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## **5:270 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 nonlicensed employees at-will but shall maintain a record of positions or employees who are not at-will.

### Compensation

The 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.

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)

AMENDED: October 28, 2015

## **5:280 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

Paraprofessionals provide supervised instructional support. Service as a paraprofessional requires an educator license with stipulations endorsed for a paraprofessional educator unless a specific exemption is authorized by the Illinois State Board of Education (ISBE).

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

### Noncertificated and Unlicensed Personnel Working with Students and Performing Non-Instructional Duties

Noncertificated and unlicensed 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 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 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 Automated 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 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. 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 called 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(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 §§1.630 and 25.510.

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 28, 2015

## **5:285 Drug and Alcohol Testing For School Bus and Commercial Vehicle Drivers**

The District shall adhere to State and federal law and regulations requiring a drug and alcohol testing program for school bus and commercial vehicle drivers. The Superintendent or designee manage a program to implement federal and State law 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.:**

625 ILCS 5/6-106.1 and 5/6-106.1c.

49 U.S.C. §31301 *et seq.*, 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)

AMENDED: June 27, 2012

## **5:290 Employment Termination and Suspensions**

### Resignation and Retirement

An employee is requested to provide two weeks' notice of a resignation. In most cases, resigning employees are permitted to work to their effective resignation date. A resignation notice cannot be revoked once given without approval of the majority of the Board. An employee planning to retire should notify his or her supervisor at least two months before the retirement date. A copy of the resignation should be given to the Superintendent.

### 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 or supervisor may recommend an employee's discharge subject to the Board of Education's approval.

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, 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 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 next regular pay date following the last day of employment.

## Suspension

Except as provided below, the Superintendent is authorized to suspend an employee without pay as a disciplinary measure, during an investigation into allegations of misconduct, or pending a dismissal hearing whenever, in the Superintendent's judgment, the employee's presence is detrimental to the District. A disciplinary suspension shall be with pay (1) when the employee is exempt from the overtime provisions of the federal wage and hour laws, or (2) until an employee with an employment contract for a definite term is provided a notice and hearing according to the suspension policy for professional employees. Upon receipt of a recommendation from the Ill. Dept. Children and Family Services (DCFS) that the District remove an employee from his or her position when he or she is the subject of a pending DCFS investigation that relates to his or her employment with the District, the Board or Superintendent or designee, in consultation with the Board Attorney, will determine whether to:

1. Let the employee remain in his or her position pending the outcome of the investigation; or
2. Remove the employee as recommended, proceeding with:
  - a. A suspension with pay; or
  - b. A suspension without pay.

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.: 5 ILCS 430 et seq.  
105 ILCS 5/10-22.34c and 5/10-23.5.  
325 ILCS 5/7.4(c-10).  
820 ILCS 105/4a.

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

AMENDED: January 24, 2018

## 5:300 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, 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.

### Salary

The employee's wages and/or salaries shall be established by the Board of Education.

Employees paid on an hourly basis are not allowed to work beyond their scheduled hours without prior approval from the building administrator. Compensation at a time and one-half rate will be paid for all hours over 40 hours per week or upon the authorization of the Superintendent. They may utilize compensatory time per Board policy [5.310](#).

Upon recommendation of the Superintendent, full and part-time staff will be eligible for an hourly increase if they worked a minimum of 100 days during the previous school year. Those staff working less than 100 days will be eligible to receive the new starting employee hourly rate, if that rate is higher than their current employee rate, or a rate recommended by the Superintendent. All rate increases must be approved by the Board of Education and are effective the beginning of the school year.

Deferred compensation is when the school district provides ten month employees a choice to have their pay divided over 12 months.

In FY 2008, ten month non-certified employees were given an option to receive their earnings when they earned them or divided over 12 months. If this option continues, those employees will have to pay an additional 20% excise tax on the earnings that were deferred. Refer to example below:

Employee earns \$18,000 for the ten months they work in the 2008-09 school year. If they have their earnings paid over the ten months, they would earn approximately \$1,800 per month. From September to December they would earn approximately \$7,200. If they would choose to have this paid over 12 months they would be paid approximately \$1,500 per month for a total of \$6,000. This would be deferring approximately \$1,200 in 2008. The school district would be required to impose a 20% excise tax, approximately \$240 on their 2008 taxes.

As an employee, you do not want to pay a 20% excise tax nor does the district want the filing requirements of deferred compensation. In order for the school district to be exempt from Section 409A deferred compensation requirements, we cannot give payroll election options. Starting with July 1, 2008 all full-time non-certified will be paid over 12 months and all part-time non-certified will be paid per days worked in the pay period (per time card).

The following job descriptions/categories that will be paid over 12 months are:

Administrative Assistant	Full-time Secretary Assistant
Full-time Secretary	Full-time Maintenance
Secretary Bookkeeper	Maintenance Director
Business Manager	Technology Specialist
Assistant Maintenance Director	Food Service Manager
Director	



The following job descriptions/categories will be paid per days worked via time cards:

Part-time Secretary  
Part-time Teacher Asst. at RGS, WPES & SMMS  
Part-time Maintenance  
Non-Certified Substitute  
Health Professional

Part-time Secretary Assistant  
Maintenance Aide  
Part-time Food Service  
Certified Substitute Health Professional

### Contract

All staff will have the length of their contract and hours determined by the Superintendent and approved by the Board.

### Twelve-Month Employees

Maintenance and custodial 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.

District Office personnel work a 38.75-hour week with the individual time schedule developed by the Superintendent and subject to the District's needs.

### Ten-Month Employees

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 certified personnel are not required to report for work, ten-month employees will not be required to work.

School secretaries work a 38.75 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

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

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

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

### LEGAL REF:

Fair Labor Standards Act, 29 U.S.C. §207 *et seq.*  
820 ILCS 105/, Minimum Wage Law.  
820 ILCS 260/, Nursing Mothers in the Workplace Act.

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)  
AMENDED: March 20, 2013

## 5:310 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: January 28, 2015

## **5:320 Evaluation**

Each educational support staff member's job performance shall be evaluated by his/her direct supervisor no less than once every two years. The evaluation process includes scheduled evaluations, on forms applicable to the job classification, and day-to-day appraisals. The results of this evaluation may be considered in determining recommendations for continued employment and the conditions of that employment.

Supervisors shall provide a copy of the completed evaluation to the employee and shall provide an opportunity to discuss it. The original should be signed by the employee and filed with the Superintendent.

As appropriate, supervisors should discuss job performance issues that require attention with employees.

ADOPTED: September 23, 1999

## 5:330 Sick Days, Vacation, Holidays, and Leaves

### Sick and Personal Days

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. Immediate family according to school code shall include parents, spouse, brother, sister, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, legal guardians, and step-family members, and allowed for dental purpose only in the case of an emergency. The Superintendent and/or designee shall monitor the use of sick leave.

As a condition for the use of 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.

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 to perform health examinations by his or her supervising physician, 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 it shall pay the expenses incurred by the employee.

All new employees will have a 90 day probation period and will not be eligible for sick days, holiday pay, or vacation pay until after probation period.

The district shall award the following bonus per semester to staff members who have two or less absences per semester. An absence of more than 1/3 of an employee's regular day will count as one absence. To be eligible for the bonus, an employee must work a minimum of 20 hours per week.

- \$50.00 per semester for employees who work 20-30 hours per week.
- \$100.00 per semester for employees who work more than 30 hours per week, 9-10 months a year.
- \$150 per semester for employees who work more than 30 hours per week, 12 months. Semester for 12 month employees will be defined as follows: July 1 through December 31 and January 1 through June 30.

Full time employees will be allowed 13 sick days. Sick leave may not be used in increments of less than one-half day. Two (2) of these days may be used as personal days. The use of a personal day is subject to the following conditions:

1. Except in cases of emergency or unavoidable situations, a personal leave request should be submitted to the Building Principal 3 days before the requested date.
2. Personal leave may not be used in increments of less than one-half day.
3. Personal leave may not be used when the employee's absence would create an undue hardship.
4. If all personal days have been applied for and approved by the administration, one (1) sick day may be used for emergency and bereavement.
5. Personal leave days may accumulate to a maximum of four (4) days that can be used in one year.

6. The following bonus sick day benefit shall be applied for all full-time employees who work a full year: An employee who has used four or less sick or personal or leave without pay days from the previous year's 13 day entitlement, shall receive four bonus sick days to be added to their accumulative sick day total.

7. The limit for unused sick day accumulation is up to 240 sick days.

Part-time employees who work at least 600 hours per year will be allowed 10 paid sick leave days per year. Sick leave may not be used in increments of less than one-half day. One (1) of these days may be used as a personal day. The use of a personal day is subject to the following conditions:

1. Except in cases of emergency or unavoidable situations, a personal leave request should be submitted to the Building Principal 3 days before the requested date.
2. Personal leave may not be used in increments of less than one-half day.
3. Personal leave may not be used when the employee's absence would create an undue hardship.
4. If all personal days have been applied for and approved by the administration, one (1) sick day may be used for emergency and bereavement.
5. The limit for unused sick day accumulation is up to 240 days.
6. The following bonus sick day benefit shall be applied for all part-time employees: An employee who has used four or less sick or personal or leave without pay days from the previous year's 10 day entitlement, shall receive four bonus sick days to be added to their accumulative sick day total.
7. Personal leave days may accumulate to a maximum of four (4) days that can be used in one year.

Vacations

Full-time maintenance staff shall be eligible for paid vacation days according to the following schedule:

- First Year - Prorated vacation days from the date of employment to June 30 up to 5 days. Those days can be used on the next fiscal year starting July 1 to June 30.
- Second Year through Fifth Year - 5 vacation days between July 1 and June 30.
- Sixth Year through Fifteenth Year - 10 vacation days between July 1 and June 30.
- Sixteenth Year and beyond - 15 vacation days between July 1 and June 30

Vacation periods shall not be cumulative from year to year. The vacation period shall be scheduled by mutual agreement between the employee and the superintendent.

Holidays

Full-time maintenance staff will be paid for the following holidays if they fall on weekdays.

New Year's Day	Labor Day
Independence Day	Veteran's Day
Abraham Lincoln's Birthday	Thanksgiving Day and Friday
Good Friday	Christmas Day
Memorial Day	Columbus Day
Martin Luther King Jr.'s Birthday	

A holiday will not cause a deduction from an employee's time or compensation. If any of these holidays fall on a Saturday, the preceding workday will be a paid day off. If any of these holidays fall on a Sunday, the ensuing workday will be a paid day off. The administration has authorization to assign work over paid holidays when appropriate and necessary and assign an alternative day off with pay.

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 policy 5:250, *Leaves of Absence*:

1. Leaves for Service in the Military and General Assembly
2. School Visitation
3. Leaves for Victims of Domestic or Sexual Violence
4. Leave to serve as an election judge

### 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.*

*School Dist 151 v. ISBE*, 507 N.E.2d 134 (Ill.App.1, 1987); *Elder v. School Dist. No.127 1/2*, 208 N.E.2d 423 (Ill.App.1, 1965).

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

AMENDED: August 10, 2016

## **5:332 Insurance Benefits**

Full time staff will be provided with health and dental insurance as provided by the Board. Staff will be carried on the insurance roster through the months of June, July, and August. Support personnel who have been employed on a part time basis and then transfer to full time employment or are newly hired as fulltime employee will be eligible for insurance benefits the first of the month following 60 days of full time employment.

AMENDED: October 19, 2016



## 5:334 Job Descriptions/Categories/Multi-Level Pay

The Board will approve job descriptions for each staff position and will identify the job category based on those descriptions. At the time of employment, it will be determined by the Superintendent which category the staff person will be identified with. This determination will be based upon the primary responsibilities this staff person will have.

### Categories:

- A. Administrative Assistant
- B. Secretary
- C. Bookkeeper
- D. Business Manager
- E. Secretary Assistant
- F. Health Professional
- G. Teacher Assistant/Special Teacher Assistant - Rockton Grade School and/or Whitman Post Elementary School
- H. Teacher Assistant/Special Teacher Assistant - Stephen Mack Middle School
- I. ELL Teacher Assistant
- J. Maintenance
- K. Maintenance Director
- L. Assistant Maintenance Director
- M. Technology Assistant
- N. Food Service Employee
- O. Food Service Manager

### **The above categories of educational support personnel are subject to the following:**

New employees shall be placed on a probationary status for 90 days, at an hourly rate determined by the Board. Upon satisfactory completion of the probationary period, the Superintendent will recommend to the Board conditions for a contractual arrangement.

Part-time and Full-time staff will be allowed sick day and personal day provisions as established by the Board.

### Multi-Level Pay

Whenever educational support personnel work in multiple job positions (categories) and the majority of their time (50% or more) is the highest paid category, all other categories worked will receive the highest pay. However, if their primary position is a lower paying position, then multiple levels of pay will be given for each category worked. If multiple levels of pay are given then the employee will be required to document their time for each separate category by using the office time clocks.

AMENDED: March 16, 2011

## **5:336 Full/Part-Time Status**

Full time staff members are those who work thirty-seven and one half (37.5) hours or more per week and qualify for all benefits identified in these policies. Staff working less than thirty-seven and one half hours per week will receive only those benefits granted by the Board at the time of employment.

### Compensation Over 12 Month Period

All certified employees and full-time non-certified staff members will be paid in equal payments every two weeks, over a 12 month period according to the contract year. The District currently does not offer employees an election to receive compensation over any period other than a 12 month period.

AMENDED: May 22, 2013

## **5:338 Probation**

New employees shall be placed on a probationary status for 90 days, at an hourly rate determined by the Board of Education. Upon satisfactory completion of the probationary periods, the Superintendent will recommend to the Board conditions for a contractual arrangement.

The 90 days probationary period for full time educational support personnel shall be interpreted to mean 90 calendar days from the first day of attendance during initial full time employment. The use of paid sick or personal or vacation days is not available during the probationary period.

AMENDED: October 21, 2008

## **5:400 Leaves of Absence**

Sick, Personal, and Bereavement Leave, Child Rearing Leave, Leave of Absence Without Pay

**Please refer to the "Professional Agreement Between the Board of Education and The Rockton Teachers' Association".**

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 any re-employment rights, shall be granted in accordance with State and federal law. A professional staff member hired to replace one in the military service does not acquire tenure.

### General Assembly

Leaves for service in the General Assembly, as well as any re-employment rights, shall 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.

### Leave for Employment in Department of Defense

The School Board may grant teachers a leave of absence to accept employment in a Department of Defense overseas school.

### 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 Visitations 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 Victim's 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 work weeks 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 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 Specific Organization

Upon request, the School 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) twenty days of paid leave of absence per year to a trustee of the Teacher's 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 in the District, or his or her designee to attend meetings, workshops, or seminars as described in 105 ILCS 5/24-6.2.

#### Professional Visitation Day

All certified members may be granted two days during the regular school term to visit other schools. Such visits must be approved in advance by the Superintendent.

#### 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)

AMENDED: February 28, 2007