observation of relevant educational programs, in accordance with the terms and conditions of any applicable collective bargaining agreement.

Leave for Court/Jury Duty

A court/jury duty leave of absence is defined as an excused absence from work which is caused by an official summons for jury duty issued by a duly constituted jury commission or court of competent jurisdiction.

A court/jury duty leave of absence will be granted to an employee for court/jury duty. However, that employee must notify the Superintendent of the pending court/jury duty no later than 10 days prior to the first day of duty, and provide a copy of the subpoena or notice of jury duty.

No employee will lose any salary because of jury duty or because the teacher, pursuant to a subpoena issued by the clerk of a court and served on the teacher, serves as a trial witness or has his/her deposition taken in any school-related matter pending in court. However, the District will deduct from the teacher's salary an amount equal to the amount received by the teacher for jury duty or the per diem fees that the teacher is entitled to receive for complying with the subpoena. In lieu of such salary deduction, and when determined advisable by the Business Office, the teacher will reimburse the District for any amount received for jury duty or as a witness fee, by direct payment or endorsement of a check to the District.

Sabbatical Leave

The Board may grant a sabbatical leave of absence to a full-time tenured teacher, for a period not to exceed one full school year in length, in accordance with the terms and conditions of any applicable collective bargaining agreement. A sabbatical leave may only be granted to a tenured teacher who has completed six (6) years of satisfactory full-time service to the District. Additional sabbatical leaves may be granted a tenured



teacher, principal or Superintendent after a subsequent period of six (6) years of satisfactory full-time service to the District.

Sabbatical leaves may be granted for resident study, research, travel or other activities that benefit the school system. The Board will determine the appropriateness of all sabbatical leaves.

Before a tenured teacher is granted a sabbatical leave, the employee must submit a plan of study to the Board specifically stating the activities to be completed by the applicant for sabbatical leave. The plan of study may only be modified with the approval of the Board.

During a teacher's absence, the employee will receive either minimum salary as provided by Section 24-8 of the Illinois School Code or one-half (½) of the basic salary the employee would have received if he/she remained in his/her school, whichever is greater.

#### Leaves For Service in the Military and General Assembly

Leaves for service in the military and General Assembly (Illinois Senate or House of Representatives) will be granted in accordance with the terms of the Board/Union contract, and applicable State and federal law.

#### School Visitation Leave

An eligible employee is entitled to eight hours during any school year, no more than four hours of which may be taken on any given day, to attend school conferences or classroom activities related to the teacher's child, if the conference or activity cannot be scheduled during nonwork hours. Employees must first use all accrued leave, personal leave, compensatory leave, and any other leave that may be granted to the teacher, except sick and disability leave.

An employee is eligible for a school visitation leave if he/she has worked for the District at least six consecutive months immediately before the request and works at least one-half of the full-time equivalent position. Periods when school is not in session will not count as a break in consecutive service.

An employee must request a school conference and activity leave in writing at least seven days in advance. In an emergency situation, 24 hours notice is required, when possible. The employee must consult with the District to schedule the leave so as to minimize disruption. A leave request may be denied if granting the leave would result in more than 5% of the work force, or work force shift, taking leave at the same time.

A school visitation leave is unpaid. However, the District will attempt to give the employee the opportunity to make-up the time taken for such a leave. The employee taking a visitation leave will not lose any benefits.

An employee returning from a school visitation leave must provide the building principal with verification of the visitation from the school administrator of the school visited. Failure to provide this verification within two working days of the visitation will subject the employee to the standard disciplinary procedures for unexcused absences from work.

#### Other Leaves of Absence

The Board, upon the recommendation of the Superintendent, may approve other leaves of absence, with or without pay, in accordance with the terms and conditions of any applicable collective bargaining agreement.

#### Collective Bargaining Agreement

This policy will be interpreted in accordance with the terms and conditions of any applicable collective bargaining agreement.

LEGAL REF.: Illinois School Code, Sec. 10-20.7, 24-5, 24-6, 24-6.1, 24-6.2, 24-6.3, 24-13, and 24-13.1(105 ILCS 10-20.7, 5/24-5, 5/24-6, 5/24-6.1, 5/24-6.2, 5/24-6.3, 5/24-13, and 5/24-13.1); Illinois School Visitation Rights Act (820 ILCS 147/1 et seq.).

CROSS REF.: 500.75, 500.76, 500.80, 500.81, 540.11

Adopted: July 6, 2004

## **Personnel**

### **Certificated Personnel - Temporary Illness or Temporary Incapacity**

The contractual, continued-service status of a certificated staff member will not be affected by absences caused by temporary illness or temporary incapacity.

Temporary illness or temporary incapacity is defined by the Board of Education as:

Any illness or other incapacity that renders a teacher physically or mentally unfit or unable to perform his/her assigned teaching duties and causes the employee to be continually absent from such duties for a period of not more than ninety (90) calendar days, after using all accumulated sick leave, during a single school year.

Those insurance plans privately purchased by the employee and to which the District does not contribute, are not applicable to this policy.

If illness, incapacity or any other condition renders a certificated employee physically or mentally unfit or unable to perform his/her duties and causes the employee to be continuously absent from such duties for more than ninety (90) calendar days, after using all accumulated sick leave, during a single school year, the employee will be considered permanently ill or permanently incapacitated. Such absence may be considered cause for dismissal, unless the employee demonstrates by medical examination that the illness or incapacity is, in fact, temporary. The District will comply with such notice and/or hearing provisions as may be required by law.

Any employee who is temporarily ill or temporarily incapacitated and has exhausted all his/her accumulated sick leave shall be deemed to be on an unpaid leave of absence for a period of time not to exceed ninety (90) calendar days from the commencement of such illness or incapacity. An employee granted an unpaid leave of absence hereunder shall not be entitled to any fringe benefits, but may continue his/her group insurance coverage, provided the carrier agrees to such continuance, upon timely advance payment to the School Business Office of all premiums due. In the event a teacher remains ill or incapacitated at the expiration of the temporary leave afforded under this policy, he/she may apply to the Board of Education for an extended unpaid disability leave of absence.

LEGAL REF.:        Illinois School Code, Sec. 10-22.4, 24-6, 24-12, and 24-13 (105 ILCS 5/10-22.4, 5/24-6, 5/24-12, and 5/24-13);  
                          Elder v. Board of Education, 60 Ill.App.2d 56, 208 N.E. 2d 423  
                          (1st Dist. 1965); and  
                          Board of Education v. Illinois State Board of Education, 154 Ill.App.3d 375, 507 N.E.2d 134, 107 Ill.Dec. 470 (1st Dist. 1987)

Adopted:                July 1, 2004

**Personnel****Administrative Personnel - Vacations, Holidays and Sick Leave**

- A. Administrators employed in a twelve-month contract shall be allowed 22 days of vacation, the dates to be approved in advance by the Superintendent of Schools. All twelve-month administrative personnel will be allowed to earn vacation time during the first year of employment on a pro-rated basis, not to exceed one and one-half days per month, after the first month of employment. Vacation must be used during the fiscal year in which it is earned unless approved by the Board of Education in advance, upon the recommendation of the Superintendent. This carryover may not exceed ten days, and must be used prior to December 1.
- B. In addition, twelve-month administrative personnel shall also be entitled to holidays on: New Year's Day; Martin Luther King's Birthday; President's Day; Memorial Day; Fourth of July; Labor Day; Veteran's Day; Thanksgiving Day; Day After Thanksgiving; Christmas Eve; Christmas Day. Should the above-mentioned holidays fall on a weekend, Saturday holidays will be awarded on the preceding Friday and Sunday holidays will be awarded on the following Monday. President's Day and Veteran's Day will be considered paid holidays only when they fall during the normal work week.
- C. Administrators employed on the basis of eleven calendar months shall have as vacation time the Christmas and spring vacations included as a part of the regular school calendar, plus the last week in June, after June 22.
- D. Administrators employed on the basis of ten calendar months shall have as vacation time the Christmas and spring vacations included as a part of the regular school calendar.
- E. Administrators will not be reimbursed for any unused vacation, except during the final year of employment.
- F. Effective with the 2006-2007 contract year, an Administrator's earned but unused sick leave will be permitted to accumulate to a maximum of 340 days.

Adopted: April 5, 2010

## **Personnel**

### **Classified Personnel - Recruitment and Hiring**

#### **Employment**

The employment of educational support personnel who are not covered by a collective bargaining agreement is at-will, meaning that such employment may be terminated by the District or employee at any time. However, the removal or dismissal of such employees as a result of a Board decision to decrease the number of educational support personnel employees or to discontinue some particular type of educational support service, requires 30 days' notice before the effective date of the employee's removal or dismissal, as well as a statement of honorable dismissal and the reason therefor. Nothing in Board policy is intended or should be construed as altering that employment at-will relationship.

#### **Recruitment**

The Superintendent will recommend the establishment of new educational support personnel positions to the Board, which must approve them before they are advertised. Vacancies within the existing educational support personnel, as well as new positions, will be posted.

#### **Application**

A prospective employee will submit an application giving his/her work history and references as to character and work performance. He/she also will authorize a criminal background investigation.

#### **Selection**

After a preliminary screening by a principal or supervisor is completed, qualified applicants will be referred to the Associate Superintendent for Human Resources and then to the Superintendent for final selection.

#### **Appointment**

1. Employees working on an annual basis will be employed by the Board upon recommendation of the Superintendent, or his/her designee.
2. Hourly or temporary personnel will be employed by the Board upon recommendation of the Superintendent, or his/her designee.

The Superintendent, or his/her designee may employ personnel on a short-term basis for a specific project or emergency condition prior to seeking the approval of the Board at their next meeting.

#### Compensation and Assignment

The Board will determine the salary and wages for educational support personnel. The Superintendent or his/her designee is authorized to make assignments and transfers of educational support personnel.

#### Collective Bargaining Agreements

This policy will be interpreted in accordance with the terms and conditions of any applicable collective bargaining agreement(s).

LEGAL REF.: Illinois School Code, Sec. 10-21.4, 10-21.9, 10-22.34 and 10-23.5 (105 ILCS 5/10-21.4, 5/10-21.9, 5/10-22.34 and 5/10-23.5);  
Duldulao v. St. Mary of Nazareth Hospital, 483 N.E. 2d 956 (111. App. 1 Dist. 1985);  
Kaiser v. Dixon, 468 N.E. 2d 822 (2d Dist. RI. 1984); and  
Molitor v. Chicago Title & Trust Co 59 N.E. 2d 695 (Ill. App. 1 Dist. 1945).

Adopted: July 1, 2004

**Personnel**

**Classified Personnel - Appointment of Pupil Personnel Assistants**

Recommendations for appointment to positions of dean's assistants shall be made to the Superintendent of Schools by the Director of Human Resources, for approval by the Board of Education.

**HOLIDAYS**

The same holidays apply to dean's assistants as to teachers.

Adopted: December 6, 2004

## **Personnel**

### **Classified Personnel - Duties and Qualifications**

All support staff: (1) must meet the qualifications specified in any applicable job descriptions; (2) must be able to perform the essential tasks assigned to them; and (3) are subject to Board policies, which may be amended from time-to-time at the Board's sole discretion.

#### **A. Non-teaching Personnel and Volunteers Performing Non-Instructional Duties**

The Board may employ non-teaching personnel or utilize volunteer personnel:

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

#### **B. Noncertificated Personnel with Instructional Duties (Paraprofessionals)**

The Board may also employ noncertificated personnel or utilize volunteer noncertificated personnel as "Teacher Aides" to assist in the instruction of students. They will have the qualifications as determined by the Illinois State Board of Education. They may be used:

1. To assist with the instruction of students under the immediate supervision of a certificated teacher, directly engaged in teaching subject matter or conducting activities, provided the teacher is continuously aware of the noncertificated person's activities and is able to control or modify them; or
2. For providing specialized instruction under the direction of a certificated teacher, related to a course assigned to the certificated teacher on a regular basis, not otherwise readily available, in fields in which their knowledge and skills make them particularly qualified, provided the District receives the Regional Superintendent's approval.

Nothing in this policy will prevent a noncertificated person from serving as a guest lecturer or resource person under a certificated teacher's direction and with the



administration's prior approval.

Recommendations for appointment to positions of classroom aide (kindergarten assistants and academic aides) will be made to the Superintendent of Schools, for approval by the Board of Education.

All aides will be required to have a minimum of thirty (30) semester hours of college credit, and to qualify for approval by the Illinois State Board of Education.

Special Education aides, in lieu of the requirements established by the Illinois State Board of Education, will be provided with inservice training appropriate to the nature of their responsibilities as stipulated in Rules and Regulations to Govern the Administration and Operation of Special Education.

C. Noncertificated Personnel with Instructional Duties (Paraprofessionals) in a Program Supported with Federal Funds Under Title I

All noncertificated personnel with instructional duties ("Paraprofessionals") hired after January 8, 2002, and working in a program supported with federal funds under Title I, must be highly qualified, as defined by Title I of the Elementary and Secondary Education Act and its implementing regulations, as well as State law. They will have the duties and qualifications described in Title I of the Elementary and Secondary Education Act and its implementing regulations, and the rules adopted by the US Department of Education, as well as the qualifications determined by the Illinois State Board of Education. At a minimum, newly hired-paraprofessionals must have:

1. Completed at least 2 years of study at an institution of higher education;
2. Obtained an associate's or higher degree; or
3. Met a rigorous standard of quality and must be able to demonstrate, through a formal State or local academic assessment:
  - 👉 knowledge of, and the ability to assist in the instruction of reading, writing and mathematics; and
  - 👉 knowledge of, and the ability to assist in the instruction of reading readiness, writing readiness and mathematics readiness, as appropriate.

In addition, all Paraprofessionals hired before January 8, 2002, and working in a program supported with federal funds under Title I, must be highly qualified on or before January 8, 2006.

Individuals with only non-instructional duties (e.g., providing technical support for computers, providing personal care services, or performing clerical duties) are not

"paraprofessionals", and the requirements in this section do not apply to them.

D. Coaches and Athletic Trainers

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

E. Bus Drivers

All school bus drivers must have a valid school bus driver permit. New bus drivers and bus drivers who are returning from a lapse in their employment are subject to the requirements contained in Board policy.

LLEGAL REF.:      Sec. 1119 of the No Child Left Behind Act of 2001.  
                            34 C.F.R. §200.58 and 200.59.  
                            105 ILCS 5/10-22.34, 5/10-22.34a, and 5/10-22.34b.  
                            625 ILCS 5/6-104 and 5/6-106.1.  
                            23 Ill. Admin. Code, Subpart G: The Utilization of Teacher Aides and  
                            Other Noncertified Personnel.

Adopted:              July 1, 2004

## **Personnel**

### **Classified Personnel - Evaluation**

The supervision of every employee will include continuing evaluation and constructive suggestions toward improvement of performance. In addition to the continuing evaluation, there also will be a formal evaluation procedure.

#### **Purpose**

The purposes of the formal evaluation are:

- A. Assessment of performance for retention, reassignment, promotion or salary advancement.
- B. Improvement of performance through constructive suggestions that will help the individual realize his/her full potential.
- C. Maintaining in each employee's personnel file a record of his/her performance in the District.

#### **Evaluation**

The supervisor of each employee will complete a performance report for the employee in his/her area of responsibility, using the form applicable to the job classification. The evaluation will be discussed with the employee following its completion. Then, both the evaluator and the employee will be asked to sign the written evaluation to indicate that the employee has read the evaluation and discussed it with the evaluator.

Each classified employee will be given a copy of the evaluation. The employee may not change it, but may make a statement regarding the evaluation on a separate sheet of paper to be attached to it.

All evaluations will be placed in the employee's personnel file and are available for review.

#### **Evaluation Instruments**

When necessary, the Superintendent or his/her designee will design and revise the District's evaluation instruments, which will implement the policies of the Board.

**Collective Bargaining Agreements**

This policy will be interpreted in accordance with the terms and conditions of any applicable collective bargaining agreement(s).

Adopted: July 1, 2004

**Personnel****Classified Personnel - Promotion**

Except as otherwise provided under a collective bargaining agreement, promotion or transfer from one position to another will be based on performance, ability, seniority, and consideration of the best interests of the District. An employee wishing to be promoted or transferred will apply to his/her supervisor in writing.

Consideration will be given to advancing present employees to a higher job classification, giving them preference over applicants not currently employed by the District, when all other criteria are equal.

Adopted: July 1, 2004

## **Personnel**

### **Classified Personnel - Termination of Employment**

#### **Resignation**

Employees should provide two weeks notice of their desire/intent to resign.

#### **Retirement**

Unless more notice is required to obtain a retirement benefit, an employee planning to retire will notify his/her supervisor at least two months before the retirement date. A copy of the notification will be given to the Superintendent.

#### **Termination**

The District may terminate an employee-at-will at any time. The Superintendent or supervisor may recommend an employee's discharge subject to the Board's approval. Prior to recommending dismissal, the supervisor will schedule a conference with the employee, at which time the reasons for dismissal will be discussed. An appeal of a supervisor's recommendation of dismissal may be made to the Superintendent.

#### **Reduction-In-Force and Recall**

The removal or dismissal of employees as a result of a Board decision to decrease the number of educational support personnel employees or to discontinue some particular type of educational support service, requires 30 days notice before the effective date of the employee's removal or dismissal, by certified mail, return receipt requested, or personal delivery with receipt, as well as a statement of honorable dismissal and the reason therefor.

The Board will use a seniority list to determine the order of dismissal if it reduces educational support personnel or discontinues some type of educational support service. The seniority list, categorized by positions, will show the length of continuing service of each full-time and part-time educational support employee. The employee with the shorter length of continuing service within the respective category of position will be dismissed first. The Associate Superintendent for Human Resources will develop and disseminate the seniority list in accordance with this policy.

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

Final Paycheck

Since employees are paid for all earned vacation, a terminating employee's final paycheck will be adjusted for any unused, earned vacation credit or vacation time taken that was not earned. Terminating employees will receive their final pay on the next regular payday following the date of termination, except that an employee dismissed due to a reduction in force will receive his/her final paycheck on or before the third business day following the last day of employment.

Collective Bargaining Agreements

This policy will be interpreted in accordance with the terms and conditions of any applicable collective bargaining agreement(s).

LEGAL REF.: Illinois School Code, Sec. 10-22.34 and 10-23.5 (105 ILCS 5/10-22.34 and 5/10-23.5).

Adopted: July 1, 2004

**Personnel**

**Classified Personnel - Discipline of Employees**

- A. Any employee who violates any work rule, regulation, policy or directive of the Board of Education, or any directive of officers or administrators of the Board, including, but not limited to, the Superintendent, the building principal, etc., may be suspended without pay for a specific period.
- B. Notwithstanding anything in subsection A of this policy, any employee also may be suspended without pay for a specific period for incompetency, cruelty, negligence, immorality, insubordination, substance abuse or other sufficient cause or whenever, in the opinion of the Board, the interests of the District or school require suspension.
- C. Notwithstanding anything in subsections A and B of this policy, any employee also may be suspended with pay, censured, reprimanded, either orally or in writing, or otherwise disciplined by the Board for any violation or reason for which suspension without pay is authorized by subsections A and B hereof.
- D. Nothing herein is intended to limit the authority of the Board to discharge an employee as otherwise provided for and authorized by law, without resorting to the intermediate forms of discipline listed above in sections A, B and C.
- E. The Superintendent may suspend an employee with pay pending Board action when, in the opinion of the Superintendent, the best interests of the District require the immediate removal of the employee.
- F. In connection with any action taken under this policy, the Board will provide such due process as is necessary and appropriate under applicable Constitutional standards.

This policy will be interpreted in accordance with the terms and conditions of any applicable collective bargaining agreement(s).

Adopted: March 21, 2005



**Personnel****Classified Personnel - Overtime**

Full-time classified employees may receive additional compensation for pre-scheduled overtime work. However, every claim for overtime pay must be pre-approved by the employee's supervisor.

Classified employees will be paid at the regular rate until the total number of regular and overtime hours actually worked (exclusive of sick days, vacation days, etc.) reaches 40 hours for the week. Beyond 40 hours, overtime pay will be calculated at a rate of one and one-half times the individual's regular rate of pay (daily rate divided by the number of hours per day for the job classification).

This policy will be interpreted in accordance with the terms and conditions of any applicable collective bargaining agreement(s), and in accordance with applicable State and federal law.

Adopted: July 1, 2004

## **Personnel**

### **Classified Personnel - Sick Days, Vacation, Holidays, and Leaves**

#### **Sick Days**

Full or part-time educational support personnel who work at least 600 hours per year will receive sick-leave benefits in accordance with the terms and conditions of any applicable collective bargaining agreement, not less in amount than ten (10) days per year at full pay. Part-time employees will receive sick-day pay equivalent to their regular work day.

Unused sick leave will accumulate in accordance with the terms and conditions of any applicable collective bargaining agreement to a minimum available leave of one hundred eighty (180) days at full pay, including the leave of the current year. Employees who begin regular employment after the beginning of the school year will be credited with pro-rata sick-leave benefits based on one and one-half (1-1/2) days at full pay for each month or major fraction of a month between the day of employment and the end of the school year.

Sick leave is defined as personal illness, quarantine at home, or serious illness or death in the immediate family or household. The immediate family includes parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, legal guardians and legal wards.

The Board may, through its Superintendent, require a physician's certificate (or if treatment is by prayer or spiritual means, that of a spiritual adviser or practitioner of the teacher's faith) as a condition for paying sick leave after an absence of three (3) days for personal illness, or as may be deemed necessary in other cases. The Board will pay the expenses incurred by the employee in obtaining such certificate if the Board requires a certificate during a leave of less than 3 days.

Excessive absenteeism or a recurring pattern of absenteeism will be reviewed by the Superintendent or his/her designee. The Superintendent will follow Board policy and applicable statutory provisions in determining and implementing any necessary remediation procedures.

Sick Leave applies only to regularly assigned contractual duties. It is not applicable to extra work such as overtime, summer employment of school year personnel, or any other similar activities. Sick leave shall not be granted at such times when an employee has elected to take leave from work on the basis of one of the other leave options set forth in Board policy, or on days when the employee is not scheduled to work.

An employee, at any time wishing to be excused from work on sick leave, must notify his/her supervisor at once, in accordance with rules prescribed by the Superintendent

Emergency/Personal Leave

Leave to take care of personal emergencies during normal working hours may be permitted at the discretion of the Superintendent, up to a maximum of three days per year.

Unused emergency leave days will be added June 30 to the cumulative sick leave total.

Emergency leave shall mean an excused absence without loss of pay or other benefits for the purpose of attending to urgent matters which cannot be attended to at any other time except during school hours. Emergency and Personal Leave may be granted only in segments of not less than one-quarter day.

Personal Leave shall mean an excused absence without loss of pay or other benefits for the purpose of attending to legal, personal business, and moral obligations which cannot be attended to at any other time except during school hours.

Limitations:

- (1) Personal leave, except in the case of an emergency, shall not be granted the day prior to or after vacation periods, the day before or after a holidays, institute days, nor during the first or last ten school days of the school year, except for religious holidays.
- (2) No more than two (2) advance notice personal leave days will be allowed in any one week.
- (3) Emergency/Personal Leave shall not be deducted from sick leave and shall not accumulate beyond June 30th of any year. The number of unused emergency leave days for any employee, as of June 30th, shall be added to said employee's accrued sick leave.
- (4) Exceptions to the emergency/personal leave regulations may be granted only by the Superintendent of Schools or his designee.
- (5) Except in cases of an emergency, written advance notice of the necessity and reason for personal leave must be submitted two (2) school days prior to date of leave to the Superintendent or his designee.
- (6) Unless otherwise provided under the terms and conditions of an applicable collective bargaining agreement, Emergency/Personal Leave allowance is based upon the length of the work year as follows:

Annual Allowance

Two Days     School Year (10 school months of 4 weeks each)  
Two Days     10.5 School Months  
Two Days     11 School Months  
Two Days     11 Calendar Months  
                After 5 years of employment, goes to three days  
Three Days   12 Months-Calendar Year Employment  
                After 5 years of employment, goes to four days

Vacations and Holidays

- A. For vacation purposes, employment anniversaries for twelve-month secretarial-clerical personnel will be considered as July 1 of each year. Those persons beginning active employment between July 1 and December 31 would have one year of seniority by the following June 30 and would be entitled to two weeks of vacation in that ensuing July 1 - June 30 fiscal year. Those persons beginning active employment between January 1 and June 30 would begin their seniority on July 1 of that same year, but would earn one day of vacation for each full month of work completed by June 30, not to exceed five full days, to be taken in the ensuing July 1 - June 30 fiscal year.
- B. After five years of consecutive employment, according to this seniority plan, an employee would be allowed three weeks of vacation, and four weeks after fifteen years of consecutive employment by the school district, the dates to be approved by their immediate superior administrator. Copies of all vacation schedules shall then be filed in the central office.
- C. In addition, twelve-month secretarial-clerical employees shall also be entitled to holidays on: New Year's Day; Martin Luther King's Birthday; President's Day; Memorial Day; Fourth of July; Labor Day; Columbus Day; Veteran's Day; Thanksgiving Day; Day After Thanksgiving; Christmas Eve; Christmas Day and New Year's Eve. Should the above-mentioned holidays fall on a weekend, Saturday holidays will be awarded on the preceding Friday and Sunday holidays will be awarded on the following Monday. President's Day and Veteran's Day will be considered paid holidays only when they fall during the normal work week.
- D. An employee who resigns or is discharged during the year shall receive, with his/her termination pay, the pro rated amount for accrued vacation time. This time to be determined according to the number of full months of employment actually completed after July 1 of the given year.
- E. Holidays will be observed as listed in the school calendar as officially adopted by the Board of Education.

- F. All vacation time for twelve-month secretarial-clerical employees must be used during the fiscal year in which it is earned unless approved by the Board of Education in advance, upon the recommendation of the Superintendent. This carryover may not exceed ten days, and must be used prior to December 1.

#### Leaves For Service in the Military and General Assembly

Leaves for service in the military and General Assembly (Illinois Senate or House of Representatives) will be granted in accordance with State and federal law.

#### School Visitation Leave

An eligible employee is entitled to eight hours during any school year, no more than four hours of which may be taken on any given day, to attend school conferences or classroom activities related to the employee's child, if the conference or activity cannot be scheduled during non-work hours. Educational support staff employees must first use all accrued vacation leave, personal leave, compensatory leave, and any other leave that may be granted to the employee, except sick and disability leave.

An employee is eligible for a school visitation leave if he/she has worked for the District at least six consecutive months immediately before the request and works at least one-half of the full-time equivalent position. Periods when school is not in session will not count as a break in consecutive service.

An employee must request a school conference and activity leave in writing at least seven days in advance. In an emergency situation, 24 hours notice is required, whenever possible. The employee must consult with the District to schedule the leave so as to minimize disruption. A leave request may be denied if granting the leave would result in more than 5% of the work force, or work force shift, taking leave at the same time.

A school visitation leave is unpaid. However, the District will attempt to give the employee the opportunity to make up the time taken for such a leave. The employee taking a visitation leave will not lose any benefits.

An employee returning from a school visitation leave must provide the building principal with verification of the visitation from the school administrator of the school visited.

Failure to provide this verification within two working days of the visitation will subject the employee to the standard disciplinary procedures for unexcused absences from work.

#### Other Leaves of Absence

The Board, upon the recommendation of the Superintendent, may approve other leaves of absence, with or without pay, in accordance with the terms and conditions of any applicable collective bargaining agreement.

Collective Bargaining Agreements

This policy will be interpreted in accordance with the terms and conditions of any applicable collective bargaining agreement(s).

LEGAL REF.: Illinois School Code, Sec. 24-2 and 24-6 (105 ILCS 5/24-2 and 5/24-6); and  
Illinois School Visitation Rights Act (820 ILCS 147/1 et seq.).

CROSS REF.: 500.75, 500.76, 500.80, 500.81, 521.01

Adopted: November 15, 2004

**Personnel**

**Classified Personnel - Illness and Incapacity**

Illness or incapacity that results in absence from work for more than twenty (20) days after all accumulated sick leave has been used, will subject an employee to termination from employment.

However, this time period will operate as a guideline only. The Board reserves the right to terminate at-will employees at any time and to waive the guideline when a continuing employment relationship is in the best interests of the District.

This policy will be interpreted in accordance with the terms and conditions of any applicable collective bargaining agreement(s).

Adopted: July 1, 2004

## **Personnel**

### **Classified Personnel - Teacher Assistants**

Non-certificated personnel may be utilized for non-teaching duties not requiring instructional judgment or evaluation of students; and for supervising study halls, detention/discipline areas, and school-sponsored extracurricular activities. Such personnel also may be used for supervising long-distance teaching reception areas used in conjunction with instructional programs transmitted by electronic media such as computers, video, and audio.

In addition, non-certificated personnel may be utilized to assist in the instruction of students under the immediate supervision of a teacher who holds a valid certificate and is directly engaged in teaching subject matter or conducting activities. However, that teacher must be continuously aware of the non-certificated person's activities and be able to control or modify them.

Non-certificated personnel, of good character, also may serve as supervisors, chaperons, or sponsors for school activities not connected with the academic program of the schools.

Non-certificated personnel will not initiate instruction nor be assigned to any class period when an assigned teacher with a valid certificate is not present.

Recommendations for appointment to positions of classroom assistant (kindergarten assistants and other academic assistants) shall be made to the Superintendent of Schools by the Director of Human Resources, for approval by the Board of Education.

Classroom and learning center assistants shall be required to have a minimum of sixty (60) semester hours of college credit, and to qualify for approval by the Illinois State Board of Education.

Special Education assistants, in lieu of the requirements established by the Illinois State Board of Education, shall be provided with inservice training appropriate to the nature of their responsibilities as stipulated in Rules and Regulations to Govern the administration and Operation of Special Education.

### **HOLIDAYS**

The same holidays apply to classroom and learning center assistants as to teachers.



## FEDERAL PROGRAMS

All paraprofessionals hired after January 8, 2002, and working in a program supported with federal funds under Title I, must be highly qualified, as defined by Title I of the Elementary and Secondary Education Act and its implementing regulations, as well as State law.

LEGAL REF.: Illinois School Code, Sec. 10-22.34 and 10-22.34a (105 ILCS 5/10-22.34 and 5/10-22.34a).  
Section 1119 of the No Child Left Behind Legislation of 2001.

Adopted: March 21, 2005

**Personnel**

**Classified Personnel - Conferences and Visitations**

After applying to and getting the approval of their supervisor or his/her designee, support staff members may be released with full pay to attend conventions, workshops, or conferences, visit exemplary programs, and participate in other work-related growth activities.

At the time of approval, the administrator will indicate which expenses, if any, will be provided by the District.

Adopted: July 1, 2004

**Personnel**

**Classified Personnel - Time Off During the Working Day**

Non-certificated support staff may request time off during the work day. However, if such employees have to take off more than two hours, they must use sick days, personal business days or days without pay.

Non-certificated support staff having to take time off during the work day for less than two hours will have the option of making up that time or having it deducted from their pay.

All time away from the job must be with the supervisor's prior approval.

Adopted: July 1, 2004

**Personnel**

**Classified Personnel - Staff Complaints**

Suggestions, inquiries or complaints from support staff will proceed through the regular line of authority, as follows:

1. To the immediate supervisor;
2. To the building principal;
3. To the Superintendent's designee;
4. To the Superintendent;
5. To the Board of Education, which may require that the matter be submitted in writing.

The Board is the final authority on any issue that cannot be resolved through regular administrative channels.

Adopted: December 6, 2004

**Personnel****Temporary Personnel - Substitute Teachers**

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

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

A substitute teacher with only a substitute certificate may teach in place of a certificated teacher for a period not to exceed 90 paid school days or 450 paid school hours in any one school district in any one school term. However, for the 2001-2002, 2002-2003, and 2003-2004 school years, a teacher holding an early childhood, elementary, high school, or special certificate may substitute teach for a period not to exceed 120 paid school days or 600 paid school hours in any one school district in any one school term. Where such teaching is partly on a daily and partly on an hourly basis, a school day will be considered as five hours.

The Board will establish a daily rate of pay for substitute teachers on an annual basis. However, no fringe benefits will be provided to substitutes.

LEGAL REF.: Illinois School Code, Sec. 21-9 (105 ILCS 5/21-9); and  
23 Ill.Admin.Code §1.790.

Adopted: July 1, 2004

**Administrative Procedures**

**Temporary Personnel - Substitute Teachers**

**Substitute Teacher Procurement**

1. Prior to the beginning of each new school year, the Superintendent or his/her designee will place an ad in local community newspapers requesting qualified persons to apply to the District for substitute teaching positions.
2. The Regional Superintendent may supply the District with a list of those persons in the area wishing to substitute teach.
3. The Superintendent or his/her designee will maintain a District substitute teacher list.

**Employment of Substitute Teachers**

1. Each regular teacher is requested to notify the designated administrator as soon as an expected absence is known -- the night before, or no later than 6:30 a.m. of the day of the absence. The administrator will then contact the sub caller.
2. The sub caller will locate a substitute teacher from the substitute list.
3. The sub caller will notify the appropriate building administrator of the substitute teacher arrangements.
4. The substitute teacher will report to the building office for directions and guidance.

**Internal Substituting**

The sub caller should notify the building if a substitute teacher cannot be secured. In such cases, the class may be covered by internal substitutes. The building administrator is responsible for arranging such internal substituting.

**Notification of Need for Substitute by Teacher**

1. Telephone Administrator.
  - a. Call as far in advance as possible
  - b. Report special duties for the day, such as lunchroom, etc.

- c. Give estimate of time to be absent.
  - d. Indicate if you can be reached by telephone.
- 2. Check in with building administrator upon return.

**Information Available for Substitute**

- 1. Lesson plans for the entire day .
  - a. Name of texts.
  - b. Page numbers of manuals, workbooks and texts.
  - c. Full description of work outside of textbook (including blackboard and duplicated work).
- 2. Correct seating chart with groupings indicated.
- 3. Daily program.
  - a. Schedule of special teachers indicated in plans for each week (music, speech, physical education, etc.).
  - b. Order of curricular activities.
  - c. Supervisory duties indicated in plans for each week.
  - d. Any other irregularities, such as movies, etc.
- 4. Special room or building guidelines with plan book.
- 5. Special student assignments and/or plans listed in plan book.
- 6. Texts and manual readily available.
- 7. Extra work suggestions and assignments available in plan book.

**Procedures for Substituting**

- 1. Report first to building office to check in.
- 2. Cover work as planned.
  - a. Change as little as possible from the regular routine.
  - b. Leave notes as to work done and revised assignments.
  - c. Use students to explain procedures.
- 3. Correct work done by the students during day(s) regular teacher is absent.
- 4. Leave the classroom in good order.

5. Report to building office at the end of the day.
6. Observe professional ethics. Comment only to building administrator or Superintendent about concerns related to students or the day in general.

Adopted: July 1, 2004



**Personnel****Temporary Personnel - Substitute Pay**

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

The Board will, from time to time, establish the compensation for substitute teachers. After twenty consecutive days in the same position, on the 21st day, the substitute teacher will be paid a per diem rate based upon the regular teacher salary schedule at the beginning level but without any benefits.

If a substitute teacher is assigned to the same teaching position for over a ninety (90) day period, the substitute teacher will be placed on the regular teacher salary schedule at the beginning level and shall be eligible for benefits available to full time teachers.

Adopted: January 19, 2010  
Amended: November 18, 2013

## **Personnel**

### **Temporary Personnel - Student Teachers/Interns**

District 131 will cooperate with the education departments of colleges and universities by providing placements for students who wish to do their practice teaching in this District. The Board may approve the use of student teachers/interns under the direction and supervision of certified staff, when the administration determines that it is beneficial to the District. However, such teachers/interns must be engaged in the pursuit of educational degrees, certification or advance certificate endorsements.

The student will be placed through and with the full approval of the Director of Human Resources. An appropriate personnel file will be provided and kept for each student teacher/intern.

The Director of Human Resources will receive student teacher/intern placement requests. After reviewing the academic profile of each prospective student teacher/intern, the Director of Human Resources will recommend the placement or rejection of the student teaching applicant.

Also, the Director of Human Resources will consider requests from certified staff who wish to act as cooperating teachers for student teacher/interns.

Unless the Board specifically approves otherwise, no student teachers/interns will be paid from District funds that are not reimbursable from other sources. Student teacher/interns will not receive medical, dental or group life insurance or other benefits.

Student teachers/interns may be videotaped in the classroom as part of the teacher performance assessment and licensure requirements under Section 21B-30(f) of the Illinois School Code. In addition, student teachers/interns are required to submit examples of student work, as well as their lesson plans and feedback, as part of the teacher performance assessment and licensure requirements under Section 21B-30(f) of the Illinois School Code. Parents and/or guardians of students, or students of 18 years of age or older, will be provided a release form for the student's optional participation in any video recordings taken in connection with a student teacher/intern's teacher performance assessment and licensure requirements, as well as for authorization for the student's class work to be submitted by the student teacher/intern pursuant to the teacher performance assessment and licensure requirements.

LEGAL REF.: Illinois School Code, Sec. 10-22.34, 10-22.37, 21B-30(f) (105 ILCS 5/10-22.34, 5/10-22.37, 5/21B-30(f)).

Amended: April 7, 2014

**Personnel**

**Temporary Personnel - Substitute Custodians**

The Superintendent may employ substitute custodians as necessary to replace custodians who are temporarily absent and to fill in on weekends and after school events.

The Board will, from time to time, establish an hourly rate of pay for substitute custodians, provided however, no fringe benefits will be provided to substitutes.

Adopted: October 15, 2012