

**HAMILTON COMMUNITY CONSOLIDATED SCHOOL DISTRICT NO.328**

**SECTION 5**

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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, creed, religion, national origin, sex, sexual orientation, age, ancestry, marital status, arrest record, military status, order of protection 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, genetic information, physical or mental handicap or disability, if otherwise able to perform the essential functions of the job with reasonable accommodation, and other legally protected categories.

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

### Administrative Implementation

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

#### ***Nondiscrimination Coordinator:***

Superintendent \_\_\_\_\_  
 Name  
 270 North 10<sup>th</sup> Street \_\_\_\_\_  
 Address  
 Hamilton, IL. 62341 \_\_\_\_\_

217-847-3315 \_\_\_\_\_  
 Telephone

#### ***Complaint Managers:***

Superintendent \_\_\_\_\_  
 Name  
 270 North 10<sup>th</sup> Street \_\_\_\_\_  
 Address  
 Hamilton, IL. 62341 \_\_\_\_\_

217-847-3315 \_\_\_\_\_  
 Telephone

Kelly Celia \_\_\_\_\_  
 Name  
 270 North 10<sup>th</sup> Street \_\_\_\_\_  
 Address  
 Hamilton, IL. 62341 \_\_\_\_\_

217-847-3315 \_\_\_\_\_  
 Telephone

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

### **Minority Recruitment**

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

LEGAL REF.: Age Discrimination in Employment Act, 29 U.S.C. 621et seq.; Americans with Disabilities Act, Title I, 42 U.S.C. 12111 et seq.; Civil Rights Act of 1991, 29 U.S.C. 621 et seq., 42 U.S.C. 1981 et seq., 2000e et seq., and 12101 et seq.; Equal Employment Opportunities Act (Title VII of the Civil Rights Act of 1964), 42 U.S.C. 2000e et seq., 29 C.F.R. Part 1601; Equal Pay Act, 29 U.S.C. 206(d); Genetic Information Nondiscrimination Act, 42 U.S.C. 2000ff et seq.; Immigration Reform and Control Act, 8 U.S.C. 1324a; 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; Uniform Services Employment and Re-employment Rights Act (1994), 38 U.S.C. 4301 et seq.; Ill. Constitution, Art. I 17, 18, and 19.; 105 ILCS 5/10-20.7, 5/10-20.7a, 5/10-21.1, 5/10-22.4, 5/10-23.5, 5/22-19, 5/24-4, 5/24-4.1, and 5/24-7; Genetic Information Protection Act, 410 ILCS 513/25; Ill. Whistleblower Act 740 ILCS 174; Ill. Human Rights Act, 775 ILCS 5/1-103 and 5/2-102; Religious Freedom Restoration Act, 775 ILCS 35/5; Ill. Equal Pay Act of 2003, 820 ILCS 112/; Victims' Economic Security and Safety Act, 820 ILCS 180/30; 23 Ill.Admin.Code 1.230.

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), 5.200 (Terms and Conditions of Employment and Dismissal), 5.250 (Leaves of Absence), 5.270 (Employment, At-Will, Compensation, and Assignment), 5.300, (Schedules and Employment Year), 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)

ADOPTION DATE: March 17, 2010

## 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 contact, 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 School Board policy 2.260, *Uniform Grievance Procedure*. Employees may choose to report to a person of the employee's same sex. Initiating a complaint of sexual harassment shall not adversely affect the complainant's employment, compensation, or work assignments.

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

### Whom to Contact with a Report or Complaint

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

***Nondiscrimination Coordinator:***Superintendent

Name

270 North 10<sup>th</sup> Street

Address

Hamilton, IL. 62341217-847-3315

Telephone

***Complaint Managers:***Superintendent

Name

270 North 10<sup>th</sup> Street

Address

Hamilton, IL. 62341217-847-3315

Telephone

Kelly Celia

Name

270 North 10<sup>th</sup> Street

Address

Hamilton, IL. 62341217-847-3315

Telephone

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); Franklin 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: October 15, 2008

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## 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 opportunity and minority recruitment. The Superintendent is responsible for recruiting personnel and making hiring recommendations to the Board. If the Superintendent's recommendation is rejected, the Superintendent must submit another. The Superintendent may select personnel on a short-term basis for a specific project or emergency condition before the Board's approval. No individual will be employed who has been convicted of a criminal offense listed in Section 5/21-23a of The School Code.

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

### Job Descriptions

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

### Investigations

The Superintendent or designee shall ensure that a fingerprint-based criminal history records check and a check of the Statewide Sex Offender Database and Violent Offender Against Youth Database (when available) is performed on each applicant as required by State law. The Superintendent or designee shall notify an applicant if the applicant is identified in either database. The Board President will keep a conviction record confidential and share it only with the Superintendent, Regional Superintendent, State Superintendent, 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 Section 5/21-23a of The School Code or who falsifies, or omits facts from, his or her employment application or other employment documents.

### Physical Examinations

New employees must furnish evidence of physical fitness to perform assigned duties and freedom from communicable disease, including tuberculosis. All physical fitness examinations and tests for tuberculosis must be performed by a physician licensed in Illinois, or any other state, to practice medicine and surgery in any of its branches, or an advanced practice nurse who has a written collaborative agreement with a collaborating physician that authorizes the advanced practice nurse to perform health examinations, or a physician assistant who has been delegated the authority by his or her supervising physician to perform health examinations. The employee must have the physical examination and tuberculin test performed no more than 90 days before submitting evidence of it to the Board.

Any employee may be required to have an additional examination by a physician who is licensed in Illinois to practice medicine and surgery in all its branches, or an advanced practice nurse who has a written collaborative agreement with a collaborating physician that authorizes the advanced practice nurse to perform health examinations, or a physician assistant who has been delegated the authority by his or her supervising physician to perform health examinations, if the examination is job-related and consistent with business necessity. The Board 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, 5/10-20.7, 5/10-21.4, 5/10-21.9, 5/21.23a, 5/10-22.34, 5/10-22.34b, 5/22-6.5, and 5/24-1 et seq.; 820 ILCS 55/.; *Duldulao v. St. Mary of Nazareth Hospital*, 483 N.E. 2d 956 (Ill.1, 1985), *aff'd in part and remanded* 505 N.E. 2d 314 (Ill., 1987); *Kaiser v. Dixon*, 468 N.E.2d 822 (Ill.App.2, 1984); *Molitor v. Chicago Title & Trust Co.*, 59 N.E.2d 695 (Ill.1, 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 (Educational Support Personnel - Duties and Qualifications)
- ADOPTED: January 20, 2010

## 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.

#### Workweek and Compensation

The workweek for District employees will be 12:00 a.m. Monday until 11:59 p.m. Sunday. 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.

#### 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. Certified employees may be suspended without pay in accordance with Board policy 5.240, *Professional Personnel - Suspension*. Non-certified 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)

ADOPTED: April 15, 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 School Board 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 Incapability)

ADOPTED: October 15, 2008

## 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 of 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 School Board may require an employee to successfully complete an appropriate drug- or alcohol-abuse, employee-assistance rehabilitation program.

The Board 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 1998, 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: October 15, 2008

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## General Personnel

### Expenses

The School Board 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 in its regular bill process.

### Mileage

**Please refer to the following current agreement:**

**Contract Between District No.328 Hamilton Education Association Local 3757 IFT/AFT, AFL/CIO and the Board of Education of the Hamilton Community Consolidated School District No.328.**

LEGAL REF: 105 ILCS 5/10-22.32

ADOPTED: October 15, 2008

**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 5 days prior notice and the absence does not cause an undue hardship.

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

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

ADOPTED: October 15, 2008

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**General Personnel**

**Court Duty**

**Please refer to the following current agreement:**

**Contract Between District No.328 Hamilton Education Association Local 3757 IFT/AFT, AFL/CIO and the Board of Education of the Hamilton Community Consolidated School District No.328.**

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

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

The District will deduct any fees that an employee receives for such duties, less mileage 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 jury duty to the District.

LEGAL REF:           105 ILCS 5/10-20.7

ADOPTED:            October 15, 2008

## General Personnel

### Abused and Neglected Child Reporting

Any District employee who suspects or receives knowledge that a student may be an abused or neglected child shall immediately report such a case to the Illinois Department of Children and Family Services. The employee shall also promptly notify the Superintendent or Building Principal that a report has been made. All District employees shall sign the "Acknowledgment of Mandated Reporter Status" form provided by the Illinois Department of Child and Family Services and the Superintendent or designee shall ensure that the signed forms are retained.

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](http://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 shall notify the State Superintendent and the Regional Superintendent in writing when he or she has reasonable cause to believe that a certificate holder was dismissed or resigned from the District as a result of an act that made a child an abused or neglected child. The Superintendent must make the report within 30 days of the dismissal or resignation and mail a copy of the notification to the certificate holder.

The Superintendent or designee shall provide staff development opportunities for all 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 Board meeting that a student is an abused child as defined in the Act, direct or cause the 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: 105 ILCS 5/10-21.9; 325 ILCS 5/.

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: January 20, 2010

## General Personnel

### Staff Development Program

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 certified staff members shall be designed to effectuate the District and School Improvement Plan(s) so that student learning objectives meet or exceed goals established by the District and State.

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 psycho stimulant medication for school-age children.

The staff development program shall provide, at a minimum, once every 2 years, the in-service training of all District staff on educator ethics, teacher-student conduct, and school employee-student conduct.

At least every 2 years, the Superintendent or designee must arrange an in-service for school personnel who work with students; the in-service shall be conducted by persons with expertise in domestic and sexual violence and the needs of expectant and parenting youth. The in-service shall include: (a) communicating with and listening to youth victims of domestic or sexual violence and expectant and parenting youth, (b) connecting youth victims of domestic or sexual violence and expectant and parenting youth to participate in in-school services and other agencies, programs and services as needed, and (c) implementing the School District's policies, procedures, and protocols with regard to such youth, including confidentiality.

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

### Professional Growth

**Please refer to the following current agreement:**

**Contract Between District No.328 Hamilton Education Association Local 3757 IFT/AFT, AFL/CIO and the Board of Education of the Hamilton Community Consolidated School District No.328.**

### Conferences

**Please refer to the following current agreement:**

**Contract Between District No.328 Hamilton Education Association Local 3757 IFT/AFT, AFL/CIO and the Board of Education of the Hamilton Community Consolidated School District No.328.**

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/ (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), 5.120 (Ethics), 5.250 (Leaves of Absence), 6.15 (School Accountability), 6.20 (School Year Calendar and Day)

ADOPTED: January 20, 2010

**General Personnel****Recognition For Service**

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

ADOPTED:            October 15, 2008

## 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 and appropriate 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;
7. Any employee in a position that requires an administrative or a chief school business official endorsement

### Ethics and Gift Ban

School 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 and 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 5/10-22.39, 5/22-5 and 5/24-22; Pickering v. Board of Township H.S. Dist. 205, 391 U.S. 563 (1968); Garcetti v. Ceballos, 547 U.S. 410 (2006)

CROSS REF: 2.105 (Ethics and Gift Ban); 5.100 (Staff Development Program)

ADOPTED: January 20, 2010

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**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: October 15, 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: October 15, 2008

## General Personnel

### Personnel Records

**Please refer to the following current agreement:**

**Contract Between District No. 328 Hamilton Education Association Local 3757 IFT/AFT, AFL/CIO and the Board of Education of the Hamilton Community Consolidated School District No. 328.**

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.

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

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 record, or (2) anyone who has the employee's written consent.

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:         January 20, 2010

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## General Personnel

### Copyright

#### Works Made for Hire

The Superintendent 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: October 15, 2008

## General Personnel

### Temporary Illness or Temporary Incapacity

A temporary illness or temporary incapacity is an illness or other capacity of ill-being that renders an employee physically or mentally unable to perform assigned duties. During such a period, the employee can use accumulated sick leave benefits. However, income received from other sources (worker's compensation, District-paid insurance programs, etc.) will be deducted from the District's compensation liability to the employee. The School Board'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 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, and 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, 5/24-13; Elder v. School Dist. No. 127 ½, 208 N.E.2d 423 (Ill.App.1, 1965); School District No.151 v. ISBE, 507 N.E. 2d 134 (Ill. App.1, 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: October 15, 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:

- a. The birth and first-year care of a son or daughter,
- b. 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.
- c. The serious health condition of an employee's spouse, child or parent.
- d. The employee's own serious health condition that makes the employee unable to perform the functions of his or her job.
- e. 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 and 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.
- f. 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 work site 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 re-certification 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 re-certification 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. Re-certification is at the employee's expense and must be provided to the District within 15 calendar days after the request. The District may request re-certification 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 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 (Sick Days, Vacation, Holidays, and Leaves)

ADOPTED: April 15, 2009

## Professional Personnel

### Teacher Qualifications

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

1. Each teacher must:
  - a. Have a valid Illinois certificate that legally qualifies the teacher for the duties for which the teacher is employed.
  - b. Provide the District Office with 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, foreign 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, 56,57, 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: October 15, 2008

**Professional Personnel**

Terms and Conditions of Employment and Dismissal

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 State and federal law as well as any applicable collective bargaining agreement in effect. The Superintendent is responsible for making dismissal recommendations to the Board consistent with the Board’s goal of having a highly qualified, high performing staff.

Duty-Free Lunch, Teacher Workday, Salary, Assignments and Transfers, Evaluation

**Please refer to the following current agreement:**

**Contract Between District No.328 Hamilton Education Association Local 3757 IFT/AFT, AFL/CIO and the Board of Education of the Hamilton Community Consolidated School District No.328.**

Nursing Mothers

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

Dismissal

The District will follow State law when dismissing a teacher.

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; 820 ILCS 260/1 et seq.; Cleveland Board of Education v. Loudermill, 105 S.Ct. 1487(1985).

CROSS REF: 5.290 (Employment Termination and Suspensions)

ADOPTED: October 15, 2008

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**Professional Personnel****Resignations**

Tenured teachers may resign at any time with consent of the School Board or by written notice sent to the 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 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: October 15, 2008

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**Professional Personnel****Substitute Teachers**

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

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

A substitute teacher may teach only for a period not to exceed 90 paid school days or 450 paid school hours in any one school district in any one school term. However, a teacher holding an early childhood, elementary, high school, or special certificate may substitute teach for a period not to exceed 120 paid school days or 600 paid school hours in any one school district in any one school term, unless the subject area is one where the Regional Superintendent has certified that a personnel shortage exists.

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

**Internal Substitution**

Please refer to the following current agreement:

Contract Between District No. 328 Hamilton Education Association local 3757 IFT/AFT, AFL/CIO and the Board of Education of the Hamilton Community Consolidated School District No.328.

LEGAL REF.:           105 ILCS 5/21-9; 24-5  
                              23 Ill.Admin.Code 1.790

ADOPTED:             October 21, 2009

## Professional Personnel

### Maintaining Student Discipline

Maintaining an orderly learning environment is an essential part of each teacher's instructional responsibilities. A teacher's ability to foster appropriate student behavior is an important factor in the teacher's educational effectiveness. The Superintendent shall ensure that teachers, other certified 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 School 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 Board policy and administrative procedures.

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

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

CROSS REF: 2.150 (Committees), 7.190 (Student Discipline), 7.230 (Misconduct by Students With Disabilities)

ADOPTED: October 15, 2008

## Professional Personnel

### Suspension

#### Suspension Without Pay

The School Board may suspend without pay: (1) a professional employee pending a dismissal hearing, or (2) a teacher as a disciplinary measure 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; and
- Other sufficient causes.

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

#### Suspension With Pay

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

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

Any criminal conviction resulting from the investigation or allegations shall require the employee to repay to the District all compensation and the value of all benefits received by the employee during the suspension. The Superintendent will notify the employee of this requirement when the employee is suspended.

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

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

ADOPTED: February 18, 2009

## Professional Personnel

### Leaves of Absence

#### Sick and Bereavement Leave, Contingency Leave

**Please refer to the following current agreement:**

**Contract Between District No.328 Hamilton Education Association Local 3757 IFT/AFT, AFL/CIO and the Board of Education of the Hamilton Community Consolidated School District No.328.**

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

#### Leaves for Service in the Military

Leaves for service in the U.S. Armed Services or any of its reserve components and the National Guard, as well as re-employment rights, will be granted in accordance with State and federal law. A professional staff member hired to replace one in military service does not acquire tenure.

#### General Assembly

Leaves for service in the General Assembly, as well as re-employment rights, will be granted in accordance with State and federal law. A professional staff member hired to replace one in the General Assembly does not acquire tenure.

#### School Visitation Leave

An eligible professional staff member is entitled to 8 hours during any school year, no more than 4 hours of which may be taken on any given day, to attend school conferences or classroom activities related to the teacher's child, if the conference or activity cannot be scheduled during non-work hours. Professional staff members must first use all accrued vacation leave, personal leave, compensatory leave, and any other leave that may be granted to the professional staff member, except sick and disability leave.

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

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

Unpaid leave from work is available to any staff member 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, if the District employs at least 50 employees, an employee is entitled to a total of 12 work weeks of unpaid 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.)

Leaves to Serve as an Officer or Trustee of a special Organization

Upon request, the Board will grant: (1) an unpaid leave of absence to a teacher who is elected to serve as an officer of a State or national teacher organization that represents teachers in collective bargaining negotiations, (2) 20 days of paid leave of absence per year to a trustee of the Teachers' Retirement System to attend meetings and seminars as described in 105 ILCS 5/24-6.3, and (3) a paid leave of absence for the local association president of a State teacher association that is an exclusive bargaining agent in the District, or his or her designee, to attend meetings, workshops, or seminars as described in 105 ILCS 5/24-6.2.

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: January 20, 2010

## 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: October 15, 2008

**Personnel**

**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 other wise 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 twice a month.

**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 (Ill.App.1, 1985), *aff'd in part and remanded*, 505 N.E.2d 314 (Ill.1987); Kaiser v. Dixon, 468 N.E.2d 822 (Ill.App.2,1984)

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: October 15, 2008

## Personnel

### 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 School 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 non-certified 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 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.

#### Non-Certified Personnel Working with Students Performing Non-Instructional Duties

Non-certified 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, e.g., computers, video, and audio, detention and discipline areas, and school-sponsored extracurricular activities;
2. As supervisors, chaperones, or sponsors for non-academic school activities; or
3. For non-teaching duties not requiring instructional judgment or student evaluation.

Nothing in this policy prevents a non-certified person from serving as a guest lecturer or resource person under a certified 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. The coach for an extracurricular athletic activity sponsored or sanctioned by the Illinois High School Association (IHSA) at or above the ninth grade level must have completed the IHSA's educational program and competency testing on preventing abuse of performance-enhancing substances. Regardless of whether the athletic activity is governed by an association, the Superintendent or designee shall ensure that each athletic coach: (1) is knowledgeable regarding coaching principles, (2) has first aid training, and (3) is a trained Automatic External Defibrillator user according to rules adopted by the Illinois Department of Public Health.

Anyone performing athletic training services shall be licensed under the Illinois Athletic Trainers Practice Act, be an athlete 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. The Superintendent or designee shall inform the Illinois Secretary of State, within 30 days of being informed by a school bus driver, that the bus driver permit holder has been to active duty. 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; 34 C.F.R. 200.58 and 200.59; 105 ILCS 5/10-22.34, 5/10-22.34a, 5/10-22.34b, and 25/1.5; 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: January 20, 2010

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**Personnel**

**Educational Support Personnel**

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

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

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

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

CROSS REF.: 4.110 (Transportation), 5.30 (Hiring Process and Criteria), 5.280 (Duties and Qualifications)

ADOPTED: October 15, 2008

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## Educational Support Personnel

### Employment Termination and Suspensions

#### Resignation and Retirement

An employee is requested to provide 2 weeks' notice of a resignation. A resignation notice cannot be revoked once given. An employee planning to retire should notify his or her supervisor at least 2 months before the retirement date.

#### Non-RIF Dismissal

The District may terminate an at-will employee at any time for any reason, subject to State and federal law.

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

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, shall show the length of continuing service of each full-time educational support employee. The employee with the shorter length of continuing service within the respective category of position shall be dismissed first.

Except as provided below, written notice will be given 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 of position provided they are qualified to hold such positions.

### Final Paycheck

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

### Suspension

Except as provided below, the Superintendent is authorized to suspend an employee without pay as a disciplinary measure, during an investigation into allegations of misconduct or pending a dismissal hearing whenever, in the Superintendent's judgment, the employee's presence is detrimental to the District. A disciplinary suspension shall be with pay: (1) when the employee is exempt from the overtime provisions, 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.

Any criminal conviction resulting from the investigation or allegations shall require the employee to repay the District all compensation and the value of all benefits received by the employee during the suspension. The Superintendent will notify the employee of this requirement when the employee is suspended.

LEGAL REF: 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: February 18, 2009

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**Personnel**

**Educational Support Personnel**

**Schedules and Employment Year**

The Superintendent shall supervise a process for setting work schedules and an employment year for educational support employees in accordance with State and federal law, School 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.

**Breaks**

An employee who works 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.; 820 ILCS 105/1 et. seq. and 260/1 et. seq.; 105 ILCS 5/10-20.14a, 5/10-22.34, and 5/10-23.5.

CROSS REF.: 5.35 (Compliance with the Fair Labor Standards Act)

ADOPTED: October 15, 2008

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**Personnel**

**Educational Support Personnel**

**Evaluation**

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

1. Each employee shall be evaluated annually, preferably before the annual salary review.
2. The direct 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 annual 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: October 15, 2008

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## Personnel

### Educational Support Personnel

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

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

#### Sick and Bereavement Leave

Full-time educational support personnel receive 15 paid sick leave days per year. Part-time employees will receive 15 paid sick leave days per year equivalent to their regular workday if eligible for IMRF. Unused sick leave shall accumulate to a maximum of 340 days, including the leave of the current year.

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.

As a condition for paying sick leave after 3 days absence for personal illness or 30 days for birth or as the Board or Superintendent deem necessary in other cases, the Board or Superintendent may require that the staff member provide a certificate from: (1) a physician licensed in Illinois to practice medicine and surgery in all its branches, (2) a chiropractic physician licensed under the Medical Practice Act, (3) an advanced practice nurse who has a written collaborative agreement with a collaborating physician that authorizes the advanced practice nurse to perform health examinations, (4) a physician assistant who has been delegated the authority to perform health examinations by his or her supervising physician, (5) or if the treatment is by prayer or spiritual means, a spiritual advisor or practitioner of the employee's faith. If the Board or Superintendent requires a certificate during a leave of less than 3 days for personal illness, the District shall pay the expenses incurred by the employee.

The use of paid sick leave for adoption or placement for adoption is limited to 30 days unless a longer leave is provided in an applicable collective bargaining agreement. The Superintendent may require that the employee provide evidence that the formal adoption process is underway.

#### Bereavement Leave

Full-time educational support personnel receive 4 days of paid bereavement leave per year.

Vacation

Ten-, Eleven-, and Twelve-month employees shall be eligible for paid vacation days according to the following schedule:

<u>Length of Employment</u>		<u>Maximum Vacation Leave Earned per year</u>
<u>From:</u>	<u>To:</u>	
Beginning of year 2	End of year 3	5 Days per year
Beginning of year 4	End of year 5	10 Days per year
Beginning of year 6		15 Days per year

Vacation days earned in one fiscal year must be used by the end of the following fiscal year; they do not accumulate. Employees resigning or whose employment is terminated are entitled to the monetary equivalent of all earned vacation.

Holidays

Unless the District receives a waiver or modification of The School Code pursuant to Section 2-3.25g, allowing it to schedule school on a holiday listed below, full-time 10, 11, and 12 month

District employees will be paid for, but will not be required to work on:

- |                                   |                        |
|-----------------------------------|------------------------|
| New Year's Day                    | Labor Day              |
| Martin Luther King Jr.'s Birthday | Columbus Day           |
| President's Day                   | Veteran's Day          |
| Good Friday                       | Thanksgiving Day       |
| Memorial Day                      | Day After Thanksgiving |
| Independence Day                  | Christmas Day          |

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

Contingency Leave

Full-time educational support personnel have three paid contingency leave days per year. The use of a contingency day is subject to the following conditions:

1. Except in cases of emergency or unavoidable situations, a contingency leave request should be submitted to the Building Principal 2 days before the requested date.
2. No contingency leave day may be used immediately before or immediately after a holiday, or during the first and/or last 5 days of the school year, unless the Superintendent grants prior approval.
3. Contingency leave may not be used in increments of less than one-half day.
4. Contingency leave is subject to any necessary replacement's availability.
5. Contingency leave may not be used on an in-service training day and/or institute training days.
6. Contingency leave may not be used when the employee's absence would create an undue hardship.

Unused contingency leave days convert to sick days the next year.

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Leave to Serve as a Trustee of the Illinois Municipal Retirement Fund

Upon request, the Board will grant 20 days of paid leave of absence per year to a trustee of the Illinois Municipal Retirement Fund in accordance with 105 ILCS 5/24-6.3.

Other Leaves

Educational support personnel receive the following leaves on the same terms and conditions granted professional personnel in Board 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

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)

ADOPTED: January 20, 2010