

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

Persons who believe they have not received equal employment opportunities should report their claims to the Nondiscrimination Coordinator and/or a Complaint Manager for the Uniform Grievance Procedure. These individuals are listed in Exhibit 5:10-E. 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 of 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. Please refer to Board exhibit, 5:10-E, *Nondiscrimination Coordinator and Complaint Managers*.

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).
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.
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.
Ill. Whistleblower Act 740 ILCS 174 et seq.
775 ILCS 5/1-103 and 5/2-102.
Religious Freedom Restoration Act, 775 ILCS 35/5.
Ill. Equal Pay Act of 2003, 820 ILCS 112/1 et seq.
Victims' Economic Security and Safety Act, 820 ILCS 180/30.
23 Ill. Admin. Code § 1.230.
- CROSS REF.: 2:260 (Uniform Grievance Procedure), 5:20 (Sexual Harassment), 5:30 (Hiring Process and Criteria), 5:40 (Communicable and Chronic Infectious Disease), 5:70 (Religious Holidays), 5:180 (Temporary Illness or Temporary Incapacity), 5:250 (Leaves of Absence), 5:270 (Employment, At-Will, Compensation, and Assignment), 5:330 (Sick Days, Vacation, Holidays, and Leaves), 7:10 (Equal Educational Opportunities), 7:180 (Preventing Bullying, Intimidation, and harassment), 8:70 (Accommodating Individuals with Disabilities)
- ADOPTED: September 2, 2003
- REVISED: February 17, 2004
September 6, 2005
January 22, 2008

General Personnel

Exhibit - Nondiscrimination Coordinator and Complaint Managers

Nondiscrimination Coordinator:

Name Mr. William Kendall, Superintendent
 Address 15233 Pulaski Rd.
Midlothian, 60445
 Telephone (708) 389-1175

Complaint Managers:

Name	<u>Dr. David Kibelkis, Principal</u>	<u>Mrs. Renee Simms, Principal</u>
	<u>Ms. Michele Jurgens, Dean</u>	<u>Mr. David Staden, Assoc. Principal</u>
Address	<u>Bremen High School</u>	<u>Hillcrest High School</u>
	<u>15203 Pulaski Rd., Midlothian, 60445</u>	<u>17401 Pulaski Rd., Country Club Hills, 60478</u>
Telephone	<u>(708) 371-3600</u>	<u>(708) 799-7000</u>

Name	<u>Dr. David Wilson, Principal</u>	<u>Dr. Theresa Zielinski, Principal</u>
	<u>Dr. Savka Mladenovich, Asst. Principal</u>	<u>Mr. Randy Couwenhoven, Assoc. Principal</u>
Address	<u>Oak Forest High School</u>	<u>Tinley Park High School</u>
	<u>15201 Central Ave., Oak Forest, 60452</u>	<u>6111 W 175th St., Tinley Park, 60477</u>
Telephone	<u>(708) 687-0500</u>	<u>(708) 532-1900</u>

DATED: September 2, 2003

REVISED: February 17, 2004
 September 6, 2005
 August 15, 2006
 July 17, 2007

General Personnel

Sexual Harassment

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

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

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

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

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

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

Whom to Contact with a Report or Complaint

The Superintendent shall insert into this policy the names, addresses, and telephone numbers of the District's current Nondiscrimination Coordinator and Complaint Managers. Please refer to Board exhibit, 5:20-E, *Nondiscrimination Coordinator and Complaint Managers*.

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.; 34 C.F.R. §1604.11.
775 ILCS 5/2-101(E) and 5/2-102(D)
56 Ill. Admin. Code Parts 2500, 2510, 5210, and 5220.
Burlington Industries v. Ellerth, 118 S.Ct. 2257 (1998).
Faragher v. City of Boca Raton, 118 S.Ct. 2275 (1998).
Frankline v. Gwinnett Co. Public Schools, 112 S.Ct. 1028 (1992).
Harris v. Forklift Systems, 114 S.Ct. 367 (1993).
Jackson v. Birmingham Board of Education, 125 S.Ct. 1497 (2005).
Meritor Savings Bank v. Vinson, 106 S.Ct. 2399 (1986).
Oncale v. Sundown Offshore Services, 118 S.Ct. 998 (1998).
- CROSS REF.: 2:260 (Uniform Grievance Procedure), 5:10 (Equal Employment Opportunity and Minority Recruitment), 7:20 (Harassment of Students Prohibited)
- ADOPTED: September 2, 2003
- REVISED: February 17, 2004

General Personnel

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Telephone	<u>(708) 687-0500</u>	<u>(708) 532-1900</u>

DATED: September 2, 2003

REVISED: August 15, 2006
July 17, 2007

General Personnel

Hiring Process and Criteria

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

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

Job Descriptions

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

Investigations

The Superintendent or designee shall ensure that a fingerprint-based criminal history records check and a check of the Statewide Sex Offender Database and Violent Offender Against Youth Database (when available) is performed on each applicant as required by State law. The Superintendent or designee shall notify an applicant if the applicant is identified in either database. The Board President or designee will keep a conviction record confidential and share it only with the Superintendent, Regional Superintendent, State Superintendent, 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.

Physical Examinations

Please refer to the current “Collective Bargaining Agreement between Bremen Educational Support Team - IEA/NEA and the Board of Education of Bremen Community High School District 228.”

For employees not covered by this agreement:

New employees must furnish evidence of physical fitness to perform assigned duties and freedom from communicable disease, including tuberculosis. All physical fitness examinations and tests for tuberculosis must be performed by a physician licensed in Illinois, or any other state, to practice

medicine and surgery in any of its branches, or an advanced practice nurse who has a written collaborative agreement with a collaborating physician that authorizes the advanced practice nurse to perform health examinations, or a physician assistant who has been delegated the authority by his or her supervising physician to perform health examinations. The employee must have the physical examination and tuberculin test performed no more than 90 days before submitting evidence of same to the School Board.

Any employee may be required to have an additional examination by a physician who is licensed in Illinois to practice medicine and surgery in all its branches, or an advanced practice nurse who has a written collaborative agreement with a collaborating physician that authorizes the advanced practice nurse to perform health examinations, or a physician assistant who has been delegated the authority by his or her supervising physician to perform health examinations, if the examination is job-related and consistent with business necessity. The School Board will pay the expenses of any such examination.

Orientation Program

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

LEGAL REF.: Americans With Disabilities Act, 42 U.S.C. § 12112, 29 C.F.R. Part 1630.
Immigration Reform and Control Act, 8 U.S.C. § 1324a et seq.
105 ILCS 5/10-16.7, 5/10-5/10-20.7, 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 (2nd Dist. Ill. 1984).
Molitor v. Chicago Title & Trust Co., 59 N.E.2d 695 (1st Dist. Ill. 1945).

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

ADOPTED: September 2, 2003

REVISED: December 6, 2005
January 2, 2007

General Personnel

Compliance with the Fair Labor Standards Act

Job Classifications

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

Workweek and Compensation

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

Overtime

The School Board discourages overtime work by non-exempt employees. A non-exempt employee shall not work overtime without his or her supervisor’s express approval. All supervisors of non-exempt employees shall: (1) monitor overtime use on a weekly basis and report such use to the business office, (2) seek the Superintendent or designee’s written pre-approval for any long term or repeated use of overtime that can be reasonably anticipated, (3) ensure that overtime provisions of this policy and the FLSA are followed, and (4) ensure that employees are compensated for any overtime worked. Accurate and complete time sheets of actual hours worked during the workweek shall be signed by each employee and submitted to the business office. The business office will review work records of employees on a regular basis, make an assessment of overtime use, and provide the assessment to the Superintendent. In lieu of overtime compensation, non-exempt employees may receive compensatory time-off, according to Board policy 5:310, *Compensatory Time-Off*.

Suspension Without Pay

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

Implementation

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

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

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

ADOPTED: September 2, 2003

REVISED: September 7, 2004
January 4, 2005
August 18, 2009

General Personnel

Communicable and Chronic Infectious Disease

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

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

An employee with a communicable or chronic infectious disease will be permitted to retain his or her position whenever, after reasonable accommodations and without undue hardship, there is no substantial risk of transmission of the disease to others, provided an employee is able to continue to perform the position's essential functions. An employee with a communicable and chronic infectious disease remains subject to the Board's employment policies including sick and/or other leave, physical examinations, temporary and permanent disability, and termination.

LEGAL REF.: Americans with Disabilities Act, 42 U.S.C. § 12101 et seq.; 29 C.F.R. §1630.1 et seq.
Rehabilitation Act of 1973, 29 U.S.C. § 791; 34 C.F.R. § 104.1 et seq.
20 ILCS 2305/6.
105 ILCS 5/24-5.
820 ILCS 40/1 et seq.
Control of Communicable Diseases, 77 Ill. Admin. Code Part 690.

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

ADOPTED: September 2, 2003

REVISED: December 5, 2006

General Personnel

Drug- and Alcohol-Free Workplace

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

1. Unlawful manufacture, dispensing, distribution, possession, use, or being under the influence of a controlled substance while on District premises or while performing work for the District, and
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 means a substance that is:

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

As a condition of employment, each employee shall:

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

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

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

District Action Upon Violation of Policy

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

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

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

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

ADOPTED: September 2, 2003

General Personnel

Expenses

The Board of Education shall reimburse employees for expenses necessary for the performance of their duties provided the expenses have been approved by the Superintendent or designee. 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. Meal charges will be reimbursed up to \$40 per day broken down as: \$8 for breakfast, \$12 for lunch and \$20 for dinner.

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

ADOPTED: September 2, 2003

REVISED: February 17, 2004
December 5, 2006

General Personnel

Religious Holidays

The Superintendent shall grant an employee's request for time off to observe a religious holiday if the employee gives at least 24 hours (one business day) prior notice and the absence does not cause an undue hardship.

Employees may use earned vacation time, or personal leave, provided such time is consistent with the District's operational needs. Employees will not be permitted to use sick leave time to observe a religious holiday. A per diem deduction may also be requested by the employee.

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

ADOPTED: September 2, 2003

REVISED: December 5, 2006

General Personnel

Court Duty

Please refer to the following current collective bargaining agreements:

“Procedural Agreement between the Board of Education Bremen Community High School District 228, Cook County, Illinois and the Bremen District 228 Joint Faculty Association.”

“Collective Bargaining Agreement between Bremen Educational Support Team - IEA/NEA and the Board of Education of Bremen Community High School District 228.”

For employees not covered by these agreements:

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

The District will deduct any fees that an employee receives for such duties, less travel and meal expenses, from the employee's compensation, or make arrangements for the employee to endorse the fee check to the District.

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

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

ADOPTED: September 2, 2003

REVISED: December 5, 2006

General Personnel

Abused and Neglected Child Reporting

Any District employee who suspects or receives knowledge that a student may be an abused or neglected child shall immediately report such a case to the Illinois Department of Children and Family Services on its Child Abuse Hotline 800/25-ABUSE or 217/524-2606. The employee shall also promptly notify the Superintendent or Building Principal that a report has been made. All District employees shall sign the “*Acknowledgement of Mandated Reporter Status*” form provided by the Illinois Department of Child and Family Services (DCFS) and the Superintendent or designee shall ensure that the signed forms are retained.

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

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

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

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

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

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

ADOPTED: September 2, 2003

REVISED: March 7, 2006
January 2, 2007
March 3, 2009

General Personnel

Staff Development Program

Please refer to the current “Procedural Agreement between the Board of Education Bremen Community High School District 228, Cook County, Illinois and the Bremen District 228 Joint Faculty Association.”

For employees not covered by this agreement:

The Superintendent or designee 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 certificated staff members shall be designed to effectuate the District and School Improvement Plan so that student learning objectives meet or exceed goals established by the District and State.

The staff development program shall provide, at a minimum, at least once every 2 years, the in-service training of certificated school personnel and administrators shall include training on current best practices regarding the identification and treatment of attention deficit disorder and attention deficit hyperactivity disorder, the application of non-aversive behavioral interventions in the school environment, and the use of psychotropic or psychostimulant medication for school-age children.

At least every 2 years, the superintendent or designee shall arrange an in-service to train school personnel, at a minimum, to understand, provide information and referrals, and address issues pertaining to youth who are parents, expectant parents, or victims of domestic or sexual violence.

LEGAL REF.: 105 ILCS 5/2-3.60, 5/10-22.39, 5/10-23.12, 5/24-5, and 110/3.
745 ILCS 49/1 et seq. (Good Samaritan Act).

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

ADOPTED: September 2, 2003

REVISED: April 4, 2006
January 22, 2008

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: September 2, 2003

General Personnel

Ethics

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

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

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

Ethics and Gift Ban

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

Outside Employment and Conflict of Interest

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

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

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

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

CROSS REF.: 5:130 (Ethics and Gift Ban)

ADOPTED: September 2, 2003

REVISED: May 18, 2004
 January 4, 2005

General Personnel

Exhibit - Prohibited Political Activities and Gift Ban

Section 1-1. For purposes of this policy, the following terms shall be given these definitions:

“Campaign for elective office” means any activity in furtherance of an effort to influence the selection, nomination, election, or appointment of any individual to any federal, State, or local public office or office in a political organization, or the selection, nomination, or election of Presidential or Vice-Presidential electors, but does not include activities (i) relating to the support or opposition of any executive, legislative, or administrative action, (ii) relating to collective bargaining, or (iii) that are otherwise in furtherance of the person’s official duties.

“Candidate” means a person who has filed nominating papers or petitions for nomination or election to an elected office, or who has been appointed to fill a vacancy in nomination, and who remains eligible for placement on the ballot at a regular election, as defined in section 1-3 of the Election Code (10 ILCS 5/1-3).

“Collective bargaining” has the same meaning as that term is defined in Section 3 of the Illinois Public Labor Relations Act (5 ILCS 315/3).

“Compensated time” means, with respect to an employee, any time worked by or credited to the employee that counts toward any minimum work time requirement imposed as a condition of his or her employment, but for the purposes of this policy does not include any designated holidays, vacation periods, personal time, compensatory time off or any period when the employee is on a leave of absence. With respect to officers or employees whose hours are not fixed, “compensated time” includes any period of time when the officer is on premises under the control of the employer and any other time when the officer or employee is executing his or her official duties, regardless of location.

“Compensatory time off” means authorized time off earned by or awarded to an employee to compensate in whole or in part for time worked in excess of the minimum work time required of that employee as a condition of his or her employment.

“Contribution” has the same meaning as that term is defined in section 9-1.4 of the Election Code (10 ILCS 5/9-1.4).

“Employee” means a person employed by the Board of Education, whether on a full-time or part-time basis or pursuant to a contract, whose duties are subject to the direction and control of the employer with regard to the material details of how the work is to be performed, but does not include an independent contractor.

“Employer” means the Board of Education of School District 228, Cook County, Illinois.

“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 officer or employee.

“Leave of absence” means any period during which an employee does not receive (i) compensation for employment, (ii) service credit towards pension benefits, and (iii) health insurance benefits paid for by the employer.

“Officer” means a person who holds, by election or appointment, an office created by statute, regardless of whether the officer is compensated for service in his or her official capacity.

“Political activity” means any activity in support of or in connection with any campaign for elective office or any political organization, but does not include activities (i) relating to the support or opposition of any executive, legislative, or administrative action, (ii) relating to collective bargaining, or (iii) that are otherwise in furtherance of the person’s official duties.

“Political organization” means a party, committee, association, fund, or other organization (whether or not incorporated) that is required to file a statement of organization with the State Board of Elections or a county clerk under Section 9-3 of the Election Code (10 ILCS 5/9-3), but only with regard to those activities that require filing with the State Board of Elections or a county clerk.

“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 anything 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 any 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.
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 delegate, alternate, or proxy to a political party convention.
15. Participating in any recount or challenge to the outcome of any election.

“Prohibited source,” means any person or entity who:

1. is seeking official action (i) by an officer or (ii) by an employee, or by the officer or another employee directing that employee;
2. does business or seeks to do business (i) with the officer or (ii) with an employee, or with the officer or another employee directing that employee;
3. conducts activities regulated (i) by the officer or (ii) by an employee, or by the officer or another employee directing that employee; or
4. has interests that may be substantially affected by the performance or non-performance of the official duties of the officer or employee.

Section 2-1. Prohibited Political Activities

No officer or employee shall intentionally perform any prohibited political activity during any compensated time, as defined herein. No officer or employee shall intentionally use any property or resources of the Board of Education in connection with any prohibited political activity.

At no time shall any officer or employee intentionally require any other officer or employee to perform any prohibited political activity (i) as part of that officer or employee's duties, (ii) as a condition of employment, or (iii) during any compensated time off (such as holidays, vacation or personal time).

No officer or employee shall be required at any time to participate in any prohibited political activity in consideration for that officer or employee being awarded additional compensation or any benefit, whether in the form of a salary adjustment, bonus, compensatory time off, continued employment or otherwise, nor shall any officer or employee be awarded additional compensation or any benefit in consideration for his or her participation in any prohibited political activity.

Nothing in this Section prohibits activities that are permissible for an officer or employee to engage in as part of his or her official duties, or activities that are undertaken by an officer or employee on a voluntary basis which are not prohibited by this policy.

No person either (i) in a position that is subject to recognized merit principals of public employment or (ii) in a position the salary for which is paid in whole or in part by federal funds and that is subject to the Federal Standards for a Merit System of Personnel Administration applicable to grant-in-aid programs, shall be denied or deprived of employment or tenure solely because he or she is a member of an officer of a political committee, of a political party, or of a political organization or club.

Section 3-1. Gift Ban

Except as permitted by this Article, no officer or employee, and no spouse of or immediate family member living with an officer or employee (collectively referred to herein as "recipients"), shall intentionally solicit or accept any gift from any prohibited source, as defined herein, or which is otherwise prohibited by law or policy. No prohibited source shall intentionally offer or make a gift that violates this Section.

Section 3-2. Exceptions

Section 3-1 is not applicable 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 officer or employee, or his or her spouse or immediate family member, pays the fair market value.

3. Any (i) contribution that is lawfully made under the Election Code or (ii) 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 business.
6. 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.
7. Anything provided by an individual on the basis of a personal friendship unless the recipient has reason to believe that, under the circumstances, the gift was provided because of the official position or employment of the recipient or his or her spouse or immediate family member and not because of the personal friendship. In determining whether a gift is provided on the basis of personal friendship, the recipient 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 recipient 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 recipient the individual who gave the gift also at the same time gave the same or similar gifts to other officers or employees, or their spouses or immediate family members.
8. Food or refreshments not exceeding \$75 per person in value on a single calendar day; provided that the food or refreshments are (i) consumed on the premises from which they were purchased or prepared or (ii) catered. For the purposes of this Section, "catered" means food or refreshments that are purchased ready to consume which are delivered by any means.
9. Food, refreshments, lodging, transportation, and other benefits resulting from outside business or employment activities (or outside activities that are not connected to the official duties of an officer or employee), if the benefits have not been offered or enhanced because of the official position or employment of the officer or employee, and are customarily provided to others in similar circumstances.
10. Intra-governmental and inter-governmental gifts. For the purpose of this Act, "intra-governmental gift" means any gift given to an officer or employee from another officer or employee, and "inter-governmental gift" means any gift given to an officer or employee by an officer or employee of another governmental entity.
11. Bequests, inheritances, and other transfers at death.
12. Any item or items from any one prohibited source during any calendar year having a cumulative total value of less than \$100.

Each of the exceptions listed in this Section is mutually exclusive and independent of every other.

Section 3-3. Disposition of gifts

An officer or employee, his or her spouse of an immediate family member living with the officer or employee, does not violate this policy of the recipient promptly takes reasonable action to return a gift from a prohibited source 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 of 1986, as now or hereafter amended, renumbered, or succeeded.

Enforcement and Penalties

Section 4-1. Any alleged violations of this policy shall be referred to the States' Attorney.

Section 4-2. The penalties for violations of this policy shall be those as determined applicable and provided by law. In addition, any employee who violates this policy shall be subject to appropriate discipline by the Board up to dismissal.

LEGAL REF.: 5 ILCS 430/1 et seq.
5 ILCS 430/70-5

CROSS REF.: 2:80 (Board Member Ethics)
2:100 (Board Member Conflict of Interest)
5:120 (Ethics)

ADOPTED: September 2, 2003

REVISED: May 18, 2000

General Personnel

Responsibilities Concerning Internal Information

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

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

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

ADOPTED: February 5, 2008

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.

CROSS REF.: 8:90 (Parent Organizations and Booster Clubs)

ADOPTED: September 2, 2003

General Personnel

Personnel Records

Please refer to the following current collective bargaining agreements:

“Procedural Agreement between the Board of Education Bremen Community High School District 228, Cook County, Illinois and the Bremen District 228 Joint Faculty Association.”

“Collective Bargaining Agreement between Bremen Educational Support Team - IEA/NEA and the Board of Education of Bremen Community High School District 228.”

For employees not covered by these agreements:

The Superintendent or designee shall manage the maintenance of personnel records in accordance with State and federal law and School Board policy. Records, as determined by the Superintendent, are retained for all employment applicants, employees, and former employees given the need for the District to document employment-related decisions, evaluate program and staff effectiveness, and comply with government recordkeeping and reporting requirements. Personnel records shall be maintained in the District's administrative office, under the Superintendent's direct supervision.

An employee will be given access to his or her personnel records according to State law and guidelines developed by the Superintendent. No one else may have access to an employee's personnel files and personal information except for: (1) a supervisor or management employee who has an employment or business-related reason to inspect the records, or (2) anyone who has the employee's written consent.

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

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

LEGAL REF.: 745 ILCS 46/10
820 ILCS 40/1 et seq.
23 Ill. Admin. Code § 1.660.

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

ADOPTED: September 2, 2003

REVISED: December 5, 2006
March 3, 2009

General Personnel

Copyright

Works Made for Hire

The Superintendent or designee shall manage the development of instructional materials and computer programs by employees during the scope of their employment in accordance with State and federal laws and School Board policies. Whenever an employee is assigned to develop instructional materials and/or computer programs, or otherwise performs such work within the scope of his or her employment, it is assured the District shall be the owner of the copyright.

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. 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 designee 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. No staff member shall, without first obtaining the permission of the Superintendent or designee, install or download any program on a District-owned computer. 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: September 2, 2003

REVISED: December 5, 2006

General Personnel

Temporary Illness or Temporary Incapacity

Please refer to the following current collective bargaining agreements:

“Procedural Agreement between the Board of Education Bremen Community High School District 228, Cook County, Illinois and the Bremen District 228 Joint Faculty Association.”

“Collective Bargaining Agreement between Bremen Educational Support Team - IEA/NEA and the Board of Education of Bremen Community High School District 228.”

For employees not covered by these agreements:

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

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

If illness, incapacity, or any other condition causes an employee to be absent in one school year, after exhaustion of all available leave, for more than 90 consecutive work days, such absence may be considered a permanent disability and the Board may consider beginning dismissal proceedings subject to the provisions of the State and Federal law, including the Americans with Disabilities Act. The Superintendent may recommend this paragraph's use when circumstances strongly suggest that the employee returned to work intermittently in order to avoid this paragraph's application.

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

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

CROSS REF.: 5:30 (Hiring Process and Criteria), 5:185 (Family and Medical Leave), 5:250 (Leaves of Absence), 5:330 (Sick Days, Vacation, Holidays, and Leaves)

ADOPTED: September 2, 2003

REVISED: February 17, 2004
December 6, 2005
February 5, 2008

General Personnel

Family and Medical Leave

Leave Description

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

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

While FMLA leave is normally unpaid, the District will substitute an employee's accrued compensatory time-off and/or paid leave for unpaid FMLA leave. All policies and rules regarding the use of paid leave apply when paid leave is substituted for unpaid FMLA leave. Any substitution of paid leave for unpaid FMLA leave will count against the employee's FMLA leave entitlement. Use of FMLA leave shall not preclude the use of other applicable unpaid leave that will extend the employee's leave beyond 12 weeks, provided that the use of FMLA leave shall not serve to extend such other unpaid leave. Any full work week period during which the employee would not have been required to work, including summer break, winter break, and spring break, is not counted against the employee's FMLA leave entitlement.

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

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

treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list.

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

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

Eligibility

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

1. The employee has been employed by the District for at least 12 months and has been employed for at least 1,250 hours of service during the 12-month period immediately before the beginning of the leave. The 12 months an employee must have been employed by the District need not be consecutive. However, the District will not consider any period of previous employment that occurred more than 7 years before the date of the most recent hiring, except when the service break is due to National Guard or Reserve military service or when a written agreement exists concerning the District's intention to rehire the employee.
2. The employee is a full-time classroom teacher.

Requesting Leave

If the need for the FMLA leave is foreseeable, an employee must provide the Superintendent or designee with at least 30 days' advance notice before the leave is to begin. If 30 days' advance notice is not practicable, the notice must be given as soon as practicable. The employee shall make a reasonable effort to schedule a planned medical treatment so as not to disrupt the District's operations, subject to the approval of the health care provider administering the treatment. The employee shall provide at least verbal notice sufficient to make the Superintendent or designee aware that he or she needs FMLA leave, and the anticipated timing and duration of the leave. Failure to give the required notice for a foreseeable leave may result in a delay in granting the requested leave until at least 30 days after the date the employee provides notice.

Certification

Within 15 calendar days after the Superintendent or designee makes a request for certification for a FMLA leave, an employee must provide one of the following:

1. When the leave is to care for the employee's covered family member with a serious health condition, the employee must provide a certificate completed by the family member's health care provider.
2. When the leave is due to the employee's own serious health condition, the employee must provide a certificate completed by the employee's health care provider.
3. When the leave is to care for a covered service member with a serious illness or injury, the employee must provide a certificate completed by an authorized health care provider for the covered service member.

4. When the leave is because of a qualified exigency, the employee must provide a copy of the covered military member's active duty orders or other documentation issued by the military indicating that the military member is on active duty or call to active duty status in support of a contingency operation, and the dates of the covered military member's active duty service.

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

The District may require recertification at reasonable intervals, but not more often than once every 30 days. Regardless of the length of time since the last request, the District may request recertification when the (1) employee requests a leave extension, (2) circumstances described by the original certification change significantly, or (3) District receives information that casts doubt upon the continuing validity of the original certification. Recertification is at the employee's expense and must be provided to the District within 15 calendar days after the request. The District may request recertification every 6 months in connection with any absence by an employee needing an intermittent or reduced schedule leave for conditions with a duration in excess of 6 months.

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

Continuation of Health Benefits

During a FMLA leave, employees are entitled to continuation of health benefits that would have been provided if they were working. Any share of health plan premiums being paid by the employee before taking the leave, must continue to be paid by the employee during the FMLA leave. A District's obligation to maintain health insurance coverage ceases if an employee's premium payment is more than 30 days late and the District notifies the employee at least 15 days before coverage will cease.

Changed Circumstances and Intent to Return

An employee must provide the Superintendent or designee reasonable notice of changed circumstances (i.e. within 2 business days if the changed circumstances are foreseeable) that will alter the duration of the FMLA leave. The Superintendent or designee, taking into consideration all of the relevant facts and circumstances related to an individual's leave situation, may ask an employee who has been on FMLA leave for 8 consecutive weeks whether he or she intends to return to work.

Return to Work

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

An employee returning from a FMLA leave will be given an equivalent position to his or her position before the leave, subject to: (1) permissible limitations the District may impose as provided in the FMLA or implementing regulations, and (2) the District's reassignment policies and practices.

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

Implementation

The Superintendent or designee shall ensure that: (1) all required notices and responses to leave requests are provided to employees in accordance with the FMLA; and (2) this policy is implemented

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

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

CROSS REF.: 5:180 (Temporary Illness or Temporary Incapacity), 5:250 (Leaves of Absence),
5:310 (Compensatory Time-Off), 5:330 (General Provisions)

ADOPTED: September 2, 2003

REVISED: July 21, 2009

General Personnel

Tax Sheltered Plans

Deferred Compensation

The Board of Education has authorized voluntary participation by employees of School District 228 in a Board of Education approved deferred compensation plan. All approved plans must conform with federal and State tax laws along with any copyright laws applicable.

Tax Sheltered Annuity

Subject to Board of Education approval, District employees may participate in a Board of Education approved program conforming with the Technical Amendments Act of 1958 relative to staff voluntary tax sheltered retirement annuity privileges. The cost shall be borne by the individual through payroll deductions provided written authorization is received.

ADOPTED: September 2, 2003

Professional Personnel

Teacher Qualifications

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

1. Each teacher must:
 - a. Have a valid Illinois certificate that legally qualified the teacher for the duties for which the teacher is employed.
 - b. Provide the District Office with a complete transcript of credits earned in institutions of higher education and, annually by July 1, provide the District Office with a transcript of any credits earned since the date the last transcript was filed.
 - c. Notify the Superintendent of any change in the teacher's transcript.
2. All teachers with primary responsibility for instructing students in the core academic subject areas (science, the arts, reading or language arts, English, history, civics and government, economics, geography, world language, and mathematics) must be *highly qualified* for those assignments as determined by State and federal law.

The Superintendent or designee shall:

1. Monitor compliance with State and federal law requirements that teachers be appropriately certified and *highly qualified* for their assignments;
2. Through incentives for voluntary transfers, professional development, recruiting programs, or other effective strategies, ensure that minority students and students from low-income families are not taught at higher rates than other students by unqualified, out-of-field, or inexperienced teachers; and
3. Ensure parents/guardians of students in schools receiving Title I money are notified: (a) of their right to request their students' classroom teachers' professional qualifications, and (b) whenever their child is assigned to, or has been taught for 4 or more consecutive weeks by, a teacher who is not highly qualified.

LEGAL REF.: 20 U.S.C. § 6319.
34 C.F.R § 200.55, 56, and 57, and 61.
105 ILCS 5/10-20.15, 5/21-1, 5/21-10, 5/21-11.4, and 5/24-23.
23 Ill. Admin. Code Part 25.

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

ADOPTED: September 2, 2003

REVISED: February 17, 2004
January 4, 2005
July 15, 2008

Professional Personnel

Terms and Conditions of Employment and Dismissal

School Calendar, School Day, Salary, Dismissal, Evaluation

Please refer to the current “Procedural Agreement between the Board of Education Bremen Community High School District 228, Cook County, Illinois and the Bremen District 228 Joint Faculty Association.”

The School Board delegates authority and responsibility to the Superintendent to manage the terms and conditions for the employment of professional personnel. The Superintendent shall act reasonably and comply with the State and federal law as well any applicable collective bargaining agreement in effect. The Superintendent is responsible for making dismissal recommendations to the Board consistent with the Board’s goal of having a highly qualified, high performing staff.

Duty-Free Lunch

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

Nursing Mothers

The District accommodates employees who are nursing mothers according to provisions in the Nursing Mothers in the Workplace Act.

Assignments and Transfers

Please refer to the current “Procedural Agreement between the Board of Education Bremen Community High School District 228, Cook County, Illinois and the Bremen District 228 Joint Faculty Association.”

The Superintendent is authorized to make teaching, study hall, extra class duty, and co-curricular assignments. In order of priority, assignments shall be made based on the District's needs and best interests, employee qualifications, and employee desires.

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.

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

ADOPTED: September 2, 2003

REVISED: May 3, 2005

Professional Personnel

Resignations

Please refer to the current “Procedural Agreement between the Board of Education Bremen Community High School District 228, Cook County, Illinois and the Bremen District 228 Joint Faculty Association.”

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

LEGAL REF.: 105 ILCS 5/24-14.
Park Forest Heights School Dist. V. State Teacher Certification Bd., 842 N.E.2d
1230 (Ill. App. 1, 2006)

ADOPTED: September 2, 2003

REVISED: December 5, 2006

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.

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

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

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

ADOPTED: September 2, 2003

REVISED: May 3, 2005

Professional Personnel

Maintaining Student Discipline

Please refer to the current “Procedural Agreement between the Board of Education Bremen Community High School District 228, Cook County, Illinois and the Bremen District 228 Joint Faculty Association.”

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. The Superintendent shall ensure that teachers, other certificated employees, and persons providing a student’s related service: (1) maintain discipline in the schools as required in The School Code, and (2) follow the Board policies and administrative procedures on student conduct and discipline.

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 the Board policy and administrative procedures.

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

LEGAL REF.: 105 ILCS 5/24-24.
23 Ill. Admin. Code § 1.280.

CROSS REF.: 2:150 (Committees), 7:190 (Student Discipline), 7:230 (Misconduct by Students with Disabilities)

ADOPTED: September 2, 2003

REVISED: December 5, 2006

Professional Personnel

Suspension

Suspension Without Pay

The Board of Education may suspend without pay (1) a professional employee pending a dismissal hearing, or (2) a teacher as a disciplinary measure for up to 30 employment days for misconduct that is detrimental to the School District. Administrative staff members may not be suspended without pay as a disciplinary measure.

Misconduct that is detrimental to the School District includes:

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

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

Suspension With Pay

Please refer to the current “Procedural Agreement between the Board of Education Bremen Community High School District 228, Cook County, Illinois and the Bremen District 228 Joint Faculty Association.”

If any employee is placed on suspension without pay and/or leave with pay pending the outcome of a criminal investigation or prosecution and the employee is subsequently removed from employment due to his or her resultant criminal conviction, then the employee shall be indebted to the District for all compensation and the value of all benefits received during the time of the suspension and/or leave and must forthwith pay the full amount to the District.

LEGAL REF.: 5 ILCS 430 et seq.
105 ILCS 5/24-12.
Cleveland Board of Education v. Loudermill, 105 S.Ct. 1487 (1985).
Barszcz v. Community College District No. 504, 400 F.Supp. 675 (N.D.Ill., 1975).
Massie v. East St. Louis School District No. 189, 561 N.E.2d 246 (Ill.App.5, 1990).

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

ADOPTED: September 2, 2003

REVISED: May 3, 2005
February 3, 2009

Professional Personnel

Leaves of Absence

Sick Leave (defined in State law as personal illness quarantine at home, serious illness or death in the immediate family or household, or birth, adoption, or placement for adoption), Personal Leave, Parental Leave, Leaves for Service in the Military and General Assembly, Advanced Study, Professional Meetings, Exploratory Career Leave.

Please refer to the current “Procedural Agreement between the Board of Education Bremen Community High School District 228, Cook County, Illinois and the Bremen District 228 Joint Faculty Association.”

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

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. Professional staff members with no accrued leave will be docked for any school visitation hours taken.

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

Leaves for Victims of Domestic or Sexual Violence

Any professional staff member may take an unpaid leave from work who: (1) is a victim of domestic or sexual violence, or (2) has a family, or household member who is a victim of domestic or sexual violence whose interests are not adverse to the employee as it relates to the domestic or sexual violence. The unpaid leave allows the employee to seek medical help, legal assistance, counseling, safety planning, and other assistance without suffering adverse employment action.

The Victims' Economic Security and Safety Act, governs the purpose, requirements, scheduling, and continuity of benefits, and all other terms of the leave. Accordingly, an employee is entitled to a total of 12 workweeks of leave during any 12-month period. Neither the law nor this policy creates a right for an employee to take unpaid leave that exceeds the unpaid leave time allowed under, or is in addition to the unpaid leave time permitted by, the federal Family and Medical Leave Act of 1993 (29 U.S.C. § 2601, et seq.).

LEGAL REF.: 20 ILCS 1805/30.1 et seq.
105 ILCS 5/24-6, 5/24-6.1, 5/24-6.2, 5/24-6.3, 5/24-13, and 5/24-13.1.
820 ILCS 147/1 et seq., and 180/1 et seq.

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

ADOPTED: September 2, 2003

REVISED: February 17, 2004
January 2, 2007
January 22, 2008
February 3, 2009

Professional Personnel

Student Teachers

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

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

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

ADOPTED: September 2, 2003

REVISED: May 3, 2005

Educational Support Personnel

Employment At-Will, Compensation, and Assignment

Employment At-Will

Unless otherwise specifically provided, District employment is at-will, meaning that employment may be terminated by the District or employee at any time for any reason, other than a reason prohibited by law, or no reason at all. Nothing in School Board policy is intended or should be construed as altering the employment at-will relationship.

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

Compensation

The School Board will determine salary and wages for educational support personnel. Increments are dependent on evidence of continuing satisfactory performance. An employee covered by the overtime provisions in State or federal law, shall not work overtime without the prior authorization from the employee's immediate supervisor. Educational support personnel are paid every 2 weeks.

Assignment

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.
Cook v. Eldorado Community Unit School District, No. 03-MR-32 (Ill.App.5, 2004).
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).

CROSS REF.: 5:10 (Equal Employment Opportunity and Minority Recruitment), 5:35 (Compliance with the Fair Labor Standards Act), 5:290 (Educational Support Personnel - Employment Termination and Suspensions), 5:310 (Educational Support Personnel - Compensatory Time-Off)

ADOPTED: September 2, 2003

REVISED: May 3, 2005
December 5, 2006

Educational Support Personnel

Duties and Qualifications

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

Paraprofessionals and Teacher Aides

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

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

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

Noncertificated Personnel Working with Students Performing Non-Instructional Duties

Noncertificated personnel performing non-instructional duties may be used:

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

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

Coaches and Athletic Trainers

Athletic coaches and trainers shall have the qualifications required by any association in which the School District maintains a membership. Regardless of whether the athletic activity is regulated by an association, all coaches must have completed a course on coaching principles and sport first aid. The Superintendent or designee shall ensure that all coaches have completed appropriate training programs. Anyone performing athletic training services shall be licensed under the Illinois Athletic Trainers Practice Act, be an athletic trainer aide performing care activities under the on-site supervision of a licensed athletic trainer, or otherwise be qualified to perform athletic trainer activities under State law.

Bus Drivers

All school bus drivers must have a valid school bus driver permit. New bus drivers and bus drivers who are returning from a lapse in their employment are subject to the requirements contained in

Board policy 5:30, *Hiring Process and Criteria* and Board policy 5:285, *Drug and Alcohol Testing for School Bus and Commercial Vehicle Drivers*.

LEGAL REF.: No Child Left Behind Act of 2001, 20 U.S.C. §6319(c)
34 C.F.R. §§ 200.58 and 200.59.
105 ILCS 5/10-22.34, 5/10-22.34a, and 5/10-22.34b.
625 ILCS 5/6-104 and 5/6-106.1.
23 Ill.Admin.Code §§25.510, 25.520.

CROSS REF.: 4:110 (Transportation), 4:170 (Safety), 5:30 (Hiring Process and Criteria), 5:35 (Compliance with the Fair Labor Standards Act), 5:285 (Drug and Alcohol Testing for School Bus and Commercial Vehicle Drivers), 6:250 (Community Resource Persons and Volunteers)

ADOPTED: September 2, 2003

REVISED: February 17, 2004
September 7, 2004
April 4, 2006

Educational Support Personnel

Drug and Alcohol Testing for School Bus and Commercial Vehicle Drivers

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

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

This policy shall not be implemented, and no administrative procedures will be needed, until it is reasonably foreseeable that the District will hire staff for a position(s) requiring a commercial driver's license.

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

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

ADOPTED: September 2, 2003

Educational Support Personnel

Employment Termination and Suspensions

Retirement

Please refer to the current “Collective Bargaining Agreement between Bremen Educational Support Team - IEA/NEA and the Board of Education of Bremen Community High School District 228.”

For employees not covered by this agreement:

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

Non-RIF Dismissal

The District may terminate an at-will employee at any time for any or no reason, but not for a reason prohibited by State or federal law. The Superintendent may recommend an employee's discharge subject to the Board of Education's approval.

Employees who are employed annually or have a contract, or who otherwise have a legitimate expectation of continued employment, may be dismissed: (1) at the end of the school year or at the end of their respective contract after being provided appropriate notice and after compliance with any applicable contractual provisions, or (2) mid-year or mid-contract provided appropriate due process procedures are provided.

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

Reduction in Force and Recall

Please refer to the current “Collective Bargaining Agreement between Bremen Educational Support Team - IEA/NEA and the Board of Education of Bremen Community High School District 228.”

For employees not covered by this agreement:

This section is applicable whenever the Board decides to decrease the number of educational support personnel or to discontinue some particular type of educational support service and, as a result of that action, an educational support employee is removed, dismissed, or his or her hours are reduced.

The Board shall use a seniority list to determine the order of dismissal or removal. The seniority list, categorized by positions, shows the length of continuing service of each full-time educational support employee. The employee with the shorter length of continuing service within the respective category of position shall be dismissed first.

Except as provided below, written notice will be given to the employee by certified mail, return receipt requested, at least 30 days before the employee is removed or dismissed, or his or her hours are reduced, together with a statement of honorable dismissal and the reason therefore if applicable. The prior written notice will be extended to at least 90 days if the lay-off is due to the District entering into a contract with a third party for non-instructional services. The prior written notice will be shortened to at least 5 days before an employee's hours are reduced as a result of an unforeseen reduction in the student population.

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

Final Paycheck

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

Suspension

Except as provided below, the Superintendent is authorized to suspend an employee with 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, 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.

If any employee is placed on suspension without pay and/or leave with pay pending the outcome of a criminal investigation or prosecution and the employee is subsequently removed from employment due to his or her resultant criminal conviction, then the employee shall be indebted to the District for all compensation and the value of all benefits received during the time of the suspension and/or leave and must forthwith pay the full amount to the District.

LEGAL REF.: 5 ILCS 430 et seq.
105 ILCS 5/10 22.34c and 5/10 23.5.
820 ILCS 105/4a.

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

ADOPTED: September 2, 2003

REVISED: May 3, 2005
January 22, 2008
February 3, 2009

Educational Support Personnel

Schedules and Employment Year

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

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

Twelve-Month Employees

Please refer to the current "Collective Bargaining Agreement between Bremen Educational Support Team - IEA/NEA and the Board of Education of Bremen Community High School District 228."

For employees not covered by this agreement:

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

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

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

Ten-Month Employees

Please refer to the current "Collective Bargaining Agreement between Bremen Educational Support Team - IEA/NEA and the Board of Education of Bremen Community High School District 228."

For employees not covered by this agreement:

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

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

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

School Year Employees

Please refer to the current "Collective Bargaining Agreement between Bremen Educational Support Team - IEA/NEA and the Board of Education of Bremen Community High School District 228."

For employees not covered by this agreement:

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

Hourly Employees

Please refer to the current “Collective Bargaining Agreement between Bremen Educational Support Team - IEA/NEA and the Board of Education of Bremen Community High School District 228.”

For employees not covered by this agreement:

Work as needed and approved by immediate supervisor.

Supervisory Staff

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

Breaks

Please refer to the current “Collective Bargaining Agreement between Bremen Educational Support Team - IEA/NEA and the Board of Education of Bremen Community High School District 228.”

For employees not covered by this agreement:

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

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

ADOPTED: September 2, 2003

REVISED: December 5, 2006

Educational Support Personnel

Compensatory Time-Off

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

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

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

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

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

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

Implementation

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

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

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

ADOPTED: September 2, 2003
September 7, 2004

REVISED: August 18, 2009

Educational Support Personnel

Evaluation

Please refer to the current “Collective Bargaining Agreement between Bremen Educational Support Team - IEA/NEA and the Board of Education of Bremen Community High School District 228.”

The Superintendent or designee is responsible for designing and implementing a program for evaluating the job performance of each educational support staff member according to standards contained in Board policies as well as in compliance with State law and any applicable bargaining agreement. The standards for the evaluation program shall include, but not be limited to:

1. Each employee shall be evaluated bi-annually.
2. The district supervisor shall provide input.
3. The employee’s work quality, promptness, attendance, reliability, conduct, judgment, and cooperation shall be considered.
4. The employee shall receive a copy of the evaluation.
5. All evaluations shall comply with State and federal law and any applicable collective bargaining agreement.

CROSS REF.: 5:10 (Equal Employment Opportunity and Minority Recruitment), 5:150
(Personnel Records)

ADOPTED: September 2, 2003

REVISED: December 5, 2006

Educational Support Personnel

General Provisions

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

Applications

All applications shall be directed to the Central Administration Office.

Selection

Employment will be tendered on the basis of prior experience, character references, and general aptitudes, but without regard to sex, race, religion, national origin, political affiliations, or marital status.

Conditions of Employment

1. Upon employment, the employee must submit a physical examination and tuberculosis report, criminal background investigation check, abuse and/or neglected child reporter (District Form #70), and any other requirements prescribed by law. All new employees shall be placed on a ninety (90) calendar day probationary period. All employees are hired by the District for employment within the District and not for a particular school.
2. All custodians shall wear District uniforms.
3. The scheduled work week for custodial and maintenance employees shall be forty (40) hours per week for full-time employees.

Compensation

1. Salary or wages shall be according to the schedule recommended by the administration and approved by the Board of Education.
2. In exceptional circumstances where overtime becomes necessary, employees will be paid 1 1/2 times their regular rate. Overtime shall be pre-approved by the immediate supervisor/administrator.
3. Fringe benefits provided by the Board of Education shall be available to all educational support personnel employed a minimum of 6 1/2 hours a day, five (5) days per week or equivalent time during the regular school year.
4. Jury Duty - Full-time educational support personnel shall not suffer a loss in salary or wages because of jury duty. No payroll deductions will be made for days served on jury duty, except compensation received by the jury commission. This does not include monies paid to the employee for transportation and parking.

Seniority

Seniority shall govern promotions and transfers when all other factors are determined to be equal. Employees shall be notified of vacancies which exist in their department and may make application

for such positions according to established procedure. In the event of a reduction in work force, employees with the most seniority will be retained by classification.

Vacations

As approved by the Board of Education, all twelve month employees shall receive two (2) weeks of paid vacation after one (1) year of service and after five (5) years of service shall receive three (3) weeks of paid vacation and after ten (10) years of service shall receive four (4) weeks of paid vacation; except that in the first year of employment, twelve month employees of record on June 30 will be entitled to a pro-rated share of vacation. Earned vacation is to be determined as of June 30 of each year. All employees must take their respective vacations and complete them within the prescribed periods as set by the administration.

Holidays

The following legal school holidays will be observed:

1. New Year's Day
2. Martin Luther King Day
3. Lincoln's Birthday
4. Pulaski Day
5. Memorial Day
6. Independence Day
7. Labor Day
8. Columbus Day
9. Veteran's Day
10. Thanksgiving Day
11. Christmas Day

One paid floating holiday may be added to the yearly educational support personnel calendar as designated by the Superintendent.

If the above-mentioned holiday occurs on a day when a full-time employee is not scheduled to work, he/she shall be given an alternate day off.

Leaves and Absences

1. **Sick Leave.** Sick leave is defined in State law as personal illness, quarantine at home, serious illness or death in the immediate family or household, or birth, adoption, or placement for adoption. The Superintendent and/or designee shall monitor the use of sick leave.

Full-time educational support personnel are granted sick leave upon reporting for work. All full-time twelve month employees shall be entitled to twelve (12) sick leave days while ten month employees shall be entitled to ten (10) sick leave days per year and may accumulate unlimited sick days during their employment. Sick leave may not be used prior to being granted.

The Board may require a physician's certificate from a physician licensed in Illinois to practice medicine and surgery in all its branches, an advanced practice nurse who has a written collaborative agreement with a collaborating physician that authorizes the advanced practice nurse to perform health examinations, a physician assistant who has been delegated the authority by his or her supervising physician to perform health examinations, or if the

treatment is by prayer or spiritual means, that of a spiritual adviser or practitioner of such person's faith, as a condition for paying sick leave after 3 days' absence for personal illness, or as it deems necessary in other cases. If the Board requires a certificate during a leave of less than 3 days, it shall pay the expenses incurred by the employee.

2. **Personal Business Leave.** Two days of personal business leave will be provided for each full-time employee per year on a non-cumulative basis. The employee shall request such leave, in writing, 24 hours prior to the date the leave is to begin, except in cases of emergency. The reason or nature of business need not be stated and will not be used to judge eligibility for leave. In emergency cases, where advance notification is not possible, the emergency circumstances will be stated in writing and leave granted on the basis of this emergency. On July 1 of each year or at the time of separation, any unused personal business days will be converted and transferred to accumulated sick leave.
3. **Workers' Compensation.** Absence due to duty connected injury or liability shall not be deducted from accumulated sick leave up to a maximum of thirty (30) working days. In such cases, the Board of Education shall pay the individual full salary less worker's compensation; provided, however, that the individual did not contribute to the occurrence that caused the injury.

Other Leaves

Educational support personnel receive the following leaves on the same terms and conditions granted professional personnel in policy 5:250, *Leaves of Absence*:

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

Insurance

After a probationary period of ninety (90) calendar days, a group insurance program will be provided for all full-time employees and their eligible dependents at reduced or no cost to the employee as determined by the administration and the Board of Education. The ninety (90) calendar day probationary period will be waived for persons who have been employed by the District in a part-time capacity for a period of six months or more, immediately preceding full-time employment.

Employee Organizations

Employees of District 228 may organize and participate in employee associations.

Recognized general purposes of such associations will be to work with the District school administrators and ultimately with the Board of Education in matters pertaining to the maintenance and improvement of the educational environment and employee/employer relations.

Pension

According to qualifications, the employee shall be covered by either the Illinois Municipal Retirement Fund or Federal Insurance Contributions Act.

Separation

Subject to final ratification by the Board of Education, the separation of employees shall be made by the Superintendent. Such action will normally be taken upon the recommendation of the employee's immediate supervisor. Each person leaving the employment of this District shall forward all school property to his/her immediate supervisor before receiving final salary or wage payment. Such employees shall be paid for earned vacation provided at least two weeks notice was given to their immediate supervisor. Any educational support personnel employee who terminates employment with District 228 and who has:

- a. worked a minimum of one year for District 228,
- b. provided at least two (2) weeks notice prior to termination, and
- c. not been dishonorably discharged,

will receive an allowance at an amount to be determined by the Board of Education for unused sick leave up to sixty (60) days. An employee who retires from active service in District 228 will receive a Board of Education determined allowance for all unused sick days.

Discipline of Employees

Any employee who violates any rule, regulation, policy, or directive of the Board of Education, or any directive of officers, administrators, or supervisors may be suspended without pay for a period of up to ten (10) work days for each incident of misconduct. In cases of emergency, the Superintendent may suspend an employee pending Board of Education review of the matter.

An employee may also be suspended without pay for a specified period of time for incompetence, cruelty, negligence, immorality, or other sufficient cause whenever, in the opinion of the Board of Education, the interests of the school require such suspension.

An employee may also be suspended with pay, censured, reprimanded, either orally or in writing, or otherwise disciplined by the Board of Education for any violation or reason for which suspension without pay is authorized by items 1 and 2 hereof.

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

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

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