

**CARTERVILLE CUSD #5  
BOARD OF EDUCATION POLICY MANUAL  
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**General Personnel**

**Equal Employment Opportunity and Minority Recruitment**

The School District shall provide equal employment opportunities to all persons regardless of their race, color, religion, creed, national origin, sex, age, ancestry, marital status, arrest record, military status or unfavorable military discharge, citizenship status, use of lawful products while not at work, physical or mental handicap or disability, if otherwise able to perform the essential functions of the job with reasonable accommodation, and other legally protected categories.

Persons who believe they have not received equal employment opportunities should report their claims to the Nondiscrimination Coordinator and/or a Complaint Manager for the Uniform Grievance Policy. These individuals are listed below. Initiating a complaint shall not adversely affect the complainant's terms or conditions of employment.

**Administrative Implementation**

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

*Nondiscrimination Coordinator:*

Name \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone No. \_\_\_\_\_

*Complaint Managers:*

Name \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone No. \_\_\_\_\_

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.

LEGAL REF.: Age Discrimination in Employment Act, 29 U.S.C. § 621 et seq.  
 Americans With Disabilities Act, Title I, 42 U.S.C. § 12111 et seq.  
 Equal Pay Act, 29 U.S.C. § 206(d).  
Ill. Constitution, Art. 1, §§ 17, 18, and 19.  
 Immigration Reform and Control Act, 8 U.S.C. § 1324a et seq.  
 Rehabilitation Act of 1973, 29 U.S.C. § 791 et seq.  
 Religious Freedom Restoration Act, 775 ILCS 35/5.  
 Title VII of Civil Rights Act, 42 U.S.C. § 2000e et seq., 29 C.F.R. Part 1601.  
 Title IX of the Education Amendments, 20 U.S.C. § 1681 et seq., 34 C.F.R. Part  
 106.  
 820 ILCS 105/1 et seq.  
 775 ILCS 5/1-103 and 5/2-102.  
 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.  
 23 Ill. Admin. Code § 1.230.

CROSS REF.: 2:260 (Uniform Grievance Procedure), 5:20, 8:70

ADOPTED: June 21, 2001

## General Personnel

### Sexual Harassment

The School District shall provide employees an employment environment free of unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct, or communications constituting sexual harassment, including unsolicited e-mail of a sexual nature, as defined and otherwise prohibited by State and federal law.

District employees shall not make unwelcome sexual advances or request sexual favors or engage in any unwelcome conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Sexual harassment prohibited by this policy includes verbal or physical conduct. The terms intimidating, hostile, or offensive include, but are not limited to, conduct which has the effect of humiliation, embarrassment or discomfort. Sexual harassment will be evaluated in light of all the circumstances.

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

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

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

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

### Whom to Contact with a Report or Complaint

The Superintendent shall insert into this policy the names, addresses, and telephone numbers of the District's current Nondiscrimination Coordinator and Complaint Managers.

*Nondiscrimination Coordinator:*

Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone No. \_\_\_\_\_

*Complaint Managers:*

Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone No. \_\_\_\_\_

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

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

CROSS REF.: 2:260 (Uniform Grievance Procedure), 5:10, 7:20

ADOPTED: June 21, 2001

## **General Personnel**

### **Hiring Process and Criteria**

The Superintendent is responsible for recruiting personnel, in compliance with Board of Education policy, and making hiring recommendations to the Board of Education. If the Superintendent's recommendation is rejected, the Superintendent must submit another. Educational support personnel applicants are initially screened by the Building Principal or supervisor. The District shall hire the best qualified personnel consistent with budget and staffing requirements, and shall comply with Board of Education policy on equal employment opportunities and minority recruitment. The Superintendent may select personnel on a short-term basis for a specific project or emergency condition before the School Board's approval.

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

### **Job Descriptions**

The Superintendent shall develop and maintain a current, comprehensive job description for each position, other than the Superintendentcy.

### **Investigations**

Each applicant must provide a written authorization for a criminal background investigation if such an investigation is required by State law. The Board President will keep a conviction record confidential and share it only with the Superintendent, Regional Superintendent, State Superintendent of Schools, State Teacher Certification Board, or any other person necessary to the hiring decision.

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

The District retains the right to discharge any employee whose criminal background investigation reveals a conviction for committing or attempting to commit any of the offenses outlined in § 10-21.9 of The School Code or who falsifies, or omits facts from, his or her employment application or other employment documents.

### **Nepotism**

The Board of Education shall not hire individuals who are relatives of a member of the Board of Education or an administrative employee of the School District or who would be hired to fill a vacancy that would place the individual hired under the supervision of a relative.

“Relative” means any individual who is related to a member of the Board of Education or an administrative employee of the District as a parent, brother, sister, child, grandparent, grandchild, parent-in-law, brother-in-law, sister-in-law, or legal guardian. The term “relative” does not include spouses.

### **Physical Examinations**

New employees must furnish evidence of physical fitness to perform assigned duties and freedom from communicable disease, including tuberculosis. All physical fitness examinations and tests for

tuberculosis must be performed by a physician licensed in Illinois, or any other state, to practice medicine and surgery in any of its branches. The physical examination and the tuberculin tests must have been taken by the employee no more than 90 days before the employee's submitting evidence of same to the Board of Education.

Any employee may be required to have an additional examination by a physician who is licensed in Illinois to practice medicine and surgery in all its branches if the examination is job-related and consistent with business necessity. The Board of Education will pay the expenses of any such examination.

Orientation Program

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

LEGAL REF.: Americans With Disabilities Act, 42 U.S.C. § 12112, 29 C.F.R. Part 1630.  
 Immigration Reform and Control Act, 8 U.S.C. § 1324a et seq.  
 105 ILCS 5/10-20.7, 5/10-21.4, 5/10-21.9, 5/10-22.34, 5/10-22.34b, 5/22-6.5, and  
 5/24-1 et seq.  
Duldulao v. St. Mary of Nazareth Hospital, 483 N.E.2d 956 (1st Dist. Ill. 1985),  
*aff'd in part and remanded* 505 N.E.2d 314 (Ill. 1987).  
Kaiser v. Dixon, 468 N.E.2d 822 (2<sup>nd</sup> Dist. Ill. 1984).  
Molitor v. Chicago Title & Trust Co., 59 N.E.2d 695 (1st Dist. Ill. 1945).

CROSS REF.: 3:50, 5:10, 5:40

ADOPTED: June 21, 2001

**General Personnel**

**Communicable and Chronic Infectious Disease**

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

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

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

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

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

CROSS REF.:           2:150, 5:30, 5:180

ADOPTED:             June 21, 2001

## **General Personnel**

### **Drug- and Alcohol-Free Workplace**

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

1. unlawful manufacture, dispensing, distribution, possession, use, or being under the influence of any contraband, paraphernalia, controlled substance, look-alike drugs, or any other illicit drugs while on District premises or while performing work for the District.
2. distribution, consumption, use, possession, or being under the influence of alcohol while on District premises or while performing work for the District.

For purposes of this policy a controlled substance is one that is:

1. not legally obtainable;
2. being used in a manner different than prescribed;
3. legally obtainable, but has not been legally obtained; or
4. referenced in federal or State controlled substance acts.

As a condition of employment, each employee shall:

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

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

1. annually provide each employee with a copy of the District Drug- and Alcohol-Free Workplace policy;
2. post notice of the District Drug- and Alcohol-Free Workplace policy in a place where other information for employees is posted;
3. make available materials from local, state, and national anti-drug and alcohol-abuse organizations;
4. enlist the aid of community and state agencies with drug and alcohol informational and rehabilitation programs to provide information to District employees;
5. establish a drug-free awareness program to inform employees about:
  - a. the dangers of drug abuse in the workplace,
  - b. available drug and alcohol counseling, rehabilitation, re-entry, and any employee assistance programs, and
  - c. the penalties that the District may impose upon employees for violations of this policy.

District Action Upon Violation of Policy

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

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

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

LEGAL REF.: Safe and Drug-Free School and Communities Act of 1994, 20 U.S.C. § 7101 et seq.  
Controlled Substances Act, 21 U.S.C. § 812; 21 C.F.R. 1308.11 - 1308.15.  
Drug-Free Workplace Act of 1988, 41 U.S.C. § 701 et seq.  
Americans With Disabilities Act, 42 U.S.C. § 12114.  
Drug-Free Workplace Act, 30 ILCS 580/1 et seq.

ADOPTED: June 21, 2001

## **General Personnel**

### **Expenses**

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

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

### **Mileage**

**Please refer to the “Collective Bargaining Agreement - Carterville Education Association IEA/NEA-Community Unit School District #5 Board of Education”.**

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

ADOPTED: June 21, 2001

## **General Personnel**

### **Religious Holidays**

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

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

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

ADOPTED: June 21, 2001

## **General Personnel**

### **Court Duty**

**Please refer to the “Agreement Between the Board of Education of Carterville Community Unit School District No. 5 and the American Federation of State, County and Municipal Employees, Council 31, AFL-CIO, Local No. 1273”.**

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

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

The District will deduct the court duty remuneration, less mileage and meal expenses, from the employee's compensation.

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

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

ADOPTED: June 21, 2001

## **General Personnel**

### **Abused and Neglected Child Reporting**

A District employee who has reasonable cause to suspect that a student may be an abused or neglected child shall report such a case to the Illinois Department of Children and Family Services. The employee shall notify the Superintendent or Building Principal that a report has been made. Any employee hired after July 1, 1986, shall sign a statement annually to the effect that the employee has knowledge and understanding of the reporting requirements of the Act.

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

CROSS REF.: 7:150 (Agency and Police Interviews)

ADOPTED: June 21, 2001

## **General Personnel**

### **Staff Development Program**

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

LEGAL REF.: 105 ILCS 5/2-3.60, 5/2-3.64, and 5/10-22.39.

ADOPTED: June 21, 2001

## **General Personnel**

### **Recognition For Service**

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

ADOPTED:            June 21, 2001

## **General Personnel**

### **Retirement Bonus**

**Please refer to the “Agreement Between the Board of Education of Carterville Community Unit School District No. 5 and the American Federation of State, County and Municipal Employees, Council 31, AFL-CIO, Local No. 1273”.**

All full time employees not covered by this agreement, other than certified teachers, who retire from employment with Carterville Community Unit School District No. 5 after completing fifteen (15) years of service shall receive a retirement bonus under the same restrictions and based on the same formula as those covered under the agreement.

ADOPTED:            June 21, 2001

**General Personnel**

**Ethics**

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

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

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

**Political Activities**

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

**Outside Employment and Conflict of Interest**

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

For the purpose of acquiring profit or personal gain, no employee shall act as an agent of the District nor shall an employee act as an agent of any business in any transaction with the District.

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

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

ADOPTED: June 21, 2001

## **General Personnel**

### **Limitations on Accepting Gifts**

**Section 1. Definitions.** As used in this Policy:

“Employee: means all full-time, part-time, and contractual employees, and appointed and elected officials 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 government employment or the official position of an employee or officer of the District.

“Political organization” means a party, committee, association, fund, or other organization (whether or not incorporated) organized and operated primarily for the purposes of directly or indirectly accepting contributions or making expenditures, or both, or the function of influencing or attempting to influence the selection, nomination, election, or appointment of any individual to any office of the District. The term includes the making of expenditures relating to an office described in the preceding sentence that, if incurred by the individual, would be allowed as a federal income tax deduction for trade or business expenses.

“Prohibited source” means any person or entity who:

- (1) is seeking official action (i) by the District, or (ii) in the case of an employee, by the employee or by the District or another district employee directing the employee;
- (2) does business or seeks to do business (i) with the District, or (ii) in the case of an employee, with the employee or with another District employee directing the employee;
- (3) conducts activities regulated (i) by the District, or (ii) in the case of an employee, by the employee or by another District employee directing the employee;
- (4) has interests that may be substantially affected by the performance or non-performance of the official duties of the District or District employee; or
- (5) is registered or required to be registered with the Secretary of State under the Lobbyist Registration Act.

### **Section 2. Gift Ban.**

Except as otherwise provided in this Act, no employee shall 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 spouses of and immediate family living with the employee. No prohibited source shall offer or make a gift that violates this Section.

### **Section 3. Exceptions.**

The restriction in Section 2 does not apply to the following:

- (1) Anything for which the employee pays the market value or anything not used and promptly disposed of as provided in Section 5.

- (2) A contribution, as defined in Article 9 of the Election Code, that is lawfully made under that Act or attendance at a fundraising event sponsored by a political organization.
- (3) A gift from a relative, meaning those people related to the individual as father, mother, son, daughter, brother, sister, uncle, aunt, great aunt, great uncle, first cousin, nephew, niece, husband, wife, grandfather, grandmother, grandson, granddaughter, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, and including the father, mother, grandfather, or grandmother of the individual's spouse and the individual's fiancé or fiancée.
- (4) Anything provided by an individual on the basis of a personal friendship unless the employee has reason to believe that, under the circumstances, the gift was provided because of the official position or employment of the employee and not because of the personal friendship.

In determining whether a gift is provided on the basis of personal friendship, the employee shall consider the circumstances under which the gift was offered, such as:

- (i) the history of the relationship between the individual giving the gift and the recipient of the gift, including any previous exchange of gifts between those individuals;
  - (ii) whether to the actual knowledge of the employee, the individual who gave the gift personally paid for the gift or sought a tax deduction or business reimbursement for the gift; and
  - (iii) whether to the actual knowledge of the employee, the individual who gave the gift also at the same time gave the same or similar gifts to other employees.
- (5) A commercially reasonable loan evidenced in writing with repayment due by a date certain made in the ordinary course of the lender's business.
  - (6) A contribution or other payments to a legal defense fund established for the benefit of an employee that is otherwise lawfully made.
  - (7) Intra-office and inter-office gifts. For the purpose of this Act, "intra-office gifts" means any gift given to an employee of the District from another employee of the District.
  - (8) Food, refreshments, lodging, transportation, and other benefits:
    - (i) resulting from the outside business or employment activities (or outside activities that are not connected to the duties of the employee, as an office holder or employee) of the employee, or the spouse of the employee, if the benefits have not been offered or enhanced because of the official position or employment of the employee and are customarily provided to others in similar circumstances;
    - (ii) customarily provided by a prospective employer in connection with bona fide employment discussions; or
    - (iii) provided by a political organization in connection with a fundraising or campaign event sponsored by that organization.

- (9) Pension and other benefits resulting from continued participation in an employee welfare and benefits plan maintained by a former employer.
- (10) Informational materials that are sent to the office of the employee in the form of books, articles, periodicals, other written materials, audiotapes, videotapes, or other forms of communication.
- (11) Awards or prizes that are given to competitors in contests or events open to the public, including random drawings.
- (12) Honorary degrees (and associated travel, food, refreshments, and entertainment provided in the presentation of degrees and awards).
- (13) Training (including food and refreshments furnished to all attendees as an integral part of the training) provided to an employee if the training is in the interest of the governmental entity.
- (14) Educational missions, including meetings with government officials either foreign or domestic, intended to educate public officials on matters of public policy, to which the employee may be invited to participate along with other federal, state, or local public officials and community leaders.
- (15) Bequests, inheritances, and other transfers at death.
- (16) Anything that is paid for by the federal government, the state, or a governmental entity, or secured by the government or governmental entity under a government contract.
- (17) A gift of personal hospitality of an individual other than a registered lobbyist or agent of a foreign principal, including hospitality extended for nonbusiness purpose by an individual, not a corporation or organization, at the personal residence of that individual or the individual's family or on property or facilities owned by that individual or the individual's family.
- (18) Free attendance at a widely attended event permitted under Section 4.
- (19) Opportunities and benefits that are:
  - (i) available to the public or to a class consisting of all employees whether or not restricted on the basis of geographic consideration;
  - (ii) offered to members of a group or class in which membership is unrelated to employment or official position;
  - (iii) offered to members of an organization such as an employee's association or credit union, in which membership is related to employment or official position and similar opportunities are available to large segments of the public through organizations of similar size;
  - (iv) offered to any group or class that is not defined in a matter that specifically discriminates among governmental employees on the basis of branch of government or type of responsibility, or on a basis that favors those of higher rank or rate of pay;

- (v) in the form of loans from banks and other financial institutions on terms generally available to the public; or
  - (vi) in the form of reduced membership or other fees for participation in organization activities offered to all government employees by professional organizations if the only restrictions on membership relates to professional qualifications.
- (20) A plaque, trophy, or other item that is substantially commemorative in nature and that is extended for presentation.
  - (21) Golf or tennis.
  - (22) Food or refreshments of nominal value.
  - (23) Catered food or refreshments.
  - (24) Meals or beverages consumed on the premises from which they were purchased.
  - (25) Donations of products from an Illinois company that are intended primarily for promotional purposes, such as display or free distribution, and are of minimal value to any individual recipient.
  - (26) An item of nominal value such as a greeting card, baseball cap, or T-shirt.

#### **Section 4. Attendance at events.**

- (a) An employee may accept an offer of free attendance at a widely attended convention, conference, symposium, forum, panel discussion, dinner, viewing, reception, or similar event, provided by the sponsor of the event, if:
  - (1) the employee participates in the event as a speaker or a panel participant, by presenting information related to a government, or by performing a ceremonial function appropriate to the member's, officer's, or employee's official position or employment; or
  - (2) attendance at the event is appropriate to the performance of civic affairs in Illinois or the official duties or representative function of the member, officer or employee.
- (b) An employee who attends an event described in subsection (a) may accept a sponsor's unsolicited offer of free attendance at the event for an accompanying individual.
- (c) An employee, or the spouse or dependent thereof, may accept a sponsor's unsolicited offer of free attendance at a charity event, except that reimbursement for transportation and lodging may not be accepted in connection with the event.
- (d) For purposes of the Section, the term "free attendance" may include waiver of all or part of a conference or other fee, the provision of transportation, or the provision of food, refreshments, entertainment, and instructional materials furnished to all attendees as an integral part of the event. The term does not include entertainment collateral to the event, nor does it include food or refreshments taken other than in a group setting with all or substantially all other attendees, except as authorized under subsection (21) of Section 3.

**Section 5. Disposition of gifts.** The recipient of a gift that is given in violation of this Act may, at his or her discretion, return the item to the donor or give the item or an amount equal to its value to an appropriate charity.

**Section 6. Reimbursement.**

- (a) A reimbursement (including payment in kind) to an employee from a private source other than a registered lobbyist or agent of a foreign principal for necessary transportation, lodging, and related expenses for travel to a meeting, speaking engagement, fact finding trip, or similar event in connection with the duties of the employee, as an office holder or employee shall be deemed to be a reimbursement to the governmental entity and not a gift prohibited by this Act if the employee:
- (1) discloses the expenses reimbursed or to be reimbursed and the authorization to the Board of Education, within 30 days after the travel is completed; and
  - (2) in the case of an employee, who is salaried, receives advance authorization, from the other employee under whose direct supervision the employee works to accept reimbursement.
- (b) For purposes of subsection (a), events, the activities of which are substantially recreational in nature, shall not be considered to be in the connection with the duties of an employee as an office holder or employee.
- (c) Each advance authorization to accept reimbursement shall be signed by the other employee under whose direct supervision the employee works and shall include:
- (1) the name of the employee;
  - (2) the name of the person who will make the reimbursement;
  - (3) the time, place, and purpose of the travel; and
  - (4) a determination that the travel is in connection with the duties of the employee as an employee and would not create the appearance that the employee is using public employment for private gain.
- (d) Each disclosure made under subsection (a) of expenses reimbursed or to be reimbursed shall be signed by the other employee under whose direct supervision the employee works (in the case of travel by an employee) and shall include:
- (1) a good faith estimate of total transportation expenses reimburse or to be reimbursed;
  - (2) a good faith estimate of total lodging expenses reimbursed or to be reimbursed;
  - (3) a good faith estimate of total meal expenses reimbursed or to be reimbursed;
  - (4) a good faith estimate of the total of other expenses reimbursed or to be reimbursed; and
  - (5) a determination that all those expenses are necessary transportation, lodging, and related expenses.

**Section 7. Ethics Officer.**

The Board of Education designates Mrs. Janice Brown as the Ethics Officer for the District. The Ethics Officer shall:

- (1) review statements of economic interest and disclosure forms of employees before they are filed with the County Clerk; and
- (2) provide guidance to employees in the interpretation and implementation of this policy.

**Section 8. Complaint Procedure.**

Complaints alleging the violation of the Procedure should be filed with the Legislative Ethics Commission.

LEGAL REF.: 5 ILCS 425/1 et seq.

CROSS REF.: 2:100

ADOPTED: June 21, 2001

## **General Personnel**

### **Solicitations By or From Staff**

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

ADOPTED:            June 21, 2001

## **General Personnel**

### **Personnel Records**

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

**“Collective Bargaining Agreement - Carterville Education Association IEA/NEA-Community Unit School District #5 Board of Education”**

**“Agreement Between the Board of Education of Carterville Community Unit School District No. 5 and the American Federation of State, County and Municipal Employees, Council 31, AFL-CIO, Local No. 1273”.**

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

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

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

CROSS REF.: 2:250 (district records), 7:340 (Student Records)

ADOPTED: June 21, 2001

## **General Personnel**

### **Release Of Credit Information**

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

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

ADOPTED:            June 21, 2001

## **General Personnel**

### **Copyright For Publication or Sale of Instructional Materials and Computer Programs Developed By Employees**

#### Instructional Materials

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

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

#### Computer Programs

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

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

#### Copyright Compliance

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

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

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

ADOPTED: June 21, 2001

## **General Personnel**

### **Temporary Illness or Temporary Incapacity**

Temporary illness or temporary incapacity is an illness or other capacity of ill-being which renders an employee physically or mentally unable to perform assigned duties. During such a period, the employee can use accumulated sick leave benefits. However, income received from other sources (worker's compensation, District-paid insurance programs, etc.) will be deducted from the District's compensation liability to the employee. The Board of Education's intent is that in no case will the employee who is temporarily disabled receive more than 100 percent of gross salary.

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

After 90 consecutive school days in a school term of illness or incapacity, or exhaustion of sick leave, whichever is greater, such illness or incapacity shall be considered a permanent disability and the Board of Education may begin dismissal proceedings subject to the provisions of The School Code and the Americans with Disabilities Act.

LEGAL REF.: Americans with Disabilities Act, 42 U.S.C. § 12102.  
105 ILCS 5/10-22.4, 5/24-12, and 5/24-13.  
Elder v. Board of Education of School District No. 127 1/2 Cook County, 208 N.E.2d 423 (1st Dist. Ill. 1965).  
Board of Education of School District No. 151, Cook County v. Ill. State Board of Education, 507 N.E.2d 134 (1st Dist. Ill. 1987).

CROSS REF.: 5:185, 5:250, 5:330

ADOPTED: June 21, 2001

## **General Personnel**

### **Family and Medical Leave**

#### Leave Description

Eligible employees may use unpaid family and medical leave, guaranteed by the federal Family and Medical Leave Act, for up to a combined total of 12 weeks each year, beginning July 1 and ending June 30 of the next year.

Other available paid vacation, personal, or family leave will be substituted for family and medical leave necessitated by birth, adoption/foster care placement, or a family member's serious health condition. Other available paid vacation, personal, or sick leave will be substituted for family and medical leave necessitated by a family member's or employee's own serious health condition. Any substitution required by this policy will count against the employee's family and medical leave entitlement. The District will pay family leave or sick leave only under circumstances permitted by the applicable leave plan. Use of family and medical leave shall not preclude the use of other applicable unpaid leave that will extend the employee's leave beyond 12 weeks, provided that the use of family and medical leave shall not serve to extend such other unpaid leave.

Family and medical leave is available in one or more of the following instances:

1. the birth and first-year care of a son or daughter;
2. the adoption or foster placement of a child;
3. the serious health condition of an employee's spouse, parent, or child; and
4. the employee's own serious health condition.

Employees may take an intermittent or reduced-hour family and medical leave when the reason for the leave is 3 or 4, above, with certain limitations provided by law.

Within 15 calendar days after the Superintendent makes a request, an employee must support a request for a family and medical leave when the reason for the leave is 3 or 4, above, with a certificate completed by the employee's or family member's health care provider. Failure to provide the certification may result in a denial of the leave request.

If both spouses are employed by the District, they may together take only 12-weeks for family and medical leaves when the reason for the leave is 1 or 2, above, or to care for a sick parent.

#### Eligibility

To be eligible for family and medical leave, an employee must either:

1. Have been employed by the District for at least 12 months (the 12 months need not be consecutive) and have been employed for at least 1,250 hours of service during the 12-month period immediately before the beginning of the leave, or
2. Be a full-time classroom teacher employed by the District for at least one school year.

Notice

If possible, employees must provide at least 30 days' notice to the District of the date when a leave is to begin. If 30 days' notice is not practicable, the notice must be given within 2 business days of when the need becomes known to the employee. Employees shall provide at least verbal notice sufficient to make the District aware that he or she needs a family and medical leave, and the anticipated timing and duration of the leave. Failure to give the required notice may result in a delay in granting the requested leave until at least 30 days after the date the employee provides notice.

Continuation of Health Benefits

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

Return to Work

An employee returning from a family and medical leave will be given an equivalent position to his or her position before the leave, subject to the District's reassignment policies and practices.

Classroom teachers may be required to wait to return to work until the next semester in certain situations as provided by law.

Implementing Procedures

The Superintendent shall develop procedures to implement this policy consistent with the federal Family and Medical Leave Act.

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

CROSS REF.: 5:180, 5:250, 5:330

ADOPTED: June 21, 2001

## **Professional Personnel**

### **Certification**

Each certified staff member must have a current Illinois certificate which legally qualifies him or her for the duties for which he or she is employed. The staff member shall be responsible for securing and maintaining a valid certificate.

Each teacher shall have a valid proof of certification and a current receipt showing certificate registration in the District's central office no later than the end of the first week of school, each school year. On or before each July 1, each teacher must have a complete, up-to-date set of college transcripts, including any new credits, on file with the Superintendent. The teacher shall notify the Superintendent of a certification change within 30 days after it has occurred.

### **Illinois Teacher Corps**

Each individual participating in the Illinois Teacher Corps holding a resident certificate may apply for any position which he or she is qualified to teach.

LEGAL REF.: 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.

ADOPTED: June 21, 2001

## **Professional Personnel**

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

Duty-Free Lunch, Work Day, Salary, Vacancies, Promotions and Transfers, Dismissal, Evaluation

**Please refer to the “Collective Bargaining Agreement - Carterville Education Association IEA/NEA-Community Unit School District #5 Board of Education”.**

### **School Year**

Teachers shall work according to the school calendar adopted by the Board of Education, which shall have a minimum of 176 student attendance days and a minimum of 180 teacher work days, including teacher institute days.

LEGAL REF.: 105 ILCS 5/10-19, 5/18-8, 5/24-2, 5/24-8, 5/24-9, 5/24-21, 5/24A-4, and 5/24A-5.  
Metzl v. Leininger, 57 F.3d 618 (7th Cir. 1995).

CROSS REF.: 5:290

ADOPTED: June 21, 2001

## **Professional Personnel**

### **Resignations and Retirement**

Tenured teachers may resign at any time with consent of the Board of Education or by written notice sent to the Board of Education Secretary at least 30 days before the intended date of resignation. No teacher may resign during the school term in order to accept another teaching position without the consent of the Board of Education. Any teacher terminating said service not in accordance with 105 ILCS 5/24-14 is guilty of unprofessional conduct and liable to suspension of certificate for a period not to exceed 1 year.

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

### **Retirement Bonus**

**Please refer to the “Collective Bargaining Agreement - Carterville Education Association IEA/NEA-Community Unit School District #5 Board of Education”.**

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

ADOPTED: June 21, 2001

**Professional Personnel**

**Substitute Teachers**

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

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

A substitute teacher 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 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 shall be considered as 5 hours.

A substitute teacher who has taught for 30 consecutive days in the same position will be provided with observation and feedback.

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

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

ADOPTED: June 21, 2001

## **Professional Personnel**

### **Maintaining Student Discipline**

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

When a student's behavior is unacceptable, the teacher should first discuss the matter with the student.

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

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

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

CROSS REF.: 7:190

ADOPTED: June 21, 2001

## **Professional Personnel**

### **Suspension**

#### **Suspension Without Pay**

The Board of Education may suspend without pay (1) a professional employee (administrator or teacher) pending a dismissal hearing, or (2) a teacher as a disciplinary measure for up to 10 employment days for misconduct that is detrimental to the School District. Administrative staff members may not be suspended without pay as a disciplinary measure.

Misconduct includes any failure to follow any oral or written directive, order or Board of Education policy or that of any supervisor. Misconduct also includes any act or failure to act that constitutes a violation or an attempt to violate any law or local ordinance which relates to the employee's duties. The Superintendent is authorized to establish rules and regulations designed to implement this policy.

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

#### **Suspension With Pay**

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

The Superintendent shall meet with the professional employee to present the allegations, and give the professional employee an opportunity to refute the charges. The professional employee will be told the dates and times the suspension will begin and end.

LEGAL REF.: 105 ILCS 5/24-12.  
Auer v. Robbins, 117 S.Ct. 905 (1997); 29 C.F.R. § 541.3.  
Cleveland Board of Education v. Loudermill, 105 S.Ct. 1487, *on remand* 763 F.2d 202 (6th Cir. 1985), *on remand* 651 F.Supp.92 (N.D. Ohio 1986), *aff'd* by 844 F.2d 304 (6th Cir. 1988), *cert. denied* 488 U.S. 946 (1988).  
Jones v. Board of Education of Township High School District No. 211, 651 F. Supp. 760 (N.D. Ill. 1986).  
Barszcz v. Board of Trustees of Community College District No. 504, Cook County, 400 F.Supp. 675 (N.D. Ill. 1975), *aff'd* by 539 F.2d 715 (7th Cir. 1976), *cert. dismissed* by 429 U.S. 1080 (1977).  
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).  
Kearns v. Board of Education of North Palos Elementary School District No. 117, 392 N.E.2d 148 (1st Dist. 1979).

ADOPTED: June 21, 2001

**Professional Personnel**

**Leaves of Absence**

Sick and Bereavement Leave, Personal Leave, Parental Leave, Association Leave

**Please refer to the “Collective Bargaining Agreement - Carterville Education Association IEA/NEA-Community Unit School District #5 Board of Education”.**

Unpaid Leave of Absence

The Board of Education in its sole discretion may grant a teacher or other employee regularly required to be certified 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 teacher has exhausted all accumulated sick leave and the 2 weeks of Family Leave Health Care Act 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.

A teacher granted an unpaid leave of absence shall not be entitled to any fringe benefits. No later than 30 calendar days prior to the scheduled termination for any leave in excess of 90 calendar days, the teacher 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.

The Board retains the sole discretion to grant or to extend any unpaid leave of absence under any conditions it deems appropriate. The granting or denying of unpaid leave or extension shall be nonprecedential with respect to any other request for a leave by a teacher in the District.

Leaves For Service in the Military and General Assembly

Leaves for service in the military and General Assembly shall be granted in accordance with State and federal law. A professional staff member hired to replace one in military service or in the General Assembly does not acquire tenure.

School Visitation Leave

An eligible professional staff member is entitled to 8 hours during any school year, no more than 4 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 non-work hours. Professional staff members must first use all accrued vacation leave, personal leave, compensatory leave, and any other leave that may be granted to the professional staff member, except sick and disability leave.

The Superintendent shall develop administrative procedures implementing this policy consistent with the School Visitation Rights Act.

LEGAL REF.: 105 ILCS 5/24-6, 5/24-6.1, 5/24-6.2, 5/24-6.3, 5/24-13, and 5/24-13.1.  
820 ILCS 147/1 et seq.  
820 ILCS 147/15.

CROSS REF.: 5:180, 5:185, 5:330

ADOPTED: June 21, 2001

## **Professional Personnel**

### **Student Teachers**

Opportunities will be provided students from college and university approved teacher-training programs to do student teaching in the District. The Superintendent or designee shall be responsible for screening qualifications and for their orientation, assignment and training program.

Student teachers will be assigned to supervising teachers whose qualifications are acceptable to the student's college or university.

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

ADOPTED: June 21, 2001

## **Educational Support Personnel**

### **Employment At-Will, Compensation, and Assignment**

Please refer to the “Agreement Between the Board of Education of Carterville Community Unit School District No. 5 and the American Federation of State, County and Municipal Employees, Council 31, AFL-CIO, Local No. 1273”.

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

The Board of Education will determine salary and wages for educational support personnel. Increments are dependent on evidence of continuing satisfactory performance. Educational support personnel are paid twice a month. The Superintendent is authorized to make assignments and transfers of educational support personnel.

LEGAL REF.: 105 ILCS 5/10-22.34 and 5/10-23.5.  
Duldulao v. St. Mary of Nazareth Hospital, 483 N.E. 2d 956 (1st Dist. Ill. 1985),  
*aff'd in part and remanded*, 505 N.E.2d 314 (Ill. 1987).  
Kaiser v. Dixon, 468 N.E. 2d 822 (Ill. App. 2d Dist. 1984).  
Molitor v. Chicago Title & Trust Co., 59 N.E. 2d 695 (1st Dist. 1945).

CROSS REF.: 5:290

ADOPTED: June 21, 2001

**Educational Support Personnel**

**Teacher Aides, Coaches, and Bus Drivers**

Teacher Aides

Teacher aides are non-teaching or voluntary personnel who may be used:

1. for non-teaching duties not requiring instructional judgment or evaluation of students;
2. for supervising study halls, long distance teaching reception areas used incident to instructional programs transmitted by electronic media (such as computers, video, and audio), detention and discipline areas, and school-sponsored extracurricular activities;
3. to assist with academic programs under a certificated teacher's immediate supervision;
4. as a guest lecturer or resource person under a certificated teacher's direction and with the administration's approval; or
5. for providing specialized instruction in fields in which they are particularly qualified, due to their knowledge or skills, under a certificated teacher's direction and with the regional superintendent's approval.

Non-certificated personnel may be used as supervisors, chaperones or sponsors, either on a voluntary or on a compensated basis, for non-academic school activities.

Coaches and Athletic Trainers

Athletic coaches shall have the qualifications required by any association in which the School District maintains a membership. All coaches must successfully complete a District-approved coach training program. Anyone performing athletic training services shall be licensed under the Illinois Athletic Trainers Practice Act.

Bus Drivers

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

LEGAL REF.: 105 ILCS 5/10-22.34, 5/10-22.34a, and 5/10-22.34b.  
625 ILCS 5/6-104 and 5/6-106.1.

CROSS REF.: 4:110, 4:170, 5:30, 5:280, 5:285, 6:250

ADOPTED: June 21, 2001

## **Educational Support Personnel**

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

It is the policy of this school district to provide a safe, healthful, drug and alcohol-free work environment for our drivers. Our District also recognizes that our own health and future are dependent upon the physical and psychological health of our drivers. To insure that we achieve that goal we have adopted the following policy that not only meets, but exceeds Federal Motor Carrier Safety Regulations requirements on drug and alcohol abuse as set forth in 49 CFR Parts 40 and 382. This policy supersedes any previous school district policy or agreement that may be in existence prior to the effective date of this policy.

All CDL drivers are subject to drug testing as required in 49 CFR Parts 40 and 382. All CDL drivers are subject to alcohol testing whenever they are performing a safety sensitive function, just prior to performing a safety sensitive function, or immediately after performing such functions as required in 49 CFR Parts 40 and 382.

Under the FHWA drug and alcohol testing regulations for safety-sensitive drivers, the testing for the following five drugs and alcohol is required: Marijuana, cocaine, opiates, phencyclidine and amphetamines. When drugs are mentioned in this policy it will include these drugs. When alcohol is mentioned in the policy, it will include all types of drinks, medication and foodstuff which contain alcohol.

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

CROSS REF.: 4:110, 5:30, 5:280

ADOPTED: June 21, 2001

## **Educational Support Personnel**

### **Employment Termination and Suspensions**

#### Resignation and Retirement

An employee is requested to provide 2 weeks' notice of a resignation. A resignation notice may only be revoked at the discretion of the Board of Education. An employee planning to retire should notify his or her supervisor at least 2 months before the retirement date.

#### Retirement Bonus

**Please refer to the “Agreement Between the Board of Education of Carterville Community Unit School District No. 5 and the American Federation of State, County and Municipal Employees, Council 31, AFL-CIO, Local No. 1273”.**

All full time employees not covered by this agreement, other than certified teachers, who retire from employment with Carterville Community Unit School District No. 5 after completing fifteen (15) years of service shall receive a retirement bonus under the same restrictions and based on the same formula as those covered under the agreement.

#### Non-RIF Dismissal

The District may terminate an at-will employee at any time. The Superintendent or supervisor may recommend an employee's discharge subject to the Board of Education's approval.

#### Reduction In Force and Recall

**Please refer to the “Agreement Between the Board of Education of Carterville Community Unit School District No. 5 and the American Federation of State, County and Municipal Employees, Council 31, AFL-CIO, Local No. 1273”.**

#### Final Paycheck

A terminating employee's final paycheck will be adjusted for any unused, earned vacation credit. Employees are paid for all earned vacation. Terminating employees will receive their final pay on the next regular payday following the date of termination, except that an employee dismissed due to a reduction in force shall receive his or her final paycheck on or before the third business day following the last day of employment.

#### Suspension

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

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

CROSS REF.: 5:240 (suspension policy for professional employees)

ADOPTED: June 21, 2001

## **Educational Support Personnel**

### **Schedules and Employment Year**

#### Twelve-Month Employees

**Please refer to the “Agreement Between the Board of Education of Carterville Community Unit School District No. 5 and the American Federation of State, County and Municipal Employees, Council 31, AFL-CIO, Local No. 1273”.**

Twelve-month, full-time employees not covered by this Agreement work daily (Monday through Friday) except holidays and earned vacation time.

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

#### Ten-Month Employees

**Please refer to the “Agreement Between the Board of Education of Carterville Community Unit School District No. 5 and the American Federation of State, County and Municipal Employees, Council 31, AFL-CIO, Local No. 1273”.**

#### School Year Employees

**Please refer to the “Agreement Between the Board of Education of Carterville Community Unit School District No. 5 and the American Federation of State, County and Municipal Employees, Council 31, AFL-CIO, Local No. 1273”.**

#### Hourly Employees

**Please refer to the “Agreement Between the Board of Education of Carterville Community Unit School District No. 5 and the American Federation of State, County and Municipal Employees, Council 31, AFL-CIO, Local No. 1273”.**

#### Supervisory Staff

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

Meal Break

**Please refer to the “Agreement Between the Board of Education of Carterville Community Unit School District No. 5 and the American Federation of State, County and Municipal Employees, Council 31, AFL-CIO, Local No. 1273”.**

LEGAL REF.: 105 ILCS 5/10-20.14a, 5/10-22.34, and 5/10-23.5.

ADOPTED: June 21, 2001

## **Educational Support Personnel**

### **Overtime Compensation**

**Please refer to the “Agreement Between the Board of Education of Carterville Community Unit School District No. 5 and the American Federation of State, County and Municipal Employees, Council 31, AFL-CIO, Local No. 1273”.**

LEGAL REF.: Fair Labor Standards Act, 29 U.S.C. § 201 et seq.; 29 C.F.R. § 785.

ADOPTED: June 21, 2001

## **Educational Support Personnel**

### **Evaluation and Probation**

#### Evaluation

All hourly employees in Carterville Community Unit School District No. 5 will be evaluated at least once each school year. The Building Principal(s) and/or the Director of Maintenance and Transportation shall be responsible for the evaluation of hourly employees. An evaluation report for each employee will be submitted to the Superintendent.

The Superintendent will report any concerns about hourly employees to the Board of Education.

#### Probation

All new hourly employees shall serve a probationary period of ninety days. A continual review of each new employee's performance will be made by their immediate supervisor during this 90 day probationary period. Conferences will be held between the employee and immediate supervisor to discuss these evaluations. If the employee completes the ninety day probationary period then a report will be submitted to the Superintendent for review.

ADOPTED:            June 21, 2001

**Educational Support Personnel**

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

Sick Days, Personal Leave, Unpaid Leave, Vacation, Holidays, Bereavement Leave

**Please refer to the “Agreement Between the Board of Education of Cartersville Community Unit School District No. 5 and the American Federation of State, County and Municipal Employees, Council 31, AFL-CIO, Local No. 1273”.**

For Employees Not Covered By This Agreement

**Sick Leave**

All full-time hourly employees shall be entitled to the following number of sick days per year at full pay:

12 month employees	16 days @ yr.
11 month employees	15 days @ yr.
10 month employees	14 days @ yr.
9 month employees	13 days @ yr.

Sick leave shall accumulate to two hundred forty days (240) for all full-time employees beginning with employees employed after the 2000-2001 school year.

All half-time employees shall be entitled to the following number of sick days per year at full pay:

12 month employees	16 half-days @ yr.
11 month employees	15 half-days @ yr.
10 month employees	14 half-days @ yr.
9 month employees	13 half-days @ yr.

Sick leave shall accumulate to two hundred forty (240) half-days for all half-time employees.

Each hourly employee who has accumulated one hundred (100) sick leave days or more shall receive one (1) additional sick leave day each year.

All other hourly employees classified as a part-time employee shall receive six (6) working days of paid sick leave in proportion to their normal work day with the exception of those part-time hourly employees who qualify for IMRF will receive ten (10) sick days each year. Sick leave for part-time employees shall accumulate to thirty days with the exception of those part-time hourly employees who qualify for IMRF shall accumulate to two hundred forty (240) days.

All part-time hourly employees who have accumulated 20 or more sick leave days, shall receive one (1) additional sick leave day each year.

Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family or household. The immediate family for the purposes of this section shall include the spouse, children, parents, sisters, brothers, grandparents, grandparents-in-law, sisters-in-law, grandchildren, parents-in-law, brothers-in-law, and legal guardians. Sick leave shall not be available for the purposes of work stoppage.

**Personal Leave**

All full-time hourly employees working less than 12 months each year shall be entitled to two (2) full days or four (4) half-days of personal leave for each school year without loss of pay for matters that cannot be handled during nonschool days or hours. All half-time hourly employees working less than 12 months each year shall be entitled to two (2) half-days of personal leave per year without loss of pay for matters that cannot be handled during nonschool days or hours. All 12 month full-time hourly employees shall be entitled to three (3) days of personal leave without loss of pay. All other hourly employees classified as a part-time employee shall receive one (1) day of personal leave per year without loss of pay for matters that cannot be handled during nonschool days or hours. Such leave shall be non-cumulative. If unused, it shall be added to accumulated sick leave. Written application for such leave shall be made to the Superintendent or his/her designee without reasons stated at least two (2) work days prior to the desired onset of such leave, provided, in an emergency, such application may be made at a later time with an explanation of such emergency. Such leave will not be granted during the first five (5) or last five (5) days of the school year, immediately preceding or following a school vacation or holiday, provided this restriction shall not apply to recognized religious holidays or an emergency which shall be explained. Personal leave for a proper purpose shall not be denied arbitrarily, but it shall not be available for purposes of recreation, to perform other compensable work, a job interview which can be handled on non-work days or hours.

**Maternity Leave**

All full-time hourly employees shall be eligible for maternity leave without pay, subject to the following conditions:

1. The employee shall advise the Superintendent or his/her designee of her pregnancy no later than the fourth (4) month of pregnancy or ascertainment of such condition, whichever shall be later. At such time, she shall provide a written statement from her obstetrician or physician indicating the expected date of delivery and that, in his/her opinion, the employee may safely continue in her employment and perform all her regular duties during her pregnancy. From time to time, the Superintendent or his/her designee may request the employee to furnish subsequent statements from the doctor indicating her continued ability to perform her job responsibilities.
2. Application for such leave shall be made in writing to the Superintendent or his/her designee at least ninety (90) calendar days prior to the anticipated birth of the child.
3. The employee and the Superintendent or his/her designee shall agree upon a plan for the commencement and termination of such leave, taking into consideration the continuity of job responsibilities and medical factors to the maximum possible degree and the pertinent time factors related thereto. The leave shall not exceed the balance of the school year in which it commences.
4. Sick leave shall not be applicable during the period of maternity leave. Any accumulated sick leave available at the commencement of the leave shall be available to the employee upon return to employment in the District.

5. In all instances where an employee is granted a maternity leave of six (6) months or more, as a condition thereof, she shall advise the Superintendent in writing at least one hundred and eighty (180) calendar days prior to the termination of such leave that she intends to return to employment. Return to the District shall be in accord with the previously agreed upon plan. Failure to advise the Superintendent or his/her designee of intent to return as required by this Agreement shall be treated as an election not to return to employment and as a resignation from the District.
6. Any hourly employee desiring adoption leave as a result of becoming an adoptive parent shall notify the Superintendent or his/her designee in writing upon the initiation of such adoption proceedings. Adoption leave shall be granted upon satisfactory written notification to the Superintendent or his/her designee of the date that the child is expected to be received. It shall be the responsibility of the applying employee to keep the Superintendent or his/her designee fully informed of the status of the proceedings and, as soon as known, the expected date of delivery of the child. Adoption leave shall be subject to all provisions as stated for a normal pregnancy leave.
7. While on leave, an employee shall, at her own expense have the option to remain an active participant in the insurance program of the District, subject to the approval of the insurance carriers.

#### **Bereavement Leave**

The Board shall grant each full-time employee three (3) days without loss of pay. All half-time employees shall be granted three (3) half days without loss of pay. Leave shall be non-cumulative.

#### **Unpaid Disability Leave**

The Board of Education in its sole discretion may grant an employee not regularly required to be certified (hereinafter "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. The leave shall be limited to a reasonable duration, but in no event shall an unpaid leave exceed ninety (90) calendar days. 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 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 ten (10) calendar days prior to the scheduled termination of any leave in excess of thirty (30) 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 such leave of absence under any such conditions it deems appropriate. The granting or denying or an unpaid leave or extension shall be nonprecedential with respect to any other request for a leave by an employee in the district.

Excessive Absences

If an employee not regularly required to be certified is excessively absent from his/her duties for whatever reason, the Board may determine, upon the recommendation of the Superintendent, that the failure of the employee to perform his/her duties is a valid reason for his/her termination from employment. In no event, however, shall an employee be deemed excessively absent if he/she has additional accumulated sick leave or has been granted an unpaid disability leave.

**Vacations**

All 12 month full-time hourly employees will receive the following vacation days based upon experience.

<u>Employment Period</u>	<u>Earned Vacation</u>
1 Year	5 days
2 - 5 Years	10 days
6 - 15 years	15 days
16 years or more	20 days

All vacation day requests shall be approved by the administration. Vacation days will be non-cumulative but may be taken through June 30<sup>th</sup> of the following fiscal year. In the event a school holiday occurs during the employee’s vacation the time will be extended one day. Vacations will be limited to ten (10) days in succession unless approved by the Superintendent. Vacation requests will be granted according to seniority when necessary. All first year employees must work a minimum of 160 working days before they are eligible for vacation. Employees who are employed during a school year or who retire or resign during a school year will have their vacation days prorated according to how many days they actually work during the school year.

All part-time custodians who are employed on a 12 month basis will receive one day of vacation each year of service up to a maximum of 5 days vacation each year.

**Holidays**

All twelve (12) month, full-time hourly employees shall receive the following holidays at full pay:

- |                           |                        |
|---------------------------|------------------------|
| New Year’s Day            | Veteran’s Day          |
| Martin L. King’s Birthday | Thanksgiving Day       |
| Presidents’ Day           | Day After Thanksgiving |
| Good Friday               | Christmas Eve          |
| Memorial Day              | Christmas Day          |
| Independence Day          | New Year’s Eve         |
| Labor Day                 |                        |

All non-12 month employees will receive Christmas as a paid holiday.

If the holiday falls on a weekend the employee will receive a day off at full pay during the week preceding or following the holiday unless the Superintendent feels it is necessary for the employee to work every day for those two weeks in which case the employee will still receive a regular day’s pay

for the holiday. If the employee works on an authorized holiday, the employee will be paid one and one-half (1 ½) time the employee’s regular hourly rate in addition to their regular pay for the holiday.

Leaves For Service in the Military

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

School Visitation Leave

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

LEGAL REF.: 105 ILCS 5/10-20.7b, 5/24-2, and 5/24-6.  
820 ILCS 147.

CROSS REF.: 5:180, 5:185, 5:250

ADOPTED: June 21, 2001