



## SUNSET RIDGE SCHOOL DISTRICT 29

525 Sunset Ridge Road • Northfield, Illinois • 60093

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*Cultivating a learning community that engages the hearts and minds of students, one child at a time*

### PERSONNEL

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**APPROVED: MAY 2007**

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**PERSONNEL**

**General Personnel - Goals and Objectives**

It is the goal of the School Board to secure and retain a highly qualified and properly certified staff, dedicated to providing the best educational service to the community. The Board believes that a superior school staff is an essential element in the successful operation of the District.

In formulating personnel policies, the School Board shall work toward these goals:

1. to recruit, select, and employ the best qualified personnel within reasonable fiscal policy and budget limitations;
2. to provide an appropriate inservice training program for all employees;
3. to assign personnel and ensure that they are utilized as effectively as possible;
4. to conduct an employee evaluation program that will help to contribute to the improvement of staff performance;
5. to develop a staff compensation program sufficient to attract and retain highly qualified employees within reasonable fiscal policy and budget limitations;
6. to develop the quality of human relationships conducive to maximum staff performance and satisfaction.

**GENERAL PERSONNEL**

**Staff Development Program**

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

At least once every two years, the in-service training of certified 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 tropic or psycho stimulant medication for school-age children.

All staff members are encouraged to acquire, develop, and maintain the knowledge and skills necessary to properly administer lifesaving techniques, including the Heimlich maneuver and rescue breathing, in accordance with a nationally recognized certifying organization. The staff development program may include training and services of experts in lifesaving techniques to instruct teachers and other school personnel.

LEGAL REF.: A

**APPROVED: MAY 2007**

**PERSONNEL**

**Staff Involvement in Decision-Making**

The Superintendent shall be authorized to establish staff committees as he/she deems appropriate in order to obtain staff advice and suggestions in decision-making.

**PERSONNEL**

**Full Time Teaching Position**

Teachers will be considered as full-time employees if their student contact hours per week fall within the range of 21-24 hours per week. Travel time between Middlefork and Sunset Ridge School for teachers regularly assigned to responsibilities between schools shall be included in computing student contact hours.



**PERSONNEL**

**Job Descriptions**

The Superintendent shall develop a comprehensive job description for each position in the District. These job descriptions shall be periodically reviewed and revised as appropriate.

CROSS REF.: 320.01

**APPROVED: MAY 2007**

**PERSONNEL**

**Part Time Teaching Position**

Teachers having less than the range of student contact hours set for a full-time teaching position shall have their percentage of salary and fringe benefits prorated on the basis of 22 student contact hours per week with the exception of tuition reimbursement.

**PERSONNEL****Physical Examinations**

As a condition of employment, new employees shall furnish at their own expense evidence of physical fitness and freedom from communicable disease including tuberculosis. All physical fitness examinations and tests for tuberculosis shall be performed by a physician licensed to practice medicine or surgery in all its branches. The physical examination and the tuberculin skin test shall have been taken by the employee no more than ninety (90) days prior to the employees submitting evidence of same to the School Board.

At any time, the School Board may require an examination of any employee to determine the physical or mental fitness of the employee to perform assigned duties. Such examinations shall be performed by a licensed physician who may be chosen by the employee from a list of at least three designated by the School Board and the expenses thereof shall be paid from school funds.

LEGAL REF.: A

**APPROVED: MAY 2007**

**PERSONNEL**

**General Personnel - Medical Emergency Procedures**

The safety of staff members is a matter of concern at all times. School buildings and grounds should be regularly inspected for health, fire and safety hazards. Rules should be developed by the Superintendent or his/her designee which will help reduce the chances for accidents.

Procedures should be established by the Superintendent and/or his/her designee for emergency care of staff. The procedures shall range from simple first aid to professional assistance. In emergency situations, District employees should respond with actions that reflect sound judgment, reasonableness and maturity.

A copy of the medical emergency procedures shall be readily available in the nurse's office and classrooms.

CROSS REF.: 465 through 465.07

**APPROVED: MAY 2007**

**PERSONNEL**

**Abused and Neglected Child Reporting**

A school district employee who has reasonable cause to suspect that a student may be an abused or neglected child shall report such case to the Illinois Department of Children and Family Services (DCFS). Traditional considerations of confidentiality shall not constitute grounds for failure to report such cases.

The employee shall notify the Superintendent or the building principal that a report has been made to DCFS. The Superintendent or any other school district administrator may not, in any instance, change any report of child abuse or neglect made by an employee to DCFS or make any attempt to interfere in the making of a report to DCFS.

Upon initial employment, the employee shall sign a statement to the effect that he/she has knowledge and understanding of the reporting requirements of the Abused and Neglected Child Reporting Act. The Superintendent shall provide the employee with the form and implement a procedure for the form to be signed and placed in the employee's personnel file on or before the first day of employment.

LEG. REF.: 325 ILCS 5/1

CROSS REF.: 720.08

**APPROVED: MAY 2007**

**PERSONNEL**

**General Personnel - Use of School Equipment**

School District employees will not perform duties related to an outside job using any District facilities, equipment or materials unless permission has been granted by the Superintendent or his/her designee.

The School District reserves the right to charge fees according to a fixed schedule for the use of District facilities, equipment or materials.

**PERSONNEL**

**Equal Employment Opportunity and Minority Recruitment**

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

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

**Administrative Implementation**

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

**Nondiscrimination Coordinator:**

Name                      Dr. Linda Vieth  
Address                    525 Sunset Ridge Rd; Northfield  
Telephone No.            (847) 881-9400

**Complaint Managers:**

Name	Dr. Linda Vieth	Mary Frances Greene
Address	525 Sunset Ridge Rd	405 Wagner Rd.
Telephone No.	(847) 881-9400	(847) 881-9500

Dr. Edward Stange  
525 Sunset Ridge Rd.  
(847) 881-9453

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.

**PERSONNEL**

**Equal Employment Opportunity and Minority Recruitment**

**Minority Recruitment**

The District will actively 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.

LEG. REF.: A

CROSS REF.: 2.260 (uniform grievance procedure), 5.20, 8.70



**PERSONNEL**

**Outside Employment - Conflict of Interest**

Employees shall not engage in any employment that would make time and/or energy demands which interferes with their effectiveness in performing their regular assigned duties, adversely affect their employment status or professional standing or conflict with assigned duties.

No employee of the District shall accept any money or gratuity from any corporation or business firm which has established a business relationship with the District without first securing written permission from the Superintendent.

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

Employees shall not engage in any other employment or in any private business during regular school hours and additional times necessary to fulfill appropriate assigned duties.

**PERSONNEL**

**General Personnel - Employee Complaints and Grievances**

The School Board recognizes that from time to time employees may have complaints and/or grievances which they wish brought to the attention of the Board. In the interest of resolving these problems as quickly and as fairly as possible, such complaints and grievances should first be brought to the attention of the immediate supervisor of the complainant for resolution. If the solution suggested at that level is not satisfactory, the complainant may then seek resolution from the Superintendent.

Bargaining unit employees shall use contract grievance procedure, when appropriate.

All District 29 employees shall be made aware of this policy.

**PERSONNEL**

**Solicitations by Staff**

Solicitation for donations and sales by staff and/or students in a school building is prohibited unless recommended by the Building Principal and approved by the Superintendent.

CROSS REF.: 730.10

**APPROVED: MAY 2007**

**PERSONNEL**

**Solicitation from Outside**

In order to educate students to the role of social agencies in the community and to develop appreciation for community services, a limited number of solicitations by community organizations may be recommended by the Superintendent to the School Board.

**Conduct**

In the conduct of the campaign for funds or goods, no form of competition among individuals, classes or schools shall be encouraged. No quota shall be set for students and all contributions will be strictly on a voluntary basis.

**Organizations**

No agency shall be allowed to solicit funds or other services from students unless recommended by the Superintendent and approved by the School Board.

**PERSONNEL**

**Limitations on Accepting Gifts**

Students, parents and others shall be discouraged from the presentation of gifts to District employees. Letters of appreciation to staff members shall always be welcomed.

**PERSONNEL**

**Staff Political Activities**

The School Board recognizes the right of School District employees, as individuals, to engage in partisan activities of their choice.

No employee shall engage in partisan political activities during the hours that he/she is employed by the District. When not on duty at such employment, all School District employees have the same rights as other citizens to participate or not to participate in partisan political activities. Students shall not be used in any manner for promoting a political candidate or political issue.

This policy shall not be construed so as to prohibit:

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

**PERSONNEL**

**Public Complaints About Personnel**

Although no person shall be denied the right to present a complaint about school personnel to the School Board, such complaints should first be referred to the school administration for resolution.

If feasible, the complainant shall be encouraged to first bring a complaint to the employee concerned. At the same time, the employee should bring the matter to the attention of his/her immediate supervisor. The individual employee involved shall be given the opportunity for explanation, comment and presentation of the facts as he/she sees them.

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

If the above steps do not resolve the concern of the complainant, he/she may request a closed meeting of the School Board for the purpose of review of the Superintendent's decision. Generally all parties involved, including the school administration, shall be asked to attend such a meeting for purposes of presenting additional facts, making further explanations, and clarifying the issues. The School Board shall conduct such meetings in a manner which affords due process in accordance with applicable law.

**PERSONNEL**

**Travel Compensation**

The School Board shall reimburse employees for transportation to required meetings, conferences and workshops deemed necessary for staff performance. Guidelines for said reimbursements will be promulgated by the Professional Growth Committee.



**PERSONNEL**

**Unlawful Discrimination**

School District 29 provides security to the staff and the pupils through freedom from discrimination:

- because of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap, unfavorable discharge from military service in connection with employment and the availability of public accommodations; and
  
- based upon (1) citizenship status in employment, (2) unfounded charges of unlawful discrimination, and (3) sexual harassment in employment.

It is our intent to provide an environment free from verbal, physical, and visual impact (signs, posters, pictures or documents) constituting unlawful discrimination or behavior which may be offensive in this context. Everyone must be sensitive to the individual rights of others.

Anyone who believes that he/she is a victim of unlawful discrimination may bring the matter to the immediate attention of his/her building principal or supervisor, or, where this would be inappropriate, to the attention of the director of Staff/Student Services or the Superintendent for investigating allegations of unlawful discrimination.

The complaint will be treated in a confidential manner to the extent feasible. Anyone who in good faith initiates a complaint of unlawful discrimination will not be subjected to any retaliatory action.

**PERSONNEL**

**POLICY AGAINST SEXUAL HARASSMENT**

**I.**

**STATEMENT OF POLICY**

Sunset Ridge School District 29 is committed to maintaining a work environment in which every employee is treated with dignity and respect and that encourages and fosters appropriate conduct among employees. Sexual harassment is unacceptable, illegal and will not be tolerated. Accordingly, the Board of Education and administration of the School District is committed to enforce its Policy Against Sexual Harassment at all levels within the workplace in order to create an environment free from discrimination of any kind, including sexual harassment.

All employees are expected to avoid any behavior or conduct which could be interpreted as sexual harassment and are cautioned against permitting such conduct by others.

**II.**

**LEGAL DEFINITION**

Sexual harassment is against federal, state and local laws. As defined by the Human Rights Act, 775 ILCS 5/1:

PARA. 1-102: It is the public policy of the State: (B) . . .to prevent . . .sexual harassment in employment. . .and sexual harassment in higher education.

PARA. 2-101(E) "Sexual Harassment" means any unwelcome sexual advances or requests for sexual favors or any 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 of employment decisions are affecting such individual, or where (3) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

Sexual harassment affects the target and other employees as well. Each incident of harassment contributes to a general atmosphere in which everyone suffers the consequences. Sexually oriented acts or sex-based conduct have no legitimate business purpose.

Sexual harassment can occur between men and women, or members of the same gender. This behavior is unacceptable in the work place itself and in other work-related settings such as

**PERSONNEL**

**POLICY AGAINST SEXUAL HARASSMENT**

**II.**

**LEGAL DEFINITION**

business trips, training programs and off-site social events.

It is also unlawful to retaliate in any way against anyone who has complained in good faith about sexual harassment or participated in the complaint process.

**III.**

**PROHIBITED CONDUCT**

Prohibited acts of sexual harassment can take a variety of forms ranging from subtle sexual activity to physical contact. Sexual harassment may take place at the School District, or off School District grounds and at any School District function. Examples of sexual harassment include, but are not limited to:

- a) persistent or repeated unwelcome sexual advances, pressure for dates, sexual comments or inappropriate touching;
- b) sexually suggestive jokes, gestures or sounds or sexually oriented or degrading comments about another;
- c) display in the workplace of sexually suggestive objects or pictures;
- d) preferential treatment of an employee, or a promise of preferential treatment to an employee, in exchange for dates or sexual conduct; or the denial or threat of denial of employment, benefits or advancement for refusal to consent to sexual advances;
- e) attempted or physical assault;
- f) retaliation against an individual for reporting, complaining about or cooperating with an investigation of sexually harassing conduct.
- g) sending sexually graphic material through District E-mail systems or other electronic devices (e.g., voice mail, text pagers, radios, etc.), or using the District's web page, mail, or computers for intentional viewing of such material.

**IV.**

**INDIVIDUALS COVERED UNDER THE POLICY**

This policy covers all employees. It is the responsibility of all employees to report any incident of sexual harassment regardless of who the offender may be. The District will take

**PERSONNEL**

**POLICY AGAINST SEXUAL HARASSMENT**

IV.

INDIVIDUALS COVERED UNDER THE POLICY (continued)

prompt and appropriate action to eliminate sexual harassment The District will not tolerate, condone or allow sexual harassment whether engaged in by fellow employees, students, supervisors or non-employees with whom employees must engage as part of their job. The District supports and encourages reporting of all incidents of sexually harassing conduct, regardless of who the offender may be, and will take prompt and appropriate action to eliminate sexual harassment.

Where sexual harassment is directed by someone in an administrative position toward a subordinate, the former will be held to a higher standard of accountability because of the degree of control and influence he or she has or is perceived to have over the employment conditions and benefits of the subordinate. Failure of an administrative employee to prevent, terminate or report an incident of sexual harassment may result in further disciplinary action up to and including termination.

Because of the age differential, the position of the District and staff as loco parentis, and the special access position of employees in contrast to students, sexual harassment of a student by an employee is also deemed extremely serious.

V.

COMPLAINT PROCESS

While the District encourages individuals who believe they are being harassed or observe sexually harassing conduct to firmly and promptly notify the offender that his or her behavior is unwelcome, the District also recognizes that power and status disparities between an alleged harasser and a target or observer may make such a confrontation impractical. In the event that such informal, direct communication between individuals is either ineffective or impossible, the following steps should be taken to report a sexual harassment complaint.

- A. Reporting of Incident: All employees are urged to report any suspected sexual harassment to any of the following persons: the superintendent or assistant superintendent, or in the event that either the superintendent or assistant superintendent is the alleged perpetrator, the report may be made to the president of the Board of Education. All such individuals have equal responsibility for handling incidents of sexual harassment. If all three such individuals are of the same gender, an employee may make a report to a board member of the opposite gender.

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**POLICY AGAINST SEXUAL HARASSMENT**

V.

COMPLAINT PROCESS (continued)

The report may be made either orally or in writing. The District and its administration is committed to taking prompt and appropriate action upon notification or suspicion of sexual harassment. The action taken will vary depending on whether there is a complaining party.

- B. Investigation of Complaint: Upon receipt of a report of sexual harassment, the investigator will initiate an investigation. Said investigation, at the option of the administration or Board of Education, may be conducted by the District's legal counsel. The investigation will include an interview with the employee(s) who made the initial report, the person(s) towards whom the suspected harassment was directed and the individual(s) accused of the harassment. Any other person(s) who may have information regarding the alleged sexual harassment may also be interviewed.
- C. Report: The investigators shall prepare a written report within twenty (20) working days of notification of the suspected harassment unless extenuating circumstances prevent him/her from doing so. The report shall include a finding that either sexual harassment occurred, sexual harassment did not occur, or there is inconclusive evidence as to whether sexual harassment occurred. Parties directly involved in a sexual harassment investigation will be notified of the finding.
- D. Confidentiality; Records: Every effort shall be made to keep all matters related to the investigation confidential to the extent possible in order to protect the privacy of persons involved. Investigators will limit their contact to individuals interviewed as part of the investigation and others on a need-to-know basis. Investigation records will be kept in a file separate from the employee's personnel file unless there is a finding of sexual harassment.
- E. Appeals Process: If either the complaining party or the alleged harasser involved in a sexual harassment investigation is dissatisfied with the outcome or resolution, that individual should submit his/her written comments within ten (10) working days to either the superintendent or assistant superintendent, or in the case of an allegation involving either of those two individuals, to the president of the Board of Education. Said appeals

**PERSONNEL**

**POLICY AGAINST SEXUAL HARASSMENT**

**VI.  
DISCIPLINE**

Disciplinary action will be taken against any employee found to have engaged in sexual harassment. The initiation of a complaint of sexual harassment will not adversely affect the complainant's employment, compensation, or work assignments or status. However, if it is determined that the complaint was false and the person making the complaint knew it was false when made, said person may be subject to disciplinary action.

**VII.  
LEGAL RIGHTS UNDER LAW**

Any employee who believes s/he has been subjected to sexual harassment has the right to file a complaint with the following enforcement agencies:

Equal Employment Opportunity Commission, within 300 days of the alleged incident, 500 W. Madison, Chicago, IL 60661; (312) 353-2713

Illinois Department of Human Rights, within 180 days of the alleged incident, 100 W. Randolph, Chicago, IL 60601; (312) 814-6200

Cook County Commission on Human Rights, within 180 days of the alleged incident, 69 W. Washington, Chicago, IL 60602; (312) 603-1100.

**VIII.  
DISTRIBUTION**

This policy shall be distributed to all employees of the District.

I have read Sunset Ridge School District 29's Policy Against Sexual Harassment and understand my responsibility for adhering to this policy.

PRINT NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

**PERSONNEL**

**Internal Communications - Use of School Materials and Equipment**

The Superintendent or his/her designee may grant an employee the following:

1. the use of employee mailboxes, inter-school mail and a designated bulletin board for purposes of internal communications;
2. the use of approved school equipment, e.g., computers, printers, etc.

The employee shall provide or pay for all expendable materials. No secretarial and/or administrative aid shall be provided by the District absent the approval of the Superintendent.

All District communications to be posted shall be approved by the Building Principal.

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**In-Service - Adolescent Suicide**

School personnel who work with students in grades 6, 7, and 8 shall receive training to assist them to recognize and provide assistance with respect to suicide prevention. The Superintendent is responsible for planning and implementing personnel in-service programs which address the problem of adolescent suicide. The programs may be planned in cooperation with the state or community mental health agency.

LEG. REF.: A

**APPROVED: MAY 2007**



**PERSONNEL****Toxic Substance Disclosure**

The School Board is committed to informing its employees about known and suspected health hazards which may result from working with toxic substances. The Superintendent or his/her shall be responsible for preparing a list of toxic substances used by employees and to develop procedures for the proper and safe containment and use of the substances. The Superintendent may enlist the help of a health professional to evaluate suspected health hazards.

The list of toxic substances shall include, but not be limited to, the definition of “toxic substance” stated in Section 19 of the Toxic Substances Disclosure to Employees Act. The list also shall include toxic substances listed in the Illinois Register as promulgated by the Director of the Illinois Department of Labor.

Under the provisions of the Toxic Substances Disclosure to Employees Act, the District shall:

1. obtain and maintain a Material Safety Data Sheet (MSDS) for each toxic substance used, produced or stored in the District to which an employee may be exposed;
2. submit to the Director of the Illinois Department of Labor an alphabetized list of substances, compounds or mixtures for which the District has acquired a MSDS;
3. label with the chemical name and appropriate warning hazards each container of a toxic substance, or greater than ten (10) gallon capacity, used and/or stored in the District;
4. post on employees’ bulletin boards throughout the District information regarding employee rights under the Act;
5. provide an education and in-service training program with respect to all toxic substances to which the employee is routinely exposed in the course of his/her employment.

LEG. REF.: ILCS 255/1

**APPROVED: MAY 2007**

**PERSONNEL**

**Personnel Records - Maintenance**

The District shall maintain a complete personnel record for current and former employees. The employees' personnel records shall be maintained in the District's Administrative Office and shall be under the direct supervision of the Superintendent. The personnel record shall include the following information:

Pre-employment Records:

- job application forms
- transcripts (certificated personnel)
- pre-employment health and medical reports
- previous work experience
- references
- criminal background investigation
- such other relevant information as the District desires of applicants for screening purposes

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

Employment Records:

- dates of employment
- records maintained for the Illinois Teachers' Retirement System of the Illinois Municipal Retirement System
- criminal background investigation papers
- payroll information
- credit release information
- sick leave data
- leaves of absences data
- vacation data (where appropriate)
- valid certificate for services being performed (certificated personnel)
- transcripts of graduate work completed after the effective date of employment (certificated personnel)
- credit for in-service work completed
- employment health and medical records
- supervisory evaluations
- promotions
- disciplinary actions

**PERSONNEL**

**Personnel Records - Maintenance**

- personal leave
- awards received
- letters of resignation or retirement
- discharge
- any additional information the Administration deems to be relevant to the person's job and continued employment in the District

This information shall be maintained permanently for all employees and former employees of the District. 50 ILCS 205/7 para. 43.107 prescribes that, "Except as otherwise provided by law, no public record shall be disposed of by any offices or agency unless the written approval of the appropriate Local Records Commission is first obtained.

The Superintendent shall be responsible for periodically reviewing the personnel records maintained by the District for their accuracy, timeliness and completeness. The Superintendent shall be responsible for informing applicants and employees of the types of records which are maintained about them and for developing such further procedures as may be necessary to maintain records for all employees in the District.

**LEG. REF.:**

Federal Privacy Act  
50 ILCS 205/3a, para. 43.103a  
50 ILCS 205/7, para. 43.107  
Title VII of Civil Rights Act of 1964  
820 ILCS 40/1

**PERSONNEL**

**Personnel Records - Access**

The District shall grant an employee access to his/her personnel records at least two (2) times in a calendar year in compliance with the Illinois Employee Records Act, unless otherwise provided for in a collective bargaining agreement. Access to the employee's personnel records shall be according to the following guidelines:

1. The employee shall submit a written request to inspect his/her personnel records to the Superintendent or Superintendent's designee.
2. The Superintendent or the Superintendent's designee shall provide the employee the opportunity for inspection of the requested records within seven (7) days after the request. If such deadline cannot reasonably be met, the employer shall have an additional seven (7) days to comply.

Reasonable grounds for an extension may include, without limitation:

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

When additional time is required the Superintendent or the Superintendent's designee shall notify by letter the person making the written request within seven (7) working days of the reasons for the delay and the date by which the records will be made available or denial will be forthcoming. In no instance may the delay in processing last longer than seven (7) working days.

3. The employee shall inspect the personnel record at the District's Administrative Office during normal working hours or at another time mutually convenient to the employee and the Superintendent or the Superintendent's designee.
4. Inspection of personnel records shall be conducted under the supervision of a responsible staff member.

**PERSONNEL**

**Personnel Records – Access**

5. Neither an employee nor his/her designated representative shall have access to records which are treated as exceptions in the Illinois Employee Records Act.
6. The employee may copy material maintained in his personnel record. Payment for record copying shall be based on the District's actual costs of duplication.
7. The employee may not remove any part of his/her personnel records from his/her file or may not remove any part of his/her personnel records from the District's Administrative Office.
8. Should the employee demonstrate his/her inability to inspect his personnel records in person, the District shall mail a copy of a specific record(s) upon written request.
9. If either the District or the employee knowingly places false information in the employee's personnel record, the employer or employee, whichever is appropriate, shall have remedy through legal action to have that information expunged.
10. Should the employee be involved in a current grievance against the district or involved in any other contemplated proceedings against the District, the employee may designate in writing a representative who has the authority to inspect the personnel records under the same rights as the employee.
11. If the employee disagrees with any information contained in the personnel record, the employee may submit a written statement explaining his/her position. The district shall attach the employee's statement to the disputed portion of their personnel record and the statement shall be included whenever that disputed record is released to a third party as long as the disputed record is part of the employee's personnel file. Inclusion of any written statement attached to the disputed record in an employee's personnel file without any further comment or action by the District shall not imply or create any presumption that the District agrees with the statement's contents.
12. The District shall not gather or keep a record in an employee's personnel file of an employee's associations, political activities, publications, communications or non employment activities, unless the employee submits the information in writing or authorizes the District in writing to keep or gather such records; provided, however,

**PERSONNEL****Personnel Records – Access**

that nothing herein shall be construed to prohibit the District from gathering or keeping records in an employee's personnel file of an employee's activities that occur on the District's premises or during the employee's working hours which interfere with the performance of the employee's duties or activities, or the duties or activities of other employees, regardless of when and where occurring, which constitute criminal conduct or may reasonably be expected to harm the District's property, operations or educational process or programs, or could by the employee's actions cause the District financial liability.

13. When the District receives a written request for personnel records from a third party, the District shall review the requested records and, before releasing the records to the third party to inspect and copy such records, the District shall delete disciplinary reports, letters of reprimand or other records of disciplinary action which are more than four (4) years old, unless the release is ordered to a party in a legal action arbitration.

The District shall not divulge disciplinary reports, letters of reprimand, or records of other disciplinary action which are less than four (4) years old to a third party, to a party who is not a part of the employer's organization, or to a party who is not part of a labor organization representing the employee, without written notice as provided herein. The written notice to the employee shall be by first-class mail to the employee's last known address and shall be mailed on or before the day the information is divulged.

If the request for access to an employee's personnel records is denied, the Superintendent or the Superintendent's designee shall notify by letter the person making the request of the decision to deny such and the reason for the denial.

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

1. Letter of reference for that employee
2. Any portion of a test document, except that the employee may see a cumulative total test score for either a section of or the entire test document

**PERSONNEL**

**Personnel Records – Access**

3. Materials used by the employer for management planning, including but not limited to judgments, external peer review documents or recommendations concerning future salary increases and other wage treatments, management bonus plans, promotions and job assignments or other comments or ratings used for the employer's planning purposes;
4. Information of a personal nature about a person other than the employee if disclosure of the information would constitute a clearly unwarranted invasion of the other person's privacy;
5. Records relevant to any other pending claim between the District and employee which may be discovered in a judicial proceeding; and or
6. Investigatory or security maintained by the District to investigate criminal conduct by an employee or other activity by the employee which could reasonably be expected to harm the District's property, operations, or education process or programs, or could by the employee's activity cause the District financial liability, unless and until the District takes adverse personnel action based on information in such records.

The Superintendent shall be responsible for informing all employees about this policy and shall develop necessary procedures regarding the disclosure and access to personnel records.

Access to personnel records for those employees represented in the bargaining unit of the Sunset Ridge Education Association shall be in accordance with the contractual agreement between the School Board, School District 29 and the Sunset Ridge Education Association.

LEG. REF.: 820 ILCS 40/1

**PERSONNEL**

**Unemployment Benefits for District Employees**

All individuals working in any capacity for the District shall be ineligible for unemployment benefits during an established and customary vacation period or holiday recess, if the individual works in the period immediately before such vacation period or holiday recess and there is a reasonable assurance that the individual will work during the period immediately following such vacation period or holiday recess.

LEG. REF.: A

**APPROVED: MAY 2007**



**PERSONNEL**

**Leave of Absence with Pay - Leave of Absence for Jury Duty**

The District shall pay full salary during the time an employee is on jury duty. Jury duty remunerations, minus expenses, shall be reimbursed to the District by the employee.

An employee shall give notice of pending jury duty to the District no later than five (5) days prior to the employee serving.

LEG. REF.: A

**APPROVED: MAY 2007**

**PERSONNEL**

**General Personnel**

**Ethics**

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

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

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

**Ethics and Gift Ban**

Board policy 241.05, *Ethics and Gift Ban*, applies to all District employees. Students shall not be used in any manner for promoting a political candidate or issue.

**Outside Employment and Conflict of Interest**

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

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

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

**PERSONNEL**

**Professional Personnel - Certification**

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

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

**Illinois Teacher Corps**

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

LEG. REF.: 105 ILCS 5/10-20.15, 5/21-10, 5/21-11.4, and 5/24-23.  
23 Ill. Admin. Code § 1.620

**PERSONNEL**

**Hiring Process and Criteria**

The Superintendent or his/her designee is responsible for recruiting personnel, in compliance with School Board policy, and making hiring recommendations to the School Board. Educational Support Personnel applicants are initially screened by the Building Principal or supervisor. The District shall hire the best qualified personnel consistent with budget and staffing requirements and shall comply with School Board policy on equal employment opportunities and minority recruitment.

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

**Job Descriptions**

The Superintendent shall develop and maintain a current, comprehensive job description for all positions, other than the superintendency.

**Immigration Investigation**

All newly hired employees must complete an Immigration and Naturalization Service Form I-9 no later than three (3) business days following their first working day. If an individual is unable to provide the required documents to complete the Form I-9 within the 3 day period, the individual must present a receipt for the application of the documents within three (3) days of the hire and present the required documents within twenty-one (21) days of the hire.

**Criminal Background Investigation**

Applicants for the following positions must provide a written authorization for criminal background investigation:

- any employee seeking full-time employment;
- a certified teacher seeking concurrent part-time employment positions with one or more school districts; and
- an educational support personnel employee seeking concurrent part-time employment positions with one or more school districts.

Whenever an applicant is seeking employment in concurrent positions in more than one district as either a substitute or part-time teacher or educational support personnel employee, the District may require that the applicants authorize the Educational Service Region Superintendent who services those school districts to conduct the investigation.

**PERSONNEL**

**Hiring Process and Criteria**

An employee of a person(s) or firm(s) holding contracts with the District (including food service workers, school bus drivers, and other transportation employees) or anyone who has direct, daily contact with students in any of the District's schools must also execute a written authorization for a criminal background investigation. Such an employee is prohibited from working on school grounds if the employee has been convicted for committing or attempting to commit any one or more of the offenses cited in 1-4 below.

The School Board shall not knowingly employ a person who has been convicted of committing or attempting to commit any one or more of the following offenses:

1. The Criminal Code of 1961, 720 ILCS 5/11-6, 11-9, 11-14, 11-15, 11-15.1, 11-16, 11-17, 11-18, 11-19, 11-19.1, 11-20, 11-20.1, 11-21, 12-13, 12-14, 12-15, and 16-16.
2. Cannabis Control Act, 720 ILCS 550/1 et seq. except 720 ILCS 550/4(a), 55/4 (b), and 550/5(a).
3. Illinois Controlled Substances Act, 720 ILCS 570/10 et seq.
4. Any offense committed or attempted in any other state or against the laws of the United States, which if committed or attempted in this state, would have been punishable as one or more of the foregoing offenses.

The Board President will keep a conviction record confidential and share it only with the Superintendent, Regional Superintendent, State Superintendent of Schools, State Teacher Certification Board, or any other person necessary to the hiring decision. A copy of the conviction record obtained from the Department of State Police will be provided to the applicant.

**PERSONNEL**

**Hiring Process and Criteria**

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

**Orientation Program**

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

LEG. REF.: A

CROSS REF.: 3.50, 5.10, 5.40

**PERSONNEL**

**Hiring Process and Criteria**

**Assignments and Transfers**

Assignment of staff members to specific schools and positions is the responsibility of the Superintendent. Instructional personnel shall be assigned by the Superintendent on the basis of the District's needs, on the employee's qualifications and on their expressed desires, in that order of priority. In consideration of the needs and of the best interest of the District, the Superintendent may transfer a staff member to a different assignment. Prior to the transfer of any staff member, the Superintendent shall have a conference with the staff member involved.

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

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

LEG. REF.: A

**APPROVED: MAY 2007**

**PERSONNEL**

**Probation and Tenure**

First Year:

When first employed in the District, a certificated staff member in a full-time teaching position shall be placed on probationary status. The administration shall make a recommendation to the Board about re-employment of the staff member.

If the employee's contract is not to be renewed, the Board shall notify the employee at least sixty (60) days prior to the end of the school term. Failure to notify the employee within this period of time shall result in automatic renewal of the contract for another year. See School Code for details of notification.

A probationary employee shall have been employed by November 1 in order to receive credit toward tenure for the first year of service in the District. An employee shall not receive credit toward tenure for the first year of service if he takes more than ten (10) days of a Board approved leave of absence without pay. In such a case, service to be credited toward tenure shall begin with the next school term.

Second, Third, and Fourth Years:

If re-employed after the first year, the employee shall be placed on probationary status on a year to-year basis until such time as tenure is available pursuant to Illinois School Code.

If the employee's contract is not to be renewed after the second year of service, the Board shall notify the employee, giving reason(s) for this decision, at least sixty (60) days prior to the end of the school term. Failure to properly notify the employee shall result in automatic renewal of the contract and shall provide the employee tenure in the District. See School Code for details of notification.

A probationary employee shall serve for a complete school term in order to receive credit toward tenure for the second year of service. An employee shall not receive credit toward tenure for the second year of service if he/she takes more than ten (10) days of Board approved leave of absence without pay. In such a case, service to be credited toward the second year of tenure shall begin with the next school term.

The teacher shall receive written notice by mail plus by certified mail, return receipt requested or personal delivery with receipt, at least sixty (60) days before the end of the school year of probation. See School Code for details of notification.

LEG REF.: A

**APPROVED: MAY 2007**



**PERSONNEL**

**Professional Growth**

The Board encourages and will allocate funds for employees to engage in programs and activities which will lead to their professional growth, expansion of skills and increased job competence.

The District's staff development programs shall have the following purposes:

- to address the instructional program goals and objectives;
- to address the needs for staff development which are manifested by the District's evaluation programs for curriculum, personnel and students;
- to increase the professional ability of staff members in their fields of educational specialization;
- to promote evaluation of current practices;
- to encourage staff members to examine new trends in education;
- to assist staff members in the implementation of improved instructional practices.

Provisions may be made by the District for staff development opportunities through:

- planned in-service programs, courses, seminars and workshops offered within the District;
- visits to other classrooms and schools and attendance at conferences, workshops and other meetings;
- leaves of absences for advanced training;
- leadership education program;

**District-Sponsored Activities**

A District advisory committee may be appointed by the Superintendent for the purpose of planning District-sponsored activities. The committee may submit a report to the Board which contains an evaluation of the previous year's in-service program, the committee's assessment of training needs in the next and future years and a one-year program to meet immediate needs of the District. The Superintendent may present to the School Board no later than July 1, the report of the advisory committee along with this recommendations and rationale for the District-sponsored development activities for the coming year.

**PERSONNEL**

**Professional Growth**

**Outside Activities**

Individual staff members may request permission from the Superintendent to attend professional association workshops, conventions, seminars and university classes. The staff member shall provide rationale to show that attendance at such a program shall benefit the District. Permission for attendance and reimbursement for incurred costs of outside professional activities shall be in accordance with the District's administrative procedures and current collective bargaining agreement.

**Leave of Absence**

Provisions for leaves of absence for advanced training are subject to the current collective bargaining agreement with the professional staff.

**PERSONNEL**

**Conferences and Visitations**

Upon the approval of the Superintendent or his designee, staff members may be released with full pay to attend conventions, professional meetings, workshops, visit exemplary programs and participate in other professional growth activities. At the time of approval, the Superintendent or his designee shall identify which expenses, if any, shall be reimbursed by the District. After participation, a written report may be requested by the Superintendent summarizing the highlights of the activity. Staff members also are to share these activities with their colleagues.

**PERSONNEL**

**Consulting Activities**

Upon the approval of the Superintendent or his/her designee, staff members may be released with full pay to serve as speakers, consultants or resource persons outside the District. The staff member may accept a reasonable fee for preparation done outside of the working day. The employee or the school district or institution receiving the services may be responsible for travel, lodging and meal expenses and for substitute costs if any are incurred.

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

**PERSONNEL**

**Salary and Compensation**

It is the policy of the District to set professional compensation at levels which attract and retain the best qualified personnel. In setting compensation levels, consideration shall be given to:

- budget constraints
- needs of District
- compensation levels in neighboring elementary districts

Compensation shall be negotiated as required by law with the certified representative of the professional bargaining unit.

The current collective bargaining agreement between the Board of Education, School District 29 and the Sunset Ridge Education Association provides compensation information for professional personnel.

**PERSONNEL**

**Experience Credit**

Upon recommendation of the Superintendent, the School Board shall consider previous experience in identifying the appropriate step on the teachers' salary schedule for newly hired professional employees.

**PERSONNEL**

**Teacher Assistants**

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

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

**PERSONNEL**

**Substitute Teachers**

The Superintendent shall have the authority to employ substitute teachers as may be necessary to take the place of teachers who are temporarily absent.

A substitute teacher shall hold a valid certificate, which may be a substitute teacher certificate. Substitute teachers, holding a substitute certificate only, may teach only when a fully certified teacher is unavailable. A substitute teacher with a substitute certificate may teach for a period of 120 paid school days or six-hundred (600) paid hours in the District in any one (1) school term. A school day shall be considered as five (5) hours.

Current substitute pay rates should reflect the following:

- \$100.00/day, first 10 days in district; \$50.00/half-day
- \$105.00/day, after 10 days in district; \$52.50/half-day
- \$130/day, long-term assignments of 10 or more consecutive days
- \$142/day, permanent floater substitutes working full school year

Substitutes working in previous years having already fulfilled the initial 10-day in district requirement will be paid \$105/day or \$52.50/half-day.

All long-term and permanent floater substitute assignments must be preapproved by the Superintendent.

LEGAL REF. A



**PERSONNEL**

**Resignations and Retirement**

Tenured teachers may resign only at the end of the school year unless obtaining concurrence of the School Board or by complying with statutory provisions thereon.

Any teacher terminating service not in accordance with these notice requirements is guilty of unprofessional conduct. In such instances, the School Board may request that the State Teachers Board suspend such teacher's certificate.

**PERSONNEL**

**Retirement Systems: Notification of Retirement**

In general, retirements shall be submitted and accepted to be effective at the close of a school year. In order to receive maximum retirement benefits, employees contemplating retirement should make their intentions known as early as possible so that the administration can provide assistance in processing the necessary forms and making the proper arrangements.

An employee who voluntarily leaves the District shall submit to the School Board a letter of resignation indicating the effective date of the resignation and the intention, if any, to utilize the early retirement or standard retirement provisions of the Teachers' Retirement System (T.R.S.) or the Illinois Municipal Retirement System (I.M.R.F.).

LEG.REF.: . A

**APPROVED: MAY 2007**

**PERSONNEL**

**Teacher Retirement System (TRS) Early Retirement System (ERO)**

Tenured teachers who are eligible under the terms of the Teachers' Retirement System of the State of Illinois may choose the option of early retirement. Such employees shall inform the superintendent in writing of their intention to retire. In order to receive maximum retirement benefits, staff members contemplating retirement should make their intentions known as early as possible, but no later than December 1st of their final school year of employment, so that the administration can provide assistance in processing the necessary forms and making the proper arrangements. Such retirements shall become effective at the close of the school year.

This option shall be limited annually to thirty (30) percent of those eligible based on seniority in District 29.

Requirements and procedures governing early retirement shall follow state statutes.

LEGAL REF. A

**APPROVED: MAY 2007**

**PERSONNEL**

**Suspension Without Pay**

The Superintendent or his/her designee should the Superintendent be absent, is authorized to immediately suspend, without pay, for up to five (5) working days, any employee of the District who violates a school policy, is guilty of serious misconduct or is guilty of disobedience in refusing to follow the directions of a supervisory administrator.

Activities prior to the suspension and following the suspension are as follows:

Prior to the Suspension:

1. The person shall be verbally notified of the charges by the Superintendent or his/her designee and shall have the right to explain or rebut the charges;
2. The Superintendent or his/her delegate shall verbally advise the employee of the administrative decision after the discussion concerning the alleged violation of policy or incident that precipitated the meeting.

Procedures following the Suspension:

1. Within two (2) working days following the decision, the Superintendent or his designee shall present the decision in writing to the employee;
2. Within five (5) working days of the receipt of the written decision, the employee may file a written request with the Superintendent for a review by the School Board of the administrative decision made by the Superintendent or designee;
3. The School Board shall hold a review; the employee may be represented by counsel and have a full hearing before the Board with the opportunity to present witnesses and proof relative to the allegations;
4. The School Board shall issue a written decision to the employee within twenty (20) working days of the date of the hearing;
5. The School Board's decision shall be final.

If the School Board, upon review, determines that the suspension was not properly invoked, the suspension references shall be deleted from the employee's records, and the lost pay shall be promptly paid to the employee.

**PERSONNEL**

**Suspension Without Pay**

If the Superintendent is of the opinion that the best interests of the District require a longer suspension than five (5) working days authorized by the policy for administrative suspension, the Superintendent shall notify the President or Vice President of the School Board concerning his/her recommendation, and the matter shall be presented to the Board as soon as possible.

Extension of Suspension: Procedures

1. The employee shall be notified in writing (if available for receipt of a written notification or if not so available, by oral communication, and if this cannot be achieved, the Board may proceed with the hearing despite lack of notice);
2. The Board will review the suspension in closed session;
3. The employee shall have a right to be represented by counsel, to have a full hearing before the Board, with an opportunity to present witnesses and proof relative to the allegations;
4. After hearing the matter, the Board shall determine whether to continue the suspension and for what period, and shall forward a written notification of the determination of the Board to the employee.

LEG. REF.: A

**PERSONNEL**

**Termination of Employment**

Employment of teachers in the District may be terminated in accordance with statutory and contractual provisions.

**PERSONNEL**

**Reduction in Force**

The School Board reserves the right to reduce staff when, in its judgment, the best interests of the School District shall be served by such action. Probationary certificated personnel shall be terminated before tenured certificated personnel who are legally qualified to hold a position currently held by a non-tenured teacher at the time of the staff reduction.

Reduction in force for professional personnel shall be implemented in accordance with the current collective bargaining agreement and applicable State statute.

LEG. REF.: A

**APPROVED: MAY 2007**

**PERSONNEL**

**Evaluation**

The School Board supports an effective teacher evaluation system that focuses on the improvement of instruction. The specific functions of teacher evaluation are:

1. to improve teaching through the identification of ways to change teaching systems, teaching environments or teaching behaviors;
2. to supply information that will lead to the modification of assignments, promotions and terminations;
3. to recognize superior performance;
4. to provide a basis for teachers' professional development.

The teacher evaluation system of the district will be conducted as provided for in the contractual agreement between the Board of Education, School District No. 29 and the Sunset Ridge Education Association.

The Superintendent shall annually provide the School Board with recommendations regarding the continued employment or termination of professional personnel based on the results of the District's evaluation system.



**PERSONNEL**

**Tutoring**

Private tutoring shall be defined as teaching privately for pay, and shall be considered as outside employment. The District's policy on this matter shall be as follows:

1. No teacher shall tutor a student from his/her own current class or caseload during the school term. In all other circumstances involving a contractual teacher and a District 29 student, the permission of the Superintendent or Principal shall be required;
2. In discussing tutoring with parents, each case shall be considered on its own merits;
3. Teachers shall not tutor students for pay on site;
4. Financial arrangements for tutoring shall be made between the parent/guardian and the tutor.
5. Parents shall be encouraged to keep the Building Principal and classroom teacher informed of any tutoring that is done.

Tutoring may be provided by the District for:

- Special Education Students
- Homebound Students
- Hospitalized Students
- Bilingual Students

**PERSONNEL****Discipline**

The School Code of Illinois states, “Teachers and other certificated educational employees shall maintain discipline in the schools. In all matters relating to the discipline in and the conduct of the schools and the school children, they stand in the relation of parents and guardians to the pupils. This relationship shall extend to all activities connected with the school program including all athletic and extra curricular programs and may be exercised at any time for the safety and supervision of the pupils in the absence of their parents and guardians.” The School Code of Illinois. The teacher or other certificated educational employee in charge of each class or activity is responsible for the maintenance of appropriate student behavior. All teachers, under the direction of the administrative staff, share responsibility for supervision of the common areas of the school.

The use of the following disciplinary methods shall be permissible in appropriate circumstances by District staff with the students:

- individual student discussion and counseling
- student involvement in defining acceptable standards of behavior
- parent(s)/guardian(s) involvement in cases where a student repeatedly exhibits lack of responsibility of self-discipline
- denial of privileges;
- removal from the classroom
- detention
- suspension
- expulsion

Corporal punishment, defined as the intentional use of force to inflict bodily harm, is expressly prohibited. Sufficient physical force may be used when necessary to protect the student or other individuals from bodily harm and to protect property.

Teachers and other staff members shall refrain from using disciplinary methods which may be psychologically damaging to students such as ridicule or excessive display or temper.

A student whose behavior is so disruptive as to interfere with classroom order, the conduct of lessons or the participation of fellow students in the learning process shall be subject to removal by the teacher from the classroom. The removal of the student from the classroom shall be in accordance with the standards and procedures established and maintained by the District which provides due process to the students.

LEG. REF.: A

**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.
2. distribution, consumption, use, possession, or being under the influence of alcohol while on District premises or while performing work for the District.

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

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

As a condition of employment, each employee shall:

1. abide by the terms of the District policy respecting a drug- and alcohol-free workplace; and
2. notify his or her supervisor of his or her conviction under any criminal drug statute for a violation occurring on the District premises or while performing work for the District, no later than five (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. make available materials from local, state, and national anti-drug and alcohol-abuse organizations;
3. enlist the aid of community and state agencies with drug and alcohol informational and rehabilitation programs to provide information to District employees.

**District Action Upon Violation of Policy**

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

**GENERAL PERSONNEL**

The School 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 ten (10) days after receiving notice of the conviction.

LEGAL REF. A

**PERSONNEL**

**Meetings and Committees**

Teachers are expected to attend meetings called by the Superintendent or his/her designee and to serve on committees organized to further the interests of the school.

**PERSONNEL**

**Graduate Hour Credit**

Reimbursement for hours earned at an accredited college/university and applicable to horizontal movement on the Compensation Schedule as related to the earning of such credit shall be in accordance with the current collective bargaining agreement.

**PERSONNEL**

**Leave of Absence With Pay - Leave of Absence for Illness**

Requests for absence for illness shall be considered in accordance with the current collective bargaining agreement between the School Board of District 29 and the Sunset Ridge Education Association and applicable state statute.

LEG. REF.: A

**Sunset Ridge School District 29**

**521.03**

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**PERSONNEL**

**Leave of Absence With Pay - Sabbatical Leave**

Requests for sabbatical leaves of absence shall be considered in accordance with the current collective bargaining agreement between the School Board of District 29 and the Sunset Ridge Education Association and the applicable State statute.

**APPROVED: MAY 2007**



LEG. REF.: A

**Sunset Ridge School District 29**

**521.06**

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**PERSONNEL**

**Leave of Absence With Pay - Personal/Special Leave**

Personal leave (with pay) shall be provided in accordance with the current collective bargaining agreement between the School Board of District 29 and the Sunset Ridge Education Association.

**APPROVED: MAY 2007**

**PERSONNEL****Temporary Illness or Temporary Incapacity**

A temporary illness or temporary incapacity is an illness or other incapacity of ill being that renders an employee physically or mentally unable to perform assigned teaching duties. During the period of disability, the employee shall be entitled to use accumulated sick leave benefits. However, income received from other sources (teacher retirement, worker's compensation, District paid insurance program, etc.) shall be deducted from the District's compensation liability to the employee. When the income from other than the District's funds is received by the employee due to his temporary disability, the District shall be only responsible for the remaining salary owed the employee. The intent of the District is that in no case will the employee who is temporarily disabled receive more than one hundred percent (100%) of his gross salary.

If an employee who is temporarily disabled received no District funds, no sick leave benefits will be deducted. If an employee who is temporarily disabled receives District funds, sick leave benefits will be deducted on a pro-rata basis.

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

After being absent ninety (90) consecutive school days or ninety (90) days within one hundred twenty (120) consecutive school days, in a school year due to illness or incapacity, or exhaustion of sick leave, whichever is greater, such illness or incapacity shall be considered a permanent disability and the School Board may begin dismissal proceedings subject to the provisions of The School Code and the Americans with Disabilities Act.

Any employee may be required to have an examination, at District expense, by a physician who is licensed in Illinois to practice medicine and surgery in all its branches if the examination is job-related and consistent with business necessity.

LEG. REF.: A

**APPROVED: MAY 2007**

**PERSONNEL**

**Employees with Chronic Communicable Diseases**

**Continued Employment**

Employees with chronic communicable diseases may be permitted to retain their positions whenever, through reasonable accommodation of the employee's physical condition and without undue hardship to the employer, there is no reasonable risk of transmission of the disease to others. Such employees shall remain subject to the Board's employment policies, including, but not limited to, sick leave, physical examinations, temporary and permanent disability and termination.

**Review Procedures**

**A. Temporary Exclusion**

Upon being informed that a staff member has, or is reasonably suspected of having, a chronic communicable disease, an employee shall inform the Superintendent or designee responsible for convening the multidisciplinary team.

Pending determination of the employee's continued employment status, an employee with a chronic communicable disease, or an employee who is reasonably suspected of having a chronic communicable disease, may be temporarily excluded from work for a period not to exceed ten (10) working days, or may be transferred to another position by the Superintendent or designee. Any extension of an employee's temporary exclusion from work shall be approved by the multidisciplinary team. During any period of temporary exclusion, the employee shall be entitled to be paid at the employee's regular rate.

**B. Initial Evaluation**

An employee with a chronic communicable disease, or an employee who is reasonably suspected of having a chronic communicable disease, may be required to submit to a physical examination, conducted by a physician selected by the district and provided at school district expense. The employee shall then be evaluated by a team that may consist of appropriate district personnel and a physician or other consultants selected by the Superintendent or designee, the employee's physician(s), public health personnel and the employee, where applicable. The team's report and recommendations, including any dissenting opinions, shall be forwarded to the Superintendent or designee. Every effort shall be made to complete the evaluation in a timely and prompt manner.

## PERSONNEL

### Employees with Chronic Communicable Diseases

#### C. Subsequent Evaluations

The employee shall be periodically reevaluated by the multidisciplinary team to determine whether the employee's placement continues to be appropriate. The frequency of the reevaluations shall be determined by the team, but in no event shall the employee be reevaluated less frequently than once per school year.

#### Confidentiality

The employee's medical condition shall be disclosed only to the extent necessary to minimize the health risks to the employee and others. The number of personnel aware of the employee's condition will be kept at the minimum needed to detect situations in which the potential for transmission may increase. Persons deemed to have "a direct need to know" will be provided with the appropriate information; however, these persons shall not further disclose such information. The multidisciplinary team responsible for making initial and subsequent evaluations will be responsible for determining who has "a direct need to know." The Superintendent or designee shall report, by mail or telephone, each suspected or diagnosed case of a Class I or Class II communicable disease to the local health authority.

#### Dismissal - Employees on Contractual Continued Service Status

If a dismissal or removal of an employee on contractual continued service status is sought, such dismissal or removal shall be implemented in accordance with § 24-12 of The School Code.

#### Dismissal - Other Employees

1. If an employee other than one on contractual continued service status is being considered for dismissal for reasons relating to chronic communicable diseases, such dismissal shall be in accordance with the following procedure. The specific charges for dismissal shall be issued to the employee, in writing, and shall be confidential.
2. If the employee, within ten (10) days, requests in writing of the Secretary of the Board that a hearing be scheduled, the Board shall schedule a hearing on the proposed dismissal. If no hearing is requested, the Board decision shall be final and such action shall be confirmed in a public session.

**PERSONNEL**

3. Any hearing shall be conducted before the Board, a committee of the Board, or a board-appointed hearing officer, on a date no less than ten (10) days, nor more than sixty (60) days, after notice of the proposed dismissal is provided to the employee.
4. The Board shall, with reasonable dispatch, make a decision as to whether the dismissal should be upheld or overturned. This decision shall be final and binding.

**Additional Rules and Regulations**

The Superintendent may establish additional rules and regulations designed to implement this Policy.

**PERSONNEL**

**General Leaves of Absence (Without Pay)**

Requests for general leaves of absence (without pay) shall be considered in accordance with the current collective bargaining agreement between the School board of District 29 and the Sunset Ridge Education Association.

**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 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.: 105ILCS 5/10-22.34

**PERSONNEL**

**Support Staff - Employment At-Will - Recruitment and Hiring**

Employment At-Will

Employment with the District is at-will, meaning that employment may be terminated by the District or employee at any time, without restriction. Nothing in School Board policy is intended or should be construed as altering the employment at-will relationship.

Recruitment

The Superintendent shall recommend to the School Board the establishment of new support staff position(s). The School Board may approve the creation of such a position. Vacancies within the existing support staff, as well as new positions, may be advertised in area newspaper(s). The District's website, state and local county websites, universities and professional organizations.

Selection

After a preliminary screening is completed, qualified applicants shall be referred to the Superintendent for final selection.

All support staff may be employed by the School Board upon recommendation of the Superintendent.

LEG. REF.: A



**PERSONNEL**

**Time Schedules - Employment Year**

The individual time schedules of support staff shall be developed by the Superintendent subject to the needs of the District.

**PERSONNEL**

**Support Staff - Assignment/Transfer/Promotion**

Assignment/Transfer

Staff members are employed by and for the School District. Assignment/transfer to specific buildings and responsibilities shall be the responsibility of the Superintendent.

Promotion

Promotion or transfer from one position to another shall be based on performance, ability, seniority and consideration for the best interest of the District. An employee wishing to be promoted or transferred shall apply in writing to the Superintendent.

CROSS REF.: 540.01

**APPROVED: MAY 2007**

**PERSONNEL**

**Support Staff – Evaluation**

The supervision of every employee shall include continuing informal evaluation and constructive suggestion toward improvement of performance.

In addition to the continuing information evaluation, there shall be a formal evaluation procedure.

The purposes of the formal evaluation are for:

- assessing of performance for retention, reassignment, promotion or salary advancement;
- improving of performance through constructive suggestions which will help the employee realize his/her full potential; and
- maintaining in each employee’s personnel record a report of his/her performance in the District. The employee may respond with a written statement which shall be attached to his/her record.

**Employees on an Annual Contract**

The supervisor of each full-time employee will annually complete a performance report for the employee in his/her area of responsibility, using the form applicable to the job classification. A copy shall be given to the employee and discussed with him. The original shall be signed by the employee and filed with the Superintendent.

**Hourly Employees**

The supervisor of each part-time employee will annually complete a performance report for the employee’s record.

CROSS REF.: 500.51

**PERSONNEL**

**Support Staff – Contracts and Compensation**

Compensation for support staff shall be adopted annually by the School Board upon recommendation of the Superintendent.

Salary increases are not automatic or across the board.

Support staff are paid bi-weekly on a schedule which sets the first pay period as the first two (2) weeks of the fiscal year.

**PERSONNEL**

**Support Staff - Vacation**

After one full school year, July 1 to June 30, of continuous employment, full-time year-round employees shall be eligible for vacation on the following basis;

- After one (1) year and up to five (5) complete years of continuous employment – ten (10) working days:
- After five (5) years and up to ten (10) complete years of continuous employment - fifteen (15) working days;
- After ten (10) complete years of continuous employment - fifteen (15) working days plus one day for each year of service in excess of ten (10) years to a maximum accumulation of twenty (20) working days.

Unused vacation days shall not accumulate. Employees terminating their employment shall be entitled to remuneration for the amount of vacation earned to the date of termination, provided they have been in the employ of the school system for one full school year. Vacation remuneration shall be paid only when employment is terminated by the action of the School Board or by a two (2) weeks notice in writing by the employee.

Requests for vacations must be approved by the Superintendent. Every effort shall be made to meet the desires of the employee and the needs of the school system in establishing vacation dates. Vacations shall be taken during the time when school is not in session, except by special arrangement with the Superintendent or the Superintendent's designee. The Superintendent or his/her designees shall keep a record of vacations earned and the dates taken.

**PERSONNEL**

**Support Staff – Holidays**

When students and teachers are not in attendance on the following days, full-time year-round support staff shall not be required to work on the following holidays, unless notified otherwise:

- |                                    |                                    |
|------------------------------------|------------------------------------|
| Christmas Day                      | Memorial Day                       |
| Columbus Day                       | New Years Day                      |
| Good Friday                        | Presidents Day                     |
| Independence Day                   | Rosh Hashanah                      |
| Labor Day                          | Thanksgiving Day and the day after |
| Martin Luther King, Jr.'s Birthday | Veterans Day                       |
| Yom Kippur                         |                                    |

If the holiday falls on a weekend, it may be observed on a Friday or Monday at the Superintendent's discretion.

**Floating Holidays**

1. At the Superintendent's discretion employees may be provided one (1) floating holiday during the students' winter break.
2. At the Superintendent's discretion employees who work on Veterans' Day will be provided the day before Thanksgiving as a holiday.
3. At the Superintendent's discretion employees who work on holidays listed above (other than Veterans' Day) will be provided with one (1) additional floating holiday, to be taken during the students' winter, spring or summer break.

**PERSONNEL**

**Support Staff – Conference and Visitations**

The Superintendent or his/her designee may release support staff members with full pay to attend conventions, workshops and conferences, visit exemplary programs, and participate in other work-related growth activities.

**PERSONNEL**

**Support Staff – Personal/Special Leave**

The support staff of the District shall be eligible to receive three (3) personal leave days per year beginning July 1 (partial years are not included) for personal or business use provided that such activities cannot be done at other than regular work hours. Unused leave for such purposes shall accumulate as sick leave. Application for absence shall be made to the Superintendent or his/her designees at least two (2) working days prior to the desired onset of such leave, except in the event of an emergency. An emergency application shall be made as promptly as practical with an explanation of such emergency and shall specify the reason for requesting such leave. Personal leave shall not be available for a work stoppage of any kind or for any activity which shall result in taxable income for the employee.

No days may be used immediately before or immediately after a holiday unless prior approval is granted by the immediate supervisor. Such personal leave may not be used in increments of less than one-half (1/2) day at a time.

In addition, support staff will be given five (5) bereavement days which do not accumulate from year to year.



LEG. REF.: A

**Sunset Ridge School District 29**

**540.50**

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**PERSONNEL**

**Support Staff – Shelter Illinois Municipal Retirement Fund Contributions**

The Schol Board shall deduct from the employee's salary the required Illinois Municipal Retirement Fund contribution.

**APPROVED: MAY 2007**

**PERSONNEL**

**Support Staff – Leave of Absence With Pay – Leave of Absence for Illness**

Full-time non-certificated employees shall be entitled to fifteen (15) sick days per year at full pay. Annual unused sick days may accumulate to a maximum of two-hundred forty (240) days at full pay. Sick days shall be interpreted to mean personal illness or quarantine at employee's home.

**PERSONNEL**

**Support Staff – Leave of Absence With Pay – Temporary Illness or Temporary Incapacity**

Temporary illness or temporary incapacity is defined by the School Board as any illness or other incapacity which renders an employee physically and mentally unable to perform assigned duties. During the period of disability, the employee shall be entitled to use accumulated sick leave benefits. However, income received from other sources (worker's compensation, District paid insurance programs, etc.) shall be deducted from the District's compensations liability to the employee, where the District contributed any monies to the plan or program upon which disability provides benefits. When income from other than District's funds is received by the employee due to his/her temporary disability, the District shall be only responsible for the remaining salary owed the employee. The intent of the District is that in no case shall the employee who is temporarily disabled receive more than one hundred (100%) of his/her gross salary.

If an employee who is temporarily disabled received no District funds, no sick leave benefits will be deducted. If an employee who is temporarily disabled received District funds, sick leave benefits will be deducted on a pro-rated basis.

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

**PERSONNEL**

**Support Staff – Relations with Vendors**

Employees shall have no interest, financial or otherwise, in the sale, proceeds, or profits of any books, apparatus, or furniture used or to be used in any school in the District.