



# **PERSONNEL PROCEDURES HANDBOOK**

**Revised AUGUST 2010**

**NORTHBROOK SCHOOL DISTRICT 27**  
1250 SANDERS ROAD  
NORTHBROOK, IL 60062  
PHONE: 847/498-2610 FAX: 847/498-5916  
[www.nb27.org](http://www.nb27.org)

## FOREWORD

This handbook of personnel procedures and information has been developed for the purpose of communicating basic operating procedures to employees of the school district. Effort has been given to assuring that the described procedures are consistent with the policies of the Board of Education, with the School Code of the State of Illinois, and with the terms of *The Agreement Between the Faculty Association and the Board of Education*; however, should there be any discrepancy between the contents of this handbook and any of these documents, the described documents shall take precedence over the descriptions contained herein.

All employees are expected to review the contents of this handbook in order that they will adhere to the described procedures. Should an employee have questions or need clarification regarding any of these procedures, the employee may contact the building principal, personnel office, or business office as may be appropriate to the nature of the question.

### **Section 1: Board of Education Policies Regarding Personnel**

Section 1 of this handbook is taken from the *Board of Education Policies*. Policies regarding personnel are found in Section G of the Board policy manual. Section G is printed here in its entirety. The entire Board of Education Policy Manual is found on the District web site under School Board.

#### **1.1 Staff Involvement in Decision Making - Policy GBB**

The ultimate responsibility for development and implementation of policies rests with the Board; the superintendent is authorized to recommend such committees as may be needed to recommend policies and procedures for the optimum functioning of the District.

Professional personnel may be invited to assist in the formulation of recommended educational policies and procedures. Such recommendations shall be made to the superintendent and through him/her to the Board.

#### **1.2 Staff Ethics - Policy GBC**

An effective educational program requires the services of persons of integrity, high ideals, and human understanding. To maintain and promote these characteristics, all employees of the District schools are expected to maintain high standards in their school relationships. These standards include but are not limited to the following:

- The maintenance of proper and courteous professional relationships with pupils, parents, staff members, community, and others.
- The maintenance and continued development of professional knowledge in their fields of work.

- The transaction of all official business with the properly designated authorities of the school system.
- The proper use and protection of all school properties, equipment, and materials.
- The commitment to the welfare of children as the paramount concern of the school system.
- The restraint from using pressure on school officials for appointment or promotion.
- The restraint from using school contacts and privileges to promote partisan politics, sectarian religious views, or propaganda of any kind.
- Any constructive criticism is to be made directly to the particular school administrator who has the administrative responsibility for improving the situation and then to the superintendent if necessary.

### **1.3 Staff Conflicts of Interest – Policy GBCA**

In the interest of maintaining the excellence of the educational program and to avoid conflict of interest charges, staff members shall not:

1. Engage in outside employment which adversely affects the efficient performance of the staff member's duties for the school district.
2. Tutor, for pay, any resident of the District.
3. Be interested in the sale, proceeds or profits of any book, apparatus, or furniture used or to be used in any school with which such staff may be connected.
4. Accept a position which will be in conflict with the designated "school day" or cause him/her to use sick leave days or personal leave time to meet any requirements of outside employment.

### **1.4 Employment of Relatives – Policy GBCB**

The District prohibits the placement of employees where one relative is responsible for directly supervising the job performance or work activities of another relative.

A “relative” for purposes of this policy includes father, mother, brother, sister, spouse, child (including step and foster), father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or any relative by blood or marriage residing in the same household.

This policy shall apply to any person who is employed as a full-time, part-time, or temporary employee of School District 27. This policy shall not apply to individuals hired prior to June 17, 2004, and shall not be retroactively applied. However, change in the status of employees hired after June 17, 2004, shall be governed by this policy.

The employment of relatives shall be permitted. However, no employee shall participate in the process of review, recommendation, and/or decision-making in any matter concerning hiring opportunities, salary, promotion, demotion, transfer, lay off, recall, work assignments, performance evaluation, reward, discipline, suspension or discharge of a relative as herein defined.

### **1.5 Safe and Drug-Free Schools – Policy GBCBA**

#### **PURSUANT TO THE SAFE AND DRUG-FREE SCHOOLS AND COMMUNITIES ACT OF 1994 AND THE STATE AND FEDERAL DRUG-FREE WORKPLACE ACTS**

##### **I. POLICY**

The unlawful possession, use, or distribution of illicit drugs and alcohol, including anabolic steroids, by employees on school premises or as part of any school activities or in any other location where an employee's job performance is affected is hereby prohibited. For the purposes of this policy, drugs are defined as any drug which is not legally obtainable and/or any drug which is legally obtainable, such as a prescription drug, but which is not legally obtained, is not being used for prescription purposes, and/or is not being taken according to prescribed dosages.

##### **II. NOTICE OF CONVICTIONS**

Any employee who is convicted of violating any Federal or State criminal drug statute while in the workplace or conducting District activities must notify the superintendent within five (5) days of such conviction. For the purposes of this notice requirement, a conviction includes finding of guilt, a no contest plea, and/or an imposition of sentence by any judicial body for any violation of a criminal statute involving the unlawful manufacture, distribution, dispensation, possession or use of drugs in the workplace.

##### **III. PENALTIES FOR VIOLATION**

Compliance with this policy is a condition of continued employment. Consequently, a violation of any aspect of this policy will render employees subject to disciplinary action up to and including termination of employment and referral for prosecution. Alternatively, if deemed appropriate by the Board under the particular circumstances, an employee who violates this policy may be required to participate in and complete a drug and alcohol abuse assistance or rehabilitation program to the satisfaction of the Board.

#### IV. DISSEMINATION OF INFORMATION

Employees shall be notified at least once each school year of the contents of this policy, and shall be given a copy of this policy at the commencement of each school year. Information concerning any available drug and alcohol counseling and rehabilitation and re-entry programs shall be made available to employees. A copy of this policy shall be posted in a place where other information for employees is posted.

#### V. REVIEW

The Board of Education and Administration shall conduct a biennial review of this policy to:

- a) determine its effectiveness and implement changes to this policy and program if necessary, and
- b) ensure that the sanctions required by this policy are consistently enforced.

### **1.6 Suspension of Certified Personnel – Policy GBCC**

#### Suspension Without Pay

The Superintendent, or his/her designee, is authorized to suspend, without pay, for a period not to exceed five (5) work days, any staff member, for any one or more of the following reasons:

- Incompetency
- Cruelty
- Negligence
- Immorality
- Insubordination
- Violation of Board policy
- Behavior which is not in the best interest of the School District
- Conduct which may disrupt the educational programs and process
- Conduct which violates any Illinois or federal law
- Other sufficient causes

In the absence of the Superintendent, the Assistant Superintendent shall have the same authority under this Policy as the Superintendent.

Prior to any suspension under this policy, the affected employee shall be notified of the charges by the Superintendent or his/her designee and shall have the right to explain or rebut the charges.

The Superintendent or his/her designee shall then verbally advise the employee of his/her

decision regarding the employee's suspension, and the employee shall be required to immediately comply with the Superintendent or his/her designee's directive regarding same. As soon as practicable thereafter, the Superintendent or his/her designee shall provide the employee with written confirmation of his/her decision.

Within five (5) work days of the verbal notification of the determination of the Superintendent or his/her designee, the employee may file a written request with the Superintendent for a review hearing before the Board of Education as further provided herein. If the suspended employee fails to request a review of the Superintendent's decision, he or she shall be deemed to have accepted the decision of the Superintendent and no review by the Board shall take place.

If the Superintendent or his/her designee is of the opinion that the best interests of the School District require a longer suspension than the five (5) work days authorized by this policy for administrative suspension, the Superintendent shall notify the Board of Education concerning this recommendation, and the matter shall be presented to the Board as soon as practicable. Written notice of the Board hearing to review of the Superintendent's recommendation shall be provided to the employee.

The hearing regarding review of the administrative suspension and/or the recommendation for a longer suspension shall take place before the Board of Education or before a hearing officer appointed by the Board. At the hearing, the employee shall have the right to be represented by counsel at his/her own expense and present witnesses and proof relative to the charges. If a hearing officer is appointed by the Board, he/she shall report to the Board a written summary of the evidence presented at the hearing, his/her findings and recommendation. The Board may take such action thereon as it finds appropriate. If the Board determines that the suspension was not properly invoked, the suspension references shall be deleted from the employee's records, and the lost pay promptly paid to the employee. If the Board believes the employee's conduct warrants a longer suspension, it may extend the suspension without pay for a longer period of time as deemed appropriate under the circumstances. The Board may also take such other action as it deems appropriate, including, but not limited to, converting a portion or all of a suspension with pay to a suspension without pay, or converting a portion or all of a suspension without pay to a suspension with pay.

Nothing in this policy shall be interpreted to impair the Superintendent's or Board's right to suspend an employee pending a dismissal hearing or to dismiss employees.

#### Suspension With Pay

The Superintendent, or his/her designee, is authorized to suspend a certificated employee with pay upon oral or written advisement of suspension followed by or combined with a written notice sent by regular mail to the last known address of the employee or personally served upon the employee. The written notice shall include the following:

- a) A statement of the reason(s) for the suspension; and
- b) The proposed dates and duration of the suspension.

### **1.7 Suspension of Educational Support Personnel – Policy GBCCA**

## Suspension Without Pay

The superintendent, or his/her designee, is authorized to suspend, without pay, for a period not to exceed ten (10) work days, any staff member, for any one or more of the following reasons:

- Incompetency
- Cruelty
- Negligence
- Immorality
- Insubordination
- Violation of Board policy
- Behavior which is not in the best interest of the District
- Conduct which may disrupt the educational programs and process
- Conduct which violates any Illinois or federal law
- Other sufficient causes

In the absence of the superintendent, the assistant superintendent shall have the same authority under this Policy as the superintendent.

Prior to any suspension under this policy, the affected employee shall be notified of the charges by the superintendent or his/her designee and shall have the right to explain or rebut the charges.

The superintendent or his/her designee shall then verbally advise the employee of his/her decision regarding the employee's suspension, and the employee shall be required to immediately comply with the superintendent or his/her designee's directive regarding same. As soon as practicable thereafter, the superintendent or his/her designee shall provide the employee with written confirmation of his/her decision.

Within five (5) work days of the verbal notification of the determination of the superintendent or his/her designee, the employee may file a written request with the superintendent for a review hearing before the Board as further provided herein. If the suspended employee fails to request a review of the superintendent's decision, he or she shall be deemed to have accepted the decision of the superintendent and no review by the Board shall take place.

If the superintendent or his/her designee is of the opinion that the best interests of the District require a longer suspension than the work days authorized by this policy for administrative suspension, the superintendent shall notify the Board concerning this recommendation, and the matter shall be presented to the Board as soon as practicable. Written notice of the Board hearing to review of the superintendent's recommendation shall be provided to the employee.

The hearing regarding review of the administrative suspension and/or the recommendation for a longer suspension shall take place before the Board or before a hearing officer appointed by the Board. At the hearing, the employee shall have the right

to be represented by counsel at his/her own expense and present witnesses and proof relative to the charges. If a hearing officer is appointed by the Board, he/she shall report to the Board a written summary of the evidence presented at the hearing, his/her findings and recommendation. The Board may take such action thereon as it finds appropriate. If the Board determines that the suspension was not properly invoked, the suspension references shall be deleted from the employee's records, and the lost pay promptly paid to the employee. If the Board believes the employee's conduct warrants a longer suspension, it may extend the suspension without pay for a longer period of time as deemed appropriate under the circumstances. The Board may also take such other action as it deems appropriate, including, but not limited to, converting a portion or all of a suspension with pay to a suspension without pay, or converting a portion or all of a suspension without pay to a suspension with pay.

Nothing in this policy shall be interpreted to impair the superintendent's or Board's right to suspend an employee pending a dismissal hearing or to dismiss employees.

#### Suspension With Pay

The superintendent, or his/her designee, is authorized to suspend a staff member with pay upon oral or written advisement of suspension followed by or combined with a written notice sent by regular mail to the last known address of the employee or personally served upon the employee. The written notice shall include the following:

- a) A statement of the reason(s) for the suspension; and
- b) The proposed dates and duration of the suspension.

#### **1.8 Staff permissible use of district computers and district means to access the internet - Policy GBCCB**

District 27 computing and networking resources are for the use of authorized District 27 students, staff, adult education students and affiliated organizations. The computer and the network, including any non-Northbrook 27 network or computing resource to which District 27 may be connected (i.e., Internet), are intended to provide authorized users with access to both local and worldwide networks and computer resources. The systems are intended to be used for academic and administrative purposes. Staff is responsible for appropriate use of the computer network.

Definitions of Acceptable/Appropriate Use; Unacceptable Use; and Network Etiquette are detailed in the student policy JFCB. All language pertaining to student use of District technology contained in JFCB applies to staff use of District technology.

*See Appendix III for Staff Authorization for Internet Access form.*

#### **1.9 Employment of Persons with Chronic Communicable Diseases – Policy GBEC**

##### A. Statement of Policy

An employee who has a chronic communicable disease shall be permitted to

retain his/her position and all job responsibilities whenever, through reasonable accommodations, there is no significant risk of transmission of the disease to others. An employee who can not retain his/her position or job responsibilities shall remain subject to the Board's employment policies, including but not limited to sick leave, physical examinations, temporary and permanent disability, and termination.

B. Reporting Procedures

1. Any report that an employee of the District has a chronic communicable disease shall be made or forwarded in confidence to the superintendent.
2. The identity of an employee who has or is believed to have a chronic communicable disease (such as tuberculosis, hepatitis B or AIDS), or has been exposed to HIV or other identified causative agent of AIDS, or has a similar chronic communicable disease, shall not be revealed by any District employee or official to anyone including other District employees except as is authorized herein or as is necessary to implement the procedures referred to herein. The identity of an employee who has AIDS or has tested positive for HIV infection shall not be revealed except as authorized under the AIDS Confidentiality Act.
3. The superintendent shall notify the Illinois Department of Public Health ("IDPH") if an employee of the District has a condition for which reporting is required by the IDPH.

C. Review Procedures

1. If the superintendent has reasonable grounds to believe that an employee of the District has a chronic communicable disease, the superintendent shall immediately contact the employee and require that he/she submit a letter from his/her physician indicating whether or not the employee is able to perform his/her regular duties without significant risk to him/herself or others in the work place. The opinion of the employee's physician will be considered but will not be controlling. The Superintendent may require that the employee submit to an examination by a physician selected by the superintendent. The Board shall pay the expenses of any required medical examination.
2. An employee who has a chronic communicable disease may be temporarily excluded from work or transferred to another position by the superintendent or his/her designee pending determination of the employee's medical condition and continued employment status. During any period of temporary exclusion, the employee shall be entitled to utilize sick leave and other related benefits. In the event it is determined that the employee could have been working during the temporary exclusion, no deduction from sick leave shall be made for such excluded time.
3. If it is determined that the employee is infected with a communicable disease, the superintendent shall determine, with the advice of medical

personnel, whether the employee remains otherwise qualified to perform his/her job duties. In making such determination, the following factors shall be considered:

- a. The nature of the risk (how the disease is transmitted);
  - b. The duration of the risk (how long is the carrier infectious);
  - c. The severity of the risk (what is the potential harm to third parties; what is the affected person's physical condition, behavior, and ability to control bodily functions and secretions); and
  - d. The probabilities that the disease will be transmitted and will cause varying degrees of harm.
4. Following any initial medical evaluation and decision regarding the continued employment of an employee with a chronic communicable disease, the employee may be required by the Board to undergo additional examinations from time to time. Such examinations must be job-related and consistent with business necessity and/or must have the purpose of determining whether the employee is a direct threat to himself or others in the work environment. The Board shall pay the expenses of any such required additional medical examinations.

#### **1.10 Staff Participation in Community Activities – Policy GBF**

Members of the professional staff are encouraged to take an active part in the various affairs of District 27's community. The school and community should not be considered separate and apart, but as working as a unified whole in the education process.

The principal as the leader of his or her school is encouraged to be an active and leading member of the local school community.

Every staff member has a direct relationship with the degree of understanding and goodwill flowing from the community to the schools, and thereby is encouraged to maintain good relationships and involvement with the community.

#### **1.11 Staff Participation in Political Activities – Policy GBG**

In connection with campaigning, no employee shall use school system facilities, equipment, or supplies; nor shall the employee discuss the campaign with school personnel during the workday; nor shall the employee use any time during the working day for campaigning purposes.

Upon request, the superintendent will meet with and discuss these matters with the employee involved and will present a proposed solution to the Board for consideration. The essential element to be determined by the Board is whether the activities proposed by

the employee are consistent with his or her services to the District and the best interests of education.

The Board shall determine the terms and conditions under which the employee may continue his or her employment as he or she seeks or holds such elective office.

### **1.12 Gifts to Staff and Board Members – Policy GBI**

All full-time, part-time and contractual employees, including teachers, support staff, administrative staff and elected officials shall comply with the requirements of the *State Gift Ban Act*. Covered employees having questions regarding whether a particular circumstance falls under the provisions of the Act are encouraged to (consult the personnel handbook and) seek the opinion of the District's Ethics Officer. The Board has appointed the Assistant Superintendent for Personnel and Pupil Services to serve as the District's Ethics Officer.

Pupils, parents, and others shall be discouraged from the routine presentation of gifts to District employees beyond items of nominal value. Simple remembrances expressive of affection, friendship, or gratitude shall not be regarded as contrary to the spirit of this policy. Covered employees receiving gifts with a market value in excess of twenty-five dollars (\$25) must report the gift and the identity of the donor to the District's Ethics Officer for a determination of compliance with the *State Gift Ban Act*. Violations of the Act and/or this policy may result in corrective discipline or a directive to return the prohibited gift, or the value thereof. Provided, however, nothing in this policy shall prohibit the exchanging of intra or inter-office gifts among officials and employees of the District.

The Board shall consider as always welcome, and in most cases as more appropriate than gifts, the writing of letters to staff members expressing gratitude and appreciation.

### **1.13 Personnel Records – Policy GBL**

A personnel file shall be maintained in the administration office for every person employed by the District. The file shall include that information as may be required from time to time by the Board or the administration. The superintendent shall have the overall responsibility for maintaining personnel files and for preserving their confidentiality.

Each employee shall have the right, upon request, to review the contents of his/her own personnel file with the exception of those items excluded from inspection by 820 ILCS 40/10 and to place therein written reactions to any of these contents. Such review shall be by appointment during regular office business hours and in the presence of a designated employee of the Board. No employee shall remove any material from a personnel file; however, an employee shall have the right to receive a copy, upon request, of all items in his/her personnel file, except for those personnel records that are exempt from inspection under 820 ILCS 40/10 including but not limited to:

1. Any letters 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.
3. Materials relating to the employer's staff planning, such as matters relating to the business' development, expansion, closing or operational goals, where the materials relate to or affect more than one employee, provided, however, that this exception does not apply if such materials are, have been, or are intended to be used by the employer in determining the individual employees qualifications for employment, promotion, transfer, or additional compensation, or in determining an individual employee's discharge or discipline.
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 the employee which may be discovered in a judicial proceeding.
6. Investigatory or security records 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.

Payment for copying of any material made by the District office personnel shall be based on the usual and customary costs.

### **1.14 Employee Sexual Harassment – Policy GBN**

#### STATEMENT OF POLICY

A working environment that is free from any form of sexual harassment is essential and shall be maintained. It will be a violation of Board policy for any member of the District's staff to harass another individual in the work place. Violation of this policy shall be considered grounds for disciplinary action.

#### DEFINITION OF SEXUAL HARASSMENT

"Sexual harassment" consists of unwelcome sexual advances; sexual advances to students by staff, whether welcome or unwelcome; requests for sexual favors; and other verbal or physical conduct of a sexual nature when made by any member of the school staff to a student or to another staff member where:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of a person's employment or educational development;
2. Submission to or rejection of such conduct is used as the basis for any employment or education decisions affecting such individual; or

3. Such conduct has the purpose or effect of substantially interfering with an individual's work or educational performance or creating an intimidating, hostile or offensive working or educational environment.

Sexual harassment, as defined above, may include, but is not limited to:

1. Uninvited sex-oriented verbal "kidding" or demeaning sexual innuendoes, leers, gestures, teasing, sexually explicit or obscene jokes, remarks or questions of a sexual nature;
2. Graphic or suggestive comments about an individual's dress or body;
3. Displaying sexually explicit objects, photographs or drawings;
4. Unwelcome touching, such as patting, pinching or constant brushing against another's body; or
5. Suggesting or demanding sexual involvement of any student or other employee whether or not such suggestion or demand is accompanied by implicit or explicit threats concerning one's grades, educational opportunities, employment status, or similar personal concerns.

## INVESTIGATION AND GRIEVANCE PROCEDURE

Any individual who believes that he or she has been subjected to sexual harassment may submit a complaint to the Title IX Coordinator, the Assistant Superintendent for Pupil Personnel Services, in accordance with the following grievance procedures.<sup>1</sup> If the Title IX Coordinator is the alleged harasser, then the complaint shall be submitted to the Superintendent, who shall be responsible for the investigation and grievance procedures contained herein.

### A. COMPLAINT:

1. Any employee wishing to submit a complaint (i.e., the "complainant") must submit a written statement to the Title IX Coordinator, the Assistant Superintendent for Pupil Personnel Services, 1250 Sanders Road, Northbrook, or alternatively, the superintendent, in the event that the Title IX Coordinator is the alleged harasser. The written statement should state the specific facts and/or perceived wrongful act (e.g., location, names, dates, times) to be investigated. All such written statements should be submitted within thirty (30) days after the incident or act which gives rise to the complaint, unless the time for submission is extended by the Title IX Coordinator because the complainant has shown good cause for such an extension.

---

<sup>1</sup> If the complainant is a student, see grievance procedure contained in the Board of Education's Student Sex Equity, Sex Discrimination, and Sexual Harassment/Intimidation Policy. The student policy and procedures may be found at Section JB of the Board of Education's Policy Manual.

2. The Title IX Coordinator or his/her designee shall promptly investigate the complaint. The Coordinator/ designee shall make all reasonable efforts, including but not limited to convening a conference with the complainant to discuss the complaint and the results of the investigation, to resolve the matter informally.
3. Reporting in good faith a claim of sexual harassment, or participating in good faith in an investigation of a claim of sexual harassment, shall not reflect adversely upon an individual's status or affect future employment of work assignment.
4. Reporting a claim of sexual harassment, knowing such claim to be false, shall subject the claimant to disciplinary action up to and including discharge.
5. The rights to confidentiality, both of the complainant and of the accused, will be respected consistent with the District's legal obligations and with the necessity to investigate allegations of misconduct and to take corrective action when this conduct has occurred.

**B. HEARING:**

In the event the complaint cannot be resolved informally, the Title IX Coordinator will advise the complainant of his/her right to a hearing and the following additional procedures:

1. The complainant's request for a hearing must be submitted in writing to the Title IX Coordinator. A copy of the original complaint shall be attached to the hearing request.
2. Within ten (10) business days (defined as days when the District Administrative Office is open) of the Coordinator's receipt of the written request for a hearing, the Coordinator will convene an informal hearing, at which time both the complainant and the employee responsible for the alleged harassment may present testimony and documents relevant to the complaint. Witnesses may be called and cross-examined by each party.
3. A record of the hearing shall be made and kept. The Coordinator shall be responsible for making the record of the hearing available to the parties upon request.
4. Within twenty (20) business days of the hearing, the Coordinator shall provide the complainant and the superintendent with a written decision setting forth the disposition of the complaint and, if necessary, recommendations for corrective action. The decision shall specify the reasons upon which the disposition of the complaint was based.

### C. REVIEW:

If the complainant is not satisfied with the Coordinator's disposition of the complaint, or if the Coordinator fails to provide the complainant with a written decision within the time limits specified in Paragraph 5 above, the complainant may thereafter seek a review of the decision as follows:

1. The complainant must forward a letter seeking review of the Coordinator's decision to the Board within ten (10) business days of the complainant's receipt of the decision. Copies of the original complaint, minutes of the hearing, and the Coordinator's decision shall be attached to the requests for review.
2. The Board may, in its discretion, convene a hearing at which the parties may present additional testimony and argument.
3. Within thirty (30) business days of the filing of the request for review, the Board shall provide the complainant, the Coordinator, and the superintendent with a written decision affirming, reversing, or modifying the Coordinator's decision and specifying the reasons upon which the review decision is based.

A substantiated charge against a District staff member may subject the staff member to disciplinary action up to and including discharge.

The filing of a complaint under the grievance procedures described herein shall not limit, extend, replace or delay the right of any person to file a similar complaint or charge with any appropriate local, State, or Federal agency or court.

Employees who believe they have been unlawfully harassed or discriminated against may also file a charge with the Illinois Department of Human Rights. The Department of Human Rights is a State agency which will investigate the charge without cost to the employee. If the Department of Human Rights determines that there is evidence of harassment or discrimination, it will attempt to conciliate the matter or it will file a complaint on behalf of the employee with the Illinois Human Rights Commission. The Human Rights Commission will hear the complaint pursuant to its rules and procedures. Employees may contact the Department of Human Rights at 100 West Randolph Street, Suite 10-100, Chicago, Illinois 60601, (312) 814-6245 and the Human Rights Commission at 100 West Randolph, 5th Floor, Chicago, Illinois 60601, (312) 814-6269.

### DISSEMINATION

The District shall take reasonable measures to assure that District employees are informed of this policy and grievance procedure by inclusion in employee handbooks. A copy is also available at the administrative office and all District schools.

### **1.15 Professional Staff Positions – Policy GCA**

All staff positions, other than those mandated by *The School Code* of Illinois are created only with the approval of the Board.

Before any new position is established, the superintendent will present for the Board's approval a job description for the position which specifies the job holder's qualifications, the job's performance responsibilities, and the method by which the performance of these responsibilities will be evaluated.

The superintendent shall maintain a comprehensive and up-to-date set of job descriptions of all positions in the school system.

### **1.16 Recruitment – Policy GCC**

The superintendent shall be responsible for the recruitment and selection of personnel. The District is an equal opportunity employer interested in employing the best qualified personnel consistent with budget requirements, staffing patterns, and organizational policies of the district. Every consideration will be given to all candidates.

The Board is desirous of employing and maintaining a culturally and socially diverse staff. To that end, it is a goal of the Board to:

1. Recruit minority applicants in all employment positions, including teachers, other certificated employees and noncertificated employees, including custodians, lunch room staff and teacher aides;
2. Attempt to provide equal employment opportunities to all minority job applicants; and
3. Hire those minority applicants who, in the judgment of the Board, are those most qualified for the positions for which they have applied.

The administration is directed to implement this policy in methods it deems appropriate, subject to further guidance by the Board.

This policy statement contains goals and objectives of the Board and is not intended to constitute a contractual obligation or commitment.

Persons who believe they have not received equal employment opportunities should report their claims to the District Administrative Office.

### **1.17 Hiring – Policy GCD**

Appointment to the professional staff shall be made by the Board only upon the recommendation of the superintendent who shall provide the Board with sufficient information to properly support his recommendation.

Anyone who is employed for a position in the district must be free of conflicting contractual ties and be free to fulfill the duties assigned to him/her by District 27 on the beginning date of employment.

### **1.18 Substitute Teachers – Policy GCE**

The superintendent shall maintain a list of qualified substitute teachers who may be contacted to replace regular teachers who are absent. Such a list shall be approved by the Board and filed with the principal of each school.

Insofar as possible, substitute teachers shall be matched with the grades/subjects for which they are qualified. A teacher whose name does not appear on the substitute list may not be employed in the District except when specifically approved by the superintendent or his/her designee. Principals will be responsible for seeing that the work of the substitute is as effective as possible and will provide him/her with a planned program.

All substitute teachers shall hold a valid State of Illinois teaching certificate, either Regular or Substitute.

### **1.19 Induction and Mentoring – Policy GCF**

The administrative staff of the District shall provide induction and mentoring programs for new staff members to acquaint them with policies and procedures of the District, of their school, and of their position.

The building principal or his/her immediate supervisor shall work closely with each new staff member, particularly in the case of a person without previous experience, in order to insure a successful introduction to the District schools. A mentor shall be assigned to assist in the process, but shall not be involved in the evaluation of the staff member.

A description of the District's program of staff supervision and evaluation shall be included in the induction program.

### **1.20 Temporary and Permanent Disability – Policy GCGC**

The contractual continued service status of a certified employee shall not be affected by absence caused by temporary illness or temporary incapacity.

Temporary illness and temporary incapacity are defined as illness or any other condition which causes a certified employee to be physically or mentally unfit to perform his/her duties resulting in an absence from his or her duties less than 90 school days during a given school year.

Permanently disabled individuals are defined as those who remain disabled for a period of more than ninety (90) days after exhaustion of all paid sick leave benefits. Certified employees deemed permanently disabled pursuant to this policy may be terminated by the Board. Termination of a certified employee from employment with the school district

because of permanent disability shall not adversely affect the accrued rights of the certified employee to benefits such as worker's compensation and/or accrued or accumulated sick leave. However, the existence of accumulated sick leave shall not operate to alter the definitions of "temporary illness, temporary incapacity or permanent disability" contained above.

### **1.21 Assignment of Staff – Policy GCI**

Staff members are employed by and for the District. Assignments to specific schools and positions shall be the responsibility of the superintendent who shall annually submit to the Board for approval a staffing plan for the next school year.

The contractual year for each staff member shall be determined by job category and the current school calendar as adopted and/or amended by the Board.

The staff member's regular work days shall be established by the Board.

### **1.22 Evaluation of Professional Staff - Policy GCN**

The primary objective of teacher evaluation is to determine the teacher's capabilities, the present quality of instruction in the District, to determine strengths and weaknesses of the staff, to aid the Board and school administration in making personnel decisions, and to improve the quality of education. The importance and value of a procedure for assisting and evaluating the progress and success of all teachers are fully recognized.

The administration shall designate those who shall be responsible for evaluation of all teachers assigned to a building or program.

Before a teacher is evaluated, the teacher shall be acquainted with teacher evaluation procedures, standards, and instruments that are utilized for evaluation, and shall be advised as to who will observe and evaluate his or her performance.

Teachers shall be made aware that they will be evaluated by both formal and informal observations.

Each teacher shall be given a copy of all evaluation material which is made a part of the permanent personnel record for that teacher maintained by the District, and the teacher shall sign a receipt for that material.

A probationary teacher (non-tenure) shall be evaluated at least twice during each regular school year during the first two-years of employment. Third and fourth year probationary teachers shall be evaluated at least once per school term.

A tenure teacher shall be evaluated at least on a schedule consistent with the District's Supervision/Evaluation Plan.

Each teacher shall be formally evaluated in writing. Evaluations shall be based on the items listed in The Evaluation Report, as approved by the Board.

Before evaluation material is made a part of the permanent personnel file, a conference shall be held between the teacher and evaluator to discuss his/her Evaluation. If the teacher feels his/her formal written evaluation is incomplete, inaccurate, or unjust, he or she may meet with the superintendent or may elect to put his/her objections in writing and request to have them attached to the evaluation report to be placed in his/her personnel file.

The building principal or immediate supervisor shall provide the teacher with definite, positive assistance in an effort to improve the quality of teaching and to eliminate difficulties noted in the evaluation.

### **1.23 News Media Relations – Policy KBC**

Individual staff members, departments, and schools shall channel outgoing information to the media through the superintendent's office. Employees contacted by the news media shall refer all matters to the superintendent for direction. Employees shall not attempt to answer for others or discuss topics with which they are not familiar, or topics which are outside their scope of responsibility. Notices of meetings (and meeting agendas) shall be sent to all bona fide representatives of the media who request such delivery.

## Section 2: Personnel files

### 2.1 Required Personnel Files Documentation<sup>2</sup>

The laws of the State of Illinois and the policies of the Board of Education require all personnel to have certain current records in their personnel files at all time. These records include the following:

- A complete and accurate employment application (all employees)
- Employment contract or salary statement (all employees)
- Proof of certificate registration for the current school year (teacher)
- Official transcripts for all degrees (teachers and instructional assistants)<sup>3</sup>
- A chest X-ray or skin test results showing freedom from tuberculosis (all employees)
- A physical exam for all teachers in their first year of employment (teachers and all full-time employees)
- Criminal Background Investigation (all employees)<sup>4</sup>
- Abused and Neglected Child Report Act Form (all employees)<sup>5</sup>
- U.S. Department of Justice, Immigration, and Naturalization Service Form (all employees)
- Credentials from college placement file or letters of recommendation (teachers and instructional assistants)
- Letter(s) of experience verification from former employers (teachers)
- Certification of Blood Borne Pathogens Training (all employees)<sup>6</sup>
- Periodic Employment Evaluations as per evaluation cycle for each job category

---

<sup>2</sup> Upon hire, the new employee receives from the personnel office a list of documents that the employee is responsible to submit to the District.

<sup>3</sup> Official transcripts must be received by the District directly from the sending University/College. Transcripts that were “issued to student” must be received in an official sealed envelope.

<sup>4</sup> The State of Illinois has mandated that all new employees be fingerprinted. New employees will be fingerprinted at the District Office by appointment.

<sup>5</sup> All employees are mandated by the State of Illinois and by the Board of Education to report any case of suspected physical, psychological, or sexual abuse. An employee who suspects abuse of a child is generally to report the suspicion to his/her immediate supervisor; however, each staff member is obligated to act in accordance with laws of the State of Illinois and may make a report whether the supervisor agrees or not. See the Appendix of this Handbook for Child Abuse and Neglect procedures and reporting form.

<sup>6</sup> The Occupational Safety and Health Association requires that employees provide information regarding how certain diseases, principally HIV and hepatitis B and C, are passed from one person to another; and universal precautions training is required. By October 1 each year all employees (unless otherwise regulated by OSHA) will participate in blood borne pathogens training. The training is required by OSHA, so the school district must require the training of all employees with no exceptions.

## **2.2 Time Limitations for Submitting Required Personnel Files Documentation**

All new employees are notified by letter within ten days of the issuance of a letter of employment or employment contract regarding required documentation that the employee must submit to the personnel office. Within thirty days after Board approval of employment the employee must submit all required documentation or the employee's pay may be withheld pending dismissal procedures.

The only exception will be those newly-employed teachers who have applied for certification to the Illinois State Board of Education certification office, because the certification office typically processes certification applications very slowly. However, the teacher who is awaiting certification must keep the personnel office informed of all correspondence and communication between the teacher and the certification office if an exception is to be made to the 30-day rule.

## **2.3 Right to Review Personnel File Contents**

Employees have the right to inspect their personnel files, and an employee may contact the personnel office to arrange an appointment for this purpose.

No materials are placed in personnel files without the employee's knowledge.

## **2.4 Release of Personal Information and Information from Personnel Files**

The only persons who have access to personnel files are secretarial staffs who work with the files, school administrators, state or county officials and, in the case of a subpoena, the courts. Freedom of Information Act (FOIA) requests will be complied with in accordance with FOIA law.

Information is released to other individuals only upon written request to the personnel office from the staff member. The only exception to written request is phone calls verifying employment and salary during in-progress credit application checks, and the individual must give the employees social security number and other identifying information before information is released over the telephone.

A district employee directory is distributed to all employees each fall. Employees who do not want their home telephone numbers included in the directory must make a written request for same to the personnel office.

## **Section 3: Salary / Payroll**

### **3.1 Salary**

Salary for certified staff members who are members of the Faculty Association is based on a negotiated salary schedule. The salary schedule reflects five lane and thirty steps. The lanes are BA, BA+15, BA+40 or MA, MA+15, and MA+30. Placement on the salary schedule is detailed in Section 4 of this document and in Article XIV of *The Agreement*. Certified staff who earn a doctoral degree receive additional compensation of \$1500 annually beginning the contract year following the receipt of the degree.

Salary for all other staff members is approved by the Board of Education upon recommendation of the Superintendent. Each spring the District conducts a salary survey of surrounding districts in the suburban Cook County area for all administrative and classified salary positions. Based upon the results of this survey, administrative and classified salaries are determined. Instructional assistants who work 1:1 with a student receive additional compensation of \$1000 annually.

### **3.2. Salary Reduction Program**

Any full time employee who anticipates medical and/or dependant care expenses not covered by insurance may elect to participate in the Salary Reduction Program. The Salary Reduction Program offers three elections:

1. Tax-Shelter insurance premium to pay for insurance premiums with pre-tax dollars.
2. Flexible Medical Expense Account. This election can be used to anticipate out-of-pocket medical expenses.
3. Flexible Dependant Care Expense Account. This election can be used to anticipate out-of-pocket dependant care expenses.

The salary reduction program works as follows: Prior to the beginning of a calendar year a full time employee may have an amount of his/her choosing withheld from each paycheck by completing a form that is available from the business office. As expenses occur the employee submits receipts to the business office and is reimbursed from the funds withheld. If receipts are less than the amount withheld the employee forfeits the balance, so it is important that a conservative withholding be used to avoid loss of any of the total amount withheld during a given calendar year. There is a separate reimbursement form for both medical and dependant care expenses. This form can be obtained from the main office at each building or from the Business Office.

### **3.3 Tax Sheltered Annuities - 403b and 457b**

The Board provides for purchase of tax sheltered annuities through its payroll deduction system. Employee participation in this program is optional. The District utilizes the Wise Choice for Educators Plan offered by the Illinois Public Pension Fund Association (IPPFA). IPPFA is a nonprofit and offers a 403b/457b integrated platform; and the assets are managed by Diversified Investment Advisors.

The IPPFA benefit coordinators assigned to District 27 are:

Deborah Karton  
Office: 847-441-5911  
[dkarton@ippfabenefits.org](mailto:dkarton@ippfabenefits.org)

Joel Babbitt  
Office: 773-427-2060  
Cell: 773-617-9690  
[joelb@ippfabenefits.org](mailto:joelb@ippfabenefits.org)

### **3.4. Payroll**

Payroll checks are issued on the 15th and 30th of each month. If a regular pay date falls on a non-school attendance day, checks are released on the preceding work day.

### **3.5 Payroll Deductions**

Teacher Retirement System (TRS) Employees:

- Teachers' Retirement System: 9.4% (determined by TRS for certificated staff including substitutes)
- Teachers' Retirement Health Insurance Program (TRIP): 0.88%
- State Income Tax: deduction determined by employee's state W-4 form
- Federal Income Tax: Deduction is made according to the employee's W-4 form
- Medicare: 1.45%

Illinois Municipal Retirement Fund (IMRF) Employees:

- Illinois Municipal Retirement Fund: 4.5% (Staff members who work a minimum of 600 hours annually)
- State Income Tax: deduction determined by employee's state W-4 form
- Federal Income Tax: Deduction is made according to the employee's W-4 form
- Medicare: 1.45%
- Social Security: 6.20%

### **3.6 Direct Deposit**

The District provides employees a Direct Deposit program. Through this program, employees can have their pay deposited to a checking or savings account at participating banks, savings and loans, or credit unions. Employees should contact the payroll office for procedural information.

### **3.7. Employee Reimbursement for Purchased Goods**

School districts are required under the guidelines of the Government Accounting Standards Board to operate on a purchase order basis, and this applies to the purchase of all goods and services. Unless pre-approved by the Business Office, cash purchases for materials will not be reimbursed to the employee.

## **Section 4: Experience Service Credit on the Teacher Salary Schedule**

### **4.1 Total Years Taught Versus Salary Schedule Step**

Total years of teaching experience applicable to the teacher salary schedule are defined as full years taught. Total years of total teaching credit are ordinarily one year less than the teacher's salary schedule placement. For example, a teacher who has earned a bachelor's degree and who has taught for four full years qualifies for Step BA-5 of the salary schedule.

### **4.2 Part-Time Teacher Service Credit on the Salary Schedule**

A part time teacher who is employed less than 25 percent of full-time equivalent will receive no salary schedule step advancement. A part-time teacher who is employed at least 25 percent and less than 49 percent of a full-time equivalent will receive a year of credit on the salary schedule step every three years; a step increase will be granted and the teacher will receive one step increase in alternate years for 51 percent to 74 percent of full-time equivalent employment; and a teacher who is employed more than 75 percent of full-time equivalent will receive a step increase each year.

A part-time teacher may neither maintain nor attain tenure status, unless the part-time status is due to reduction in force of a teacher who previously held tenure.

### **4.3. Leaves of Absence and Teacher Service Credit on the Salary Schedule**

A full-time teacher who works at least ninety (90) consecutive days during the school year in which a leave of absence has been granted by the Board will receive a year of credit on the salary schedule. No credit will be awarded for less than 90 days of work.

### **4.4 Requirements for Awarding Out-of-District Teaching Experience**

The Board of Education may give recognition on the salary schedule to new teachers for all relevant teaching experience or other relevant experience. When the teacher is granted tenure, the Board of Education shall approve the following:

1. All previous teaching experience that is recognized by any state teachers' retirement system.
2. Other relevant teaching experience up to a maximum of five (5) years and at the Board of Education's discretion, any additional years.

### **4.5 Application for Salary Lane Change Based on Completion of Graduate Work**

A teacher who believes he/she may qualify for a lane change must submit a letter to the personnel office stating this opinion, and request a review of transcripts. This letter must be received and applicable coursework successfully completed before the first paycheck of the school year or prior to the beginning of School District 27 Semester II. A lane change that is approved for the beginning of Semester II will reflect a blended salary of the former lane/step and the new lane/step. Refer to Section 12.1 of *The Agreement* for

coursework approval requirements and procedures. Also, refer to Section 9.5 of this Personnel Handbook for Salary Lane Changes as a Result of Additional Coursework guidelines.

## **Section 5: Employee Benefits and Insurance Program**

**5.1 Employee Benefits** (benefits indicated below may be prorated or eliminated for part time status)

### **Teachers:**

- 3 personal business days - unused days will be saved as sick days
- 15 sick days – unused sick days accumulate without limit
- \$50,000 term life insurance
- Major Medical/Hospitalization (cost sharing amount published annually by the Business Office)
- Dental Insurance (cost sharing amount published annually by the Business Office)
- Disability Insurance
- Option Money (See Optional Health Care Provision in section 5.2)

### **Twelve Month Secretaries and Custodians:**

- 3 personal business days
- 15 sick days – unused sick days accumulate without limit
- \$50,000 term life insurance
- Major Medical/Hospitalization (cost sharing amount published annually by the Business Office)
- Dental Insurance (cost sharing amount published annually by the Business Office)
- Disability Insurance
- Option Money (See Optional Health Care Provision in section 5.2)

### **Secretaries (less than 12 months):**

- 3 personal business days
- 11 sick days – unused sick days accumulate without limit
- \$50,000 term life insurance
- Major Medical/Hospitalization (cost sharing amount published annually by the Business Office)
- Dental Insurance (cost sharing amount published annually by the Business Office)
- Disability Insurance
- Option Money (See Optional Health Care Provision in section 5.2)

### **Instructional Assistants, Nurses, Clerks, and Technology Assistants:**

- 2 personal business days
- 10 sick days – unused sick days accumulate without limit
- Major Medical/Hospitalization (cost sharing amount published annually by the Business Office)
- Dental Insurance – available after three years of consecutive employment
- Disability Insurance – available after three years of consecutive employment
- Life Insurance – available after three years of consecutive employment
- Note: Option Money is not available in this job category

**Vacation: Twelve-month secretaries and full-time custodians:**

0-1 Year: 1 day per 26 worked

1-4 years: 2 weeks

5-9 years: 3 weeks

10+ years: 4 weeks

Note: A twelve-month period is calculated from July 1 through June 30.

Unused vacation time from any twelve-month period must be taken by the following December 31.

**Board Provision of Medical and Dental Insurance Coverage**

A full-time employee (teachers and 12-monthly employees only) with ten or more years of experience with the school district, and who has paid for family medical insurance coverage for the past five consecutive years, is eligible for payment of the family medical insurance premiums by the Board. Employees should contact the business office to inquire about their status for this benefit.

**5.2 Optional Health Care Provisions:**

Employees who carry Single, Family Employee Paid, or no District insurance coverage are eligible for Option Money. Option Money is a reimbursable amount according to the following schedule:

School year 2010-2011	\$600
School year 2011-2012	\$600
School year 2012-2013	\$700
School year 2013-2014	\$700
School year 2014-2015	\$700

Reimbursement requests for Option Money must include certification that Option Money is the only funding vehicle for this expense.

Insurance

- Single medical insurance premium
- Family medical insurance premium
- Family dental insurance premium

Physical Examinations

Vision Coverage

- Exams
- Glasses
- Contact Lenses
- Related Expenses

Other medically related items (including but not limited to)

- Hearing Aids
- Orthotics
- Wigs
- Back Brace
- Knee Brace
- Prosthetics

## Therapy/Procedures

- Psychotherapy
- Chiropractic services
- Acupuncture

## Wellness Programs (including but not limited to)

- Smoke-free programs
- Nutritional Counseling
- Homeopathic Medical Services

Note: Other medically related items and wellness programs will typically be approved by the Superintendent when accompanied by a doctor's prescription and when it is not eligible for reimbursement under medical/dental insurance.

It is the responsibility of the employee to notify the business office regarding his/her intention as to the use of these option funds. If a staff member elects to use Option Money for Insurance premium reimbursement, this election should be indicated on the Salary Reduction Form – completed in December of each calendar year. For new employees, this election may be made upon hire. If a staff member elects to use Option Money for other eligible expenses the District Reimbursement Form shall be used.

### **5.3 Workers' Compensation – Injury on the Job**

An employee who is injured while at work is to report the injury to the employee's immediate supervisor and school nurse as soon as possible. The injury needs to be reported by the school nurse on a Form 45 to the Business Office immediately. The Assistant Superintendent for Finance and Operations will then contact the employee relative to the injury to explain the processing of claims.

### **5.4 Employee Assistance Program**

The Board of Education provides an Employee Assistance Program, EAP, for all employees through *Work Place Solutions*. The EAP provides a wide range of supportive services including the following: 1. Short-term counseling services; 2. Work-life solutions; and 3. Legal-Financial Solutions. The counseling services are limited to three counseling sessions per concern for an unlimited number of concerns. The sessions are held with a Master-level licensed counselor. If more than three sessions are needed, the EAP will assist in referrals. The work-life component provides the employee with a comprehensive service including consultation, referral, and education materials for a number of work-life issues such as child care, elder care, relocation, adoption, education, daily living, etc. The legal-financial component offers initial free consultation, access to a network of legal professionals, and a 25% discount in fees if additional assistance is required. In addition, advice on financial management is available. Reference the staff resource page on the District web site for more information regarding the EAP. Work Place Solutions can be contacted at [www.wseap.com](http://www.wseap.com) or 1-800-327-5071.

### **5.5 In-District Attendance of Employees' Children**

Children of District 27 employees will be permitted to attend school in District 27 tuition free, as long as the educational program can be met within the regular setting, not causing the school district to hire specialized staff or pay out-of-district tuition. The value of the

benefit will be the per capita tuition charge. In accordance with Internal Revenue Service (IRS) guidelines, this provision is a non-cash taxable fringe benefit.

Placement of pupils will be at the discretion of the Administration.

## **Section 6: Teacher Certification**

### **6.1. Certification Application for New Teachers**

Obtaining Illinois certification is a condition of employment for all certified positions in the District. The individual teacher is responsible for initiating and following through on all steps necessary to obtain Illinois certification. All application forms and information can be found on line at the Illinois State Board of Education (ISBE) at <http://www.isbe.net/certification/requirements/toc.htm>

**The North Cook Intermediate Service Center** can also provide assistance. The address and phone is as follows:

2340 DesPlaines River Road  
DesPlaines, IL 60018  
847-824-8300

### **6.2. Certificate Renewal Requirements**

Certified teachers and administrators in the State of Illinois are required to earn Continuing Professional Development Units (CPDU's) in order to keep their certifications active. Keeping a log of professional development units and renewing one's teaching certificate is the responsibility of the teacher/administrator. Information regarding this process can be accessed through the ISBE web address noted above.

The Board of Education will pay the cost of renewal of the teaching certificate of the teachers covered by The Agreement. Certificate renewal is achieved on-line through ISBE and the teacher may submit a receipt for reimbursement to the personnel office.

### **6.3 Certified Teachers Employed in Non-Teaching Positions**

Staff members who are certified teachers but are not employed in a teaching capacity may have their teaching certificates moved to a *valid and exempt status*. This status suspends certificate renewal requirements.

## **Section 7: Work Calendars**

### **7.1 Teachers**

Teachers' work calendars are 180 days. This includes the following:

- 174 Student Attendance Days
- 2 Parent / Teacher Conference Days
- 4 Institute days
- Note: Additional professional development days may be added to the calendar on a per diem basis. See *Section 8: Professional Development* of this handbook

### **7.2 Instructional Assistants**

Instructional Assistants' work calendars are 178 days. This includes the following:

- 174 Student Attendance Days
- 4 Institute Days
- Note: Additional professional development days may be added to the calendar on a per diem bases. See *Section 8: Professional Development* of this handbook

### **7.3 Assistant Secretary / Copy Clerk**

Office Assistant calendars are 180 days. This includes the following:

- 174 Student Attendance Days
- 2 pre-opening days (to be arranged with principal)
- 4 Institute Days
- Note: Additional professional development days may be added to the calendar on a per diem bases. See *Section 8: Professional Development* of this handbook

### **7.4 School Secretary – 10.5 month**

School Secretaries work 209 days. This includes the following:

- 174 Student Attendance Days
- 2 Parent / Teacher Conference Days
- 7 pre-opening days (Note: in addition to opening institute days)
- 4 Institute Days
- 10 days beyond the last student attendance day
- 12 paid holidays
- Note: Additional professional development days may be added to the calendar on a per diem bases. See *Section 7: Professional Development* of this handbook

### **7.5 Wood Oaks Secretary to the Principal – 11 months**

The 11-month secretary position is typically 222 days of employment. This includes the following:

- First Monday of August up until opening institute (# of days vary)
- 174 Student Attendance Days
- 4 Institute days
- 12 paid holidays
- Month of June – post student attendance through the end of the month (number of days vary)

- Note: Additional professional development days may be added to the calendar on a per diem bases. See *Section 8: Professional Development* of this handbook

### **7.6 Technology Support Personnel K-5**

Technology Specialists work 182 days. This includes the following:

- 174 Student Attendance Days
- 2 Parent/Teacher Conference Days
- 4 Institute Days
- 2 pre-opening days
- Note: Additional professional development days may be added to the calendar on a per diem bases. See *Section 8: Professional Development* of this handbook
- Hours: 7.25 hours per day (10 minutes before and 20 minutes after teacher's work day with a 30 minute lunch)

### **7.7 Technology Support Personnel 6-8**

Technology Specialists work 188 days. This includes the following:

- 174 Student Attendance Days
- 4 Institute Days
- 2 pre-opening days
- 3 days during spring break
- 5 days during winter break
- Summer contract determined annually
- Note: Additional professional development days may be added to the calendar on a per diem bases. See *Section 8: Professional Development* of this handbook
- Hours: 7.75 hours per day 7:30 - 3:45 with 30 minute lunch

### **7.8 School Nurses**

School nurses work 181 days. This includes the following:

- 174 Student Attendance Days
- 4 Institute Days
- 3 Pre-opening Days to be arranged with the principal (Note: in addition to Institute Days)
- Note: Additional professional development days may be added to the calendar on a per diem bases. See *Section 8: Professional Development* of this handbook

### **7.9 School Psychologists**

School psychologists work 193 days. This includes the following:

- 174 Student Attendance Days
- 4 Institute Days
- 2 Parent / Teacher Conference Days
- 3 pre-opening Days
- 10 days post student attendance
- Note: Additional professional development days may be added to the calendar on a per diem bases. See *Section 8: Professional Development* of this handbook

### **7.10 Twelve Month Employees – Secretaries, Custodians, Administrators**

The work calendar for 12-month employees is 260 days. These employees are released on Federal, State, and District-granted holidays – typically twelve days per year. Vacation time may be used as per each employee’s contract. A work calendar is published by the District annually.

## **Section 8: Professional Development**

### **8.1 District Professional Development Days / Compensation**

The ultimate goal of professional development is to improve student achievement. To this end, professional development provides for the continuous improvement of each staff member as well as the continuous improvement of the District as an organization.

Professional Development days may be added to the District calendar annually (up to a maximum of four). For all employees who work less than 12-months, participation in the professional development days is compensated on a per diem basis. The per diem increase will appear in the paycheck following the professional development day.

### **8.2 Application for In-Service Training**

A staff member who wishes to participate in an in-district or out-of-district in-service activity for which the staff member wishes reimbursement for expenses or which involves absence from work responsibilities must apply for approval of the activity a minimum of ten work days before the activity. If the principal/supervisor approves, the P-47 form is submitted to the district office for approval consideration and processing. Reimbursement for such activities may not exceed the pre-approved amount. The completed form must be submitted at least ten days in advance of the date of the activity to allow processing time, and P-47's submitted after the activity may not be approved for reimbursement. The cost of food will not be reimbursed unless the professional activity includes a banquet or luncheon as part of the experience or if the activity is out of town requiring an overnight stay. A \$50 per day cap for out-of-town food expenses will be applied. Under no circumstances will the cost of alcoholic beverages be reimbursed.

If the staff member would like to request district issuance of a check and mailing of a check and registration form, the staff member will discuss the request with the principal. In this case, a Requisition form must accompany the P-47. The staff member will receive confirmation of the registration from the Business Office.

### **8.3 Application for Reimbursement for In-Service Training Pre-Approved Expenses**

A staff member applies for reimbursement by completing a Form P-48, "Request for Professional Growth Expenses," and attaches receipts and/or canceled checks to the attention of the Assistant Superintendent for Personnel. Reimbursement applications will not be accepted if received more than six months after completion of the activity. Only expenses that were pre-approved will be reimbursed.

Mileage reimbursement is calculated from the staff member's home to the place of in-service *less the mileage that would be driven to the District each day.*

### **8.4 Pre approval for attendance and/or acceptance as a presenter at a State or National Conference**

Prior to submitting an application to be a presenter or to attend a State or National Conference, the staff member must be pre-approved by the immediate supervisor and the Assistant Superintendent for Personnel.

## **Section 9: Graduate Tuition**

### **9.1 Pre-Approval for Graduate Coursework**

*The Graduate Coursework benefit applies to certified personnel who are members of the Faculty Association.*

The primary purpose for the Board's graduate tuition reimbursement program is to permit and encourage staff to pursue advanced degrees that will enhance their work assignments. As a result, applications for pre-approval of graduate classes that are not being applied toward a degree receive lower approval priority than classes that are being applied to a degree.

In order to be eligible for reimbursement for graduate tuition by the Board, the staff member must complete a coursework pre-approval form (P 50) and have the pre-approval form approved by the Assistant Superintendent for Personnel before the first session of the class (Also, see Application for Reimbursement for Graduate Work). Approval of proposed courses for each term must be applied for, even if the staff member's course of study has been approved.

### **9.2 Eligibility for Reimbursement per Fiscal Year**

According to Section 12.1 of The Agreement, courses should not exceed one (1) 3-hour course in each semester unless a special plan of study is approved by the Superintendent. In practice, therefore, up to nine (9) semester hours of graduate level coursework may be considered for reimbursement each fiscal year (Fall/Spring/Summer).

However, if a teacher is pursuing a graduate degree, the opportunity for reimbursement may be accelerated so that the degree can be efficiently completed. Then, the opportunity for further reimbursement will be delayed the number of semesters it was advanced. For example, if a teacher completed 12 semester hours of coursework each of three consecutive years in order to receive a 36 hour Master Degree, he/she would have accelerated reimbursement by three (3) semester hours each of the three years. Therefore, after the MA is completed, this teacher would not be eligible for further reimbursement for three semesters (or one fiscal year).

There generally will be no reimbursement for out-of-district in-service activities during the period in which a staff member is enrolled in graduate classes for reimbursement.

### **9.3 Application for Reimbursement for Graduate Coursework**

A staff member who has received pre-approval of graduate coursework for tuition reimbursement by the Assistant Superintendent for Personnel may apply for reimbursement after completion of the course(s) by completing a P-51 form, attaching receipts or canceled checks, and submitting grade reports or official transcripts (required upon completion of a degree). Reimbursement may be made for tuition, books, and other required fees. No other expenses connected with taking the coursework are reimbursable (for example, gas mileage or parking fees). Reimbursement will not exceed the pre-approved amount. Reimbursement application must be submitted within six months of the completion of coursework in order for reimbursement to be considered.

#### **9.4 Graduate Coursework Defined**

All coursework must be from a university accredited by the National Council for Accreditation for Teacher Education (NCATE) and be pre-approved by the superintendent to be eligible for reimbursement and/or movement on the salary schedule.

The District “cap” for reimbursement is commensurate with the average rate of graduate tuition for State Universities of Illinois.

#### **9.5 Salary Lane Changes as a Result of Additional Coursework**

- A. All coursework must be from a university accredited by the National Council for Accreditation of Teacher Education (NCATE) and be pre-approved by the Superintendent to be eligible for reimbursement and/or movement on the salary schedule.
- B. A teacher beginning a program of study for degree status must have the program of study pre-approved by the Superintendent.
- C. For teachers to be placed on the MA+30 salary lane, at least 21 of the 30 hours must be graduate level university credit. The remainder of hours can be earned through in-district coursework.
- D. All hours credited toward the MA+15 and MA+30 salary lanes are to be earned after the teacher has received a master’s degree with the following exception: Up to five credit hours (in-district or graduate) can be applied toward the MA+15 salary lane which were earned prior to completing a master’s degree. These hours will count in the ratio of hours outlined in Section 14.5C (70% University/30% In-District).
- E. All credit hours are to receive the approval of the Superintendent prior to being credited on the MA+30 salary lane and are to be closely related to the teacher’s present school position and/or the School District’s professional development program.
- F. Unless otherwise approved by the Superintendent, graduate courses not approved for reimbursement may not be used for credit on the MA+15 or MA+30 salary lane.

A staff member who believes he/she may be eligible for a lane change based on continuing graduate study may submit a letter to the personnel office requesting review of transcripts. In order to change to the MA salary lane an official transcript stating completion of a master’s degree and date of completion must be submitted to the personnel office. Grade cards are acceptable only for the lanes between BA and MA and after the MA.

See section 14.5 of The Agreement for further clarification regarding eligibility for lane change.

## **Section 10: Employee Leaves**

### **10.1 Absence Procedures**

A teacher who will be absent is to call the district substitute caller at (847) 272-5740 as soon as possible, but no later than 6:00 a.m. A message may be left at this number 24 hours a day.

All other employees are to call their immediate supervisor if he/she will be absent from work.

Staff must arrange their substitutes for extra duties.

### **10.2 Types of Leave**

The following types of leave are applicable to all staff members:

- Sick leave
- Personal business
- Family Medical Leave
- Parental Leave
- Long-term Disability
- Military Obligation
- Jury Duty

In addition, tenured teachers may be eligible for the following:

- Extended Parental Leave
- General Leave of Absence
- Sabbatical Leave

Sample letters requesting leaves of absence are located in the Appendix of this handbook.

### **10.3 Use of Sick Leave**

Sick days may be used for the following:

- illness and medical appointments for the employee, immediate family, or a person(s) sharing the employee's residence on a permanent basis;
- quarantine at home;
- birth, adoption, or receiving a child in the home for adoption or foster care; or,
- bereavement.

Sick leave is applicable to full, half or – in some circumstances - quarter days. Substitute teachers can only be hired for half or full days; therefore, employees whose absence necessitates a half or full days substitute will be charged a half or full day of sick leave.

If a staff member uses sick leave beyond three consecutive days, a medical certification may be requested by the District. The medical certification must be specific as to the illness, why this illness prevents the employee from reporting to work, the prognosis for improvement, and probable time for full recovery and return to work status.

#### **10.4 Application for Personal Business**

Personal business days are granted for the purpose of transacting or attending to legal, business, religious, household or family matters that require absence during work hours. Those leave of absence days which are not used by the end of the school year shall be added to accumulated sick leave days. No reason need be given for the said personal leave days used during each year, except for those circumstances outlined in “D” below.

Application must be made to and prior approval granted by the Superintendent before leave is taken. Procedures for submitting requests for any type of leave under this section must be in accordance with the following:

- A. Requests for leave shall be submitted to the principal in advance so that ample time exists to process the request. In case of extreme emergency, the written application may be submitted immediately after returning from the leave.
- B. Upon the recommendation of the principal, the request is forwarded to the Superintendent’s office for consideration and action.
- C. The appropriate form to be used for all such absences is the P-47.
- D. The workday immediately preceding or immediately following a legal holiday or school recess shall not be recognized as a personal leave day. Exceptions are subject to the approval of the Superintendent or designee.

#### **10.5 Family Medical Leave Act Provision**

Under the Federal Family Medical leave Act of 1993, an employee who has been employed for at least one year and has at least 1,250 hours of service with the Board during the previous twelve (12) months shall be granted a total of 12 work weeks of unpaid leave during any twelve month period for one or more of the following reasons:

- A. The birth of a child, and to care for the newborn child.
- B. The adoption of a child or the placement of a foster child.
- C. To care for a spouse, son, daughter, or parent who has a serious health condition.
- D. A serious health condition that makes the employee unable to perform the functions of his/her job.

Employees requesting leave for reason “C” or “D” above may also use accrued paid sick or personal leave during the FMLA leave. The Board may also require the use of accrued paid sick or personal leave during the FMLA leave. A written medical certification will be required. A second medical opinion may be required by the Board of Education.

FMLA is used to govern all leaves of absence for Education Support Personnel and Non-tenure teachers. Tenured teachers may be granted leave of absence privileges beyond FMLA as indicated in *The Agreement*.

The Board will maintain health care coverage for the duration of the twelve (12) week FMLA period just as if the employee were still at work.

The FMLA leave must be requested (30) days in advance of the first day of absence for the leave or, in emergencies, as soon as reasonably practicable.

FMLA forms are available for download from the District web site under staff resources/forms.

### **10.6 Parental Leave**

The need to be off work due to pregnancy or childbirth, shall be considered a period of “disability.” The employee may use thirty (30) sick leave days, to the extent that she has them accumulated, within an eight (8) week period commensurate with the birth of the child.

Additional accumulated sick days may be used provided the employee submits to the district a medical statement from her physician indicating the medical necessity for such additional leave. A second medical opinion may be requested by the Board of Education.

The Board of Education shall require the teacher to furnish a medical statement as to her ability to perform her professional duties not later than the fifth month of pregnancy, and then thereafter as may be necessary.

Use of sick days for adoption or receiving a child into the home for adoption shall be governed identical to that of birth of a child.

Use of sick days for receiving a child into the home for foster care shall be limited to five (5) consecutive work days.

### **10.7 Extended Parental Leave for Tenured Teachers**

A tenured teacher may be granted extended parental leave beyond the provision of sections 10.5 and 10.6 of this handbook. Extended parental leave for tenured teachers is described in Section 10.5 of *The Agreement*.

### **10.8 General Leave of Absence for Tenured Teachers**

A tenured teacher may be granted a leave of absence by the Board of Education for up to two (2) years without pay. Provisions for a general leave of absence are described in Section 10.6 of *The Agreement*.

### **10.9 Sabbatical Leave**

Tenured teachers having rendered satisfactory service to the District for six (6) consecutive years may be eligible for a one (1) year sabbatical leave. Refer to Section 10.7 of *The Agreement* for detailed information regarding this provision.

### **10.10 Application for Long-Term Disability**

An employee who believes he/she may qualify for long-term disability due to a health-related condition is encouraged to talk with the Assistant Superintendent for Personnel in order to obtain information about the application process.

The basic process for applying for a disability follows:

1. Write a letter to the Assistant Superintendent for Personnel stating the intention to apply for long-term disability status.
2. Have the attending physician submit a letter to the personnel office describing the condition, prognosis for improvement, probable time of improvement if applicable, and declaring whether in the physician's opinion the employee qualifies for disability status.
3. The Board reserves the right to appoint a qualified physician who will conduct an examination of the employee and/or the medical records of the employee, and make a recommendation to the Board.
4. Contact the appropriate retirement system, i.e., TRS or IMRF.

### **10.11 Military Obligation**

As per the Illinois School Code 5/10-20.7b, any certified or non-certified employee who is a member of any reserve component of the United States armed services who is mobilized to active duty shall receive the same regular compensation and health insurance or other benefits the employee was receiving at the time of the call-up minus the amount of the employee's base pay for military service for the duration of the active military service.

Tenured teachers who leave the District to fulfill military obligation by induction or enlistment, shall refer to Section 10.8 of *The Agreement*, to determine benefits and salary schedule placement upon re-entry to the District.

### **10.12 Jury Duty**

When an employee is summoned for jury duty it is necessary that the employee complete a Form P-47 including the date(s) summoned and with a copy of the subpoena attached, submit the form to the principal. Because the individual typically is paid a small amount by the court for jury duty and the amount is smaller than the employee's pay rate, the business office will issue a form letter to the employee explaining that the employee may endorse the court check for jury duty and submit it to the business office in order that no pay dock will be necessary. An employee is entitled to mileage reimbursement at the IRS stipulated rate for miles that exceed a normal work day commute.

## Section 11: Retirement Benefit

### 11.1 Retirement Preparation Process for Non-Certified Staff Members:

Non-certified staff members who are planning retirement should use the following as a guideline:

1. The year prior to retirement, the employee must contact the Illinois Municipal Retirement Fund (IMRF) to receive a retirement projection.
2. Upon receipt of the projection, the employee must make an appointment to meet with the Assistant Superintendent for Finance and Operations for the following purposes:
  - To review the retirement projection
  - To review insurance benefits
  - To determine whether or not the employee is eligible for the District retirement benefit
3. In April of the year of retirement, the employee and Assistant Superintendent for Finance and Operation will meet to complete the required IMRF retirement forms and make final decisions regarding insurance benefits.

### 11.2 Retirement Benefit for Non-Certified Staff Members

To be eligible for participation in this program, employees must be eligible to retire pursuant to the requirements of the Illinois Municipal Retirement Program.

➤ **Employees with 10-14 years of service:**

During the last year of service, a retiring non-certified employee with 10-14 years of service in the District will be granted \$1,000 for the first ten years and \$200 for each additional year up to 14 years in recognition of service to the children of the District.

For example: Employee with 14 years in District 27:  
 $\$1,000$  for the first 10 years +  $(\$200 \times 4) = \mathbf{\$1,800}$

➤ **Employees with 15+ years of service:**

During the last year of service, a retiring non-certified employee with 15+ years of service in the District will be granted a retirement bonus equal to 1% of the final year's base salary times the number of years of service with the District in recognition of service to the children of the District.

For example: Employee with 20 years in District 27 and is earning a salary of \$45,000 during the last year of employment:  
 $(\$45,000 \times .01) \times 20 = \mathbf{\$9,000}$

### **11.3 Retirement Preparation Process for Certified Staff Members:**

Certified staff members who are planning retirement should use the following as a guideline:

1. Several years prior to retirement, the employee must contact the Teacher Retirement System of Illinois (TRS) to receive a retirement projection.
2. Upon receipt of the projection, the employee must make an appointment to meet with the Assistant Superintendent for Finance and Operations for the following purposes:
  - a. To review the retirement projection
  - b. To review insurance benefits
  - c. To determine whether or not the employee is eligible for the District retirement benefit
3. April 1<sup>st</sup> – four years prior to retirement, the employee submits a letter of intent to retire to the superintendent (sample found in the appendix of this handbook).
4. The employee meets with the Assistant Superintendent for Finance and Operations to work out the official Retirement Agreement.
5. The Assistant Superintendent submits the Retirement Agreement to the Board of Education for approval by June.
6. In April, the year of retirement, the employee must call TRS to notify them of impending retirement.
7. The employee will then receive paperwork from TRS. After completion of the paperwork, the employee will meet with the Assistant Superintendent to ensure that it is filled out properly. Final decisions on insurance will be made at that meeting.
8. The District business office will submit the employee's paperwork to TRS along with the Employer paperwork.

### **11.4 Retirement Benefit for Certified Staff Members**

To be eligible for participation in this program the employee must be a member of the Faculty Association and must be eligible to retire pursuant to the requirements of the Teacher Retirement System without incurring any penalty to the District and must meet one of the two following qualifications:

- **Teachers with 15+ years of consecutive service:**  
The teacher must have completed, at the time of retirement, at least fifteen (15) consecutive years of full-time employment in the School District immediately preceding retirement.
- **Teachers with 20 years of accumulated service:**  
The teacher must have completed, at the time of retirement, at least twenty (20) years of accumulated service which may include full time, part time (as calculated by the TRS formula), or non-consecutive years of service.

Provisions of this retirement benefit are described in Section 12.2 of *The Agreement*.

## **Section 12: Discrimination / Sexual Harassment**

### **12.1 Board Non-Discrimination Policy - Policy AC**

The Board of Education of Northbrook School District 27 shall comply with all Federal and State of Illinois statutes, laws, rules, and regulations which prohibit discrimination in the employment of personnel or in the provision of programs, services, activities, or benefits, on the basis of race, color, religion, national origin, ancestry, age, sex, marital status, sexual orientation, mental or physical disability, unfavorable discharge from military service, homelessness, or any other unlawful basis.

### **12.2 Discrimination/Sexual Harassment Complaints**

Any employee who believes he/she has been discriminated against due to a disability or any employee who believes he/she is a victim of sexual harassment may have his/her case reviewed by submitting a written complaint to the Assistant Superintendent for Personnel, providing specifics of the facts related to the claim. Such written statement must be submitted within thirty days of the occurrence of the incident. A copy of Public Notice, A.D.A Grievance Procedure, and Complaint Form are contained in the appendix of this handbook.

### **12.3 Employee Sexual Harassment Policy**

A working environment that is free from any form of sexual harassment is essential and shall be maintained. It will be a violation of Board policy for any member of the District's staff to harass another individual in the work place. Violation of this policy shall be considered grounds for disciplinary action. Please see Section 1.14 of this handbook for the entire Sexual Harassment Policy and the provisions of the policy.

<b>Section 13: Americans with Disabilities</b>
--

**NORTHBROOK SCHOOL DISTRICT 27  
AMERICANS WITH DISABILITIES ACT OF 1990  
PUBLIC NOTICE**

The Americans with Disabilities Act (the “ADA”) requires equal opportunity for individuals with disabilities in employment, public accommodations, transportation, government services, and telecommunications.

Under the ADA, no qualified individual with a disability shall by reason of such disability, be excluded from participation in, or be denied the benefits of, the services, programs, or activities offered by Northbrook School District 27, or are otherwise subjected to discrimination by Northbrook School District 27. Further, no person may be discriminated against because of that person’s relationship or association with a person with a disability.

All services, programs and activities, when viewed as a whole are required to be accessible to qualified persons with disabilities and communications with persons with disabilities are to be as effective as communications with others. Northbrook School District 27 is required to reasonably accommodate all persons with disabilities or reasonably modify its policies, practices or procedures when necessary to comply with these requirements.

**COMPLAINT PROCEDURES**

Any person who believes that Northbrook School District 27 is not in compliance with the applicable requirements of the ADA may make complaint to the ADA Coordinator of Northbrook School District 27.

Complaints must be submitted in writing either by the complaining party or by his or her designated agent. If a complaining party is unable to write and no designated agent is available, the complaining party can receive assistance in filing his or her complaint by calling: 847/498-2610

Complaints must be made within 30 calendar days after the alleged violation. Each complaint should give as much information about the specifics of the violation as possible, including location, type of services, names, dates and times. You may be asked for additional information. All complaints will be investigated by the ADA Coordinator to ensure a prompt and equitable resolution of complaints. You will have the opportunity for a hearing if you wish to request one. The ADA Coordinator will be responsible for making recommendations to appropriate Northbrook School District 27 officials when necessary to comply with the ADA.

THE ADA DOES NOT REQUIRE THAT YOU USE THIS COMPLAINT PROCEDURE BEFORE SEEKING ANY OTHER REMEDY UNDER THE ADA. THE FILING OF A COMPLAINT UNDER THIS PROCEDURE DOES NOT LIMIT, EXTEND, REPLACE OR DELAY THE RIGHT OF ANY PERSON TO FILE A

**SIMILAR COMPLAINT OR CHARGE WITH ANY CITY, FEDERAL OR STATE AGENCY OR COURT.**

All interested persons are invited to submit comments about observations and concerns related to application of the ADA to the Northbrook School District ADA Coordinator.

For a complete copy of or information about the ADA, or to review the regulations created pursuant to the ADA, contact:

Theresa Fournier, Ed.D.  
Assistant Superintendent for Personnel and Student Services  
Northbrook School District 27  
1250 Sanders Road, Northbrook, IL 60062  
847/498-2610

A copy of this notice is available in various forms for the hearing or sight impaired upon request.

**NORTHBROOK SCHOOL DISTRICT 27  
GRIEVANCE PROCEDURE FOR COMPLAINTS FILED  
UNDER THE AMERICANS WITH DISABILITIES ACT**

**1. Submission of Complaint.**

Any qualified individual with a disability (the “Complainant”) who believes that he or she has been subjected to discrimination by Northbrook School District 27, on the basis of his or her disability in violation of the Americans with Disabilities Act or the regulations promulgated thereunder (the “ADA”), may submit a written complaint with the Northbrook School District 27 ADA Coordinator at 1250 Sanders Road, Northbrook, IL 60062. The complaint must state in detail all of the facts and reasons in support of the discrimination claim. A complaint must be submitted no later than 30 calendar days after the date of the alleged discrimination, unless the time for submission is extended by the ADA Coordinator because the Complainant has good cause for an extension of time.

**2. Resolution of Complaint.**

**A. Investigation.** The ADA Coordinator shall promptly investigate the complaint and advise the Complainant of the procedures that follow.

**B. Hearing.** Upon receipt of the complaint, the ADA Coordinator shall immediately advise the Complainant that the Complainant may have a hearing on his or her complaint. If the Complainant so desires a hearing, the Complainant shall submit a written request to the ADA Coordinator for a hearing within five working days after being so advised. Unless a written request for a hearing is so submitted, any hearing rights shall be deemed waived. Upon any request for a hearing, the ADA Coordinator shall schedule a date and time, not later than five working days following receipt of such request, for such hearing. The ADA Coordinator shall notify the Complainant of the date and time for such hearing by telephone or by certified mail, return receipt requested, not less than five working

days before such hearing. During the hearing, the complainant shall have an opportunity to explain to the ADA Coordinator all facts and circumstances surrounding the complaint and to present all relevant evidence supporting his or her allegations. The ADA Coordinator shall render a written decision within seven calendar days after the end of the hearing, based upon a preponderance of the evidence. The decision shall state all of the facts found to exist and shall identify any action that the ADA Coordinator believes should be taken to alleviate any violation or potential violation of the ADA. A copy of the ADA Coordinator's written decision shall be mailed by certified mail, return receipt requested, or personally delivered promptly to the Complainant.

**C. Record.** The ADA Coordinator shall prepare and keep a record of the complaint, his or her investigation of the facts and circumstances, the hearing, and all other relevant information.

### 3. Appeal of Decision

If the complaint is not resolved to the satisfaction of the Complainant, then the Complainant may submit a written request to the Superintendent of Northbrook School District 27 to review the ADA Coordinator's decision. That request for review must be submitted within 14 calendar days after the date of the ADA Coordinator's decision. The Superintendent of Northbrook School District 27 shall review the record compiled by the ADA Coordinator, the ADA Coordinator's decision, and any other facts or information that the Superintendent deems relevant. The Complainant shall have an opportunity to explain to the Superintendent why the Complainant believes that the ADA Coordinator's decision did not properly resolve the complaint. The Superintendent shall rule on the request for review within 30 days after receipt of the request. The Superintendent may affirm, reverse, or modify the ADA Coordinator's decision. The Superintendent shall state the reasons for his or her ruling. The Superintendent's ruling shall be final.

**NORTHBROOK SCHOOL DISTRICT 27**  
**Americans with Disabilities Act**  
**COMPLAINT FORM**

*This form must be submitted by an individual alleging discrimination under the ADA not later than 30 days after the occurrence of the alleged discrimination.*

TO: (ADA Coordinator)  
Theresa Fournier, Assistant Supt. for Personnel and  
Student Services  
Northbrook School District 27  
1250 Sanders Road Northbrook, Illinois 60062

FROM: (COMPLAINANTS NAME AND ADDRESS AND  
TELEPHONE/TDD NUMBER)

1. Persons involved in discrimination:
  
  
2. The date and location at which the discrimination took place:
  
  
3. Witnesses to the discrimination:
  
  
4. A brief description of the discrimination:

I DO HEREBY ACKNOWLEDGE THAT THE ABOVE STATEMENTS ARE TRUE  
AND CORRECT.

\_\_\_\_\_  
COMPLAINANT

\_\_\_\_\_  
DATE

YOU MAY SUBMIT ADDITIONAL EVIDENCE WITH THIS COMPLAINT FORM

## **Section 14: Miscellaneous Procedures**

### **14.1 Resolution of Parental Complaints about an Employee – Policy KLD**

If a parent has a complaint against a teacher, the first attempt to resolve the complaint should be handled at the building level. The principal will encourage the parent to resolve the issue directly with the teacher involved. If a parent or teacher is not satisfied with such discussion, a conference may be requested in which the building principal, parent, and teacher may be present. If the complaint cannot be settled at the building level and requires subsequent action involving a member of the central office administration, the complainant must put the complaint in writing and affix his/her signature. A copy shall be given to the teacher. At any point in this process, a teacher may request representation.

When a teacher is required to appear before the Board of Education or the Superintendent or his/her designee concerning any matter which could adversely affect his/her employment, his/her teaching position, or his/her salary, the teacher shall be entitled to have a representative present if he/she so desires. Further, when a teacher is required to appear before the Board of Education or the Superintendent concerning any matter which could adversely affect his/her employment, his/her teaching position, or his/her salary, he/she shall be advised in writing a minimum of five (5) calendar days prior to the meeting of the reasons for the appearance.

### **14.2 Transportation of Students by Employees**

Employees are prohibited from transporting students in a private motor vehicle. An employee who believes it is necessary that he/she transport a student(s) in his/her vehicle may contact the Assistant Superintendent for Finance and Operations to learn whether extenuating circumstances may permit such transportation on a one-time basis, with approval verified in writing to the employee.

### **14.3 Parental Requests for Student Evaluation**

If a parent inquires about or comments that his/her student should have a full academic evaluation, the staff member is to bring that comment to the attention of the school principal immediately. The principal will then convene a meeting of the Pupil Study Team to consider whether an evaluation should be conducted. The principal will communicate the outcome of the team meeting to the parent in writing.

## APPENDIX I: Sample Letters

*The following sample letters for various personnel requests are provided for your assistance. They may be personalized or modified to meet the needs of your particular circumstances.*

### **SAMPLE LETTER 1**

#### **Staff member requesting paid maternity leave due to the birth of a child:**

Notes:

- The need to be off work due to childbirth is considered a period of “disability.” A staff member may use 30 sick days, to the extent she has them accumulated, within an eight (8) week period commensurate with the birth of the child. From the day of child birth through the following eight week period, the staff member may draw a paid sick day (up to 30 days) for any of those days on which she would have otherwise reported to work. Additional paid sick leave may be used if there is a medical necessity. A written medical certification will be required.
- Unless a staff member has worked one full year in the District, she may only be off work for the number of sick days provided in the first year contract. Without working at least a full year, there is no provision to request being off work without pay.

*Date*

*Dear Dr. Kroeze and Members of the Board of Education:*

*As provided in Article X, Section 10.4 of The Agreement (or Section 10 of the Personnel Handbook), I am requesting to use 30 days of my accumulated sick leave for a paid maternity leave of absence. I anticipate my first day of leave to begin on January 10, 2011. I will return to work on March 14, 2011. I will keep the District informed of any necessary changes.*

### **SAMPLE LETTER 2**

#### **Staff member requesting a paid maternity leave and additional leave without pay - up to twelve weeks (documented as FMLA):**

Note:

- In order to invoke the Federal Family Medical Leave Act provision of being off work for a twelve-week period, the staff member must have been employed for at least one full year prior to the request for leave. Use of paid sick leave will run concurrently with FMLA for a total leave not to exceed twelve weeks.
- If there is a school holiday within a particular week, that week still counts as a full week. If the FMLA extends over spring break or winter break, those weeks do not count as there were no “report to work” days within those weeks.

*Date*

*Dear Dr. Kroeze and Members of the Board of Education:*

*As per Article X, Sections 10.3 and 10.4 of The Agreement (or Section 10 of the Personnel Handbook), I am requesting to use thirty days my accumulated sick leave for a paid maternity leave of absence. Additionally, I am requesting to off work without pay to extend my leave to a period of twelve weeks. I anticipate my first day of leave to begin on Monday, January 10, 2011. I plan to return to work on Monday, April 18, 2011.*

### **SAMPLE LETTER 3**

#### **Tenure teacher requesting a paid maternity leave and an extended leave for the remainder of the year or for the following school year.**

Notes:

This provision is only available to tenured teachers. If the leave of absence begins prior to February 1, the teacher may request to be off until the first day of the following school year. If the leave of absence begins after February 1, the teacher may request to be off the remainder of the year plus the following school year.

*Date*

*Dear Dr. Kroeze and Members of the Board of Education:*

*As per Article X, Section 10.4 of The Agreement, I am requesting to use thirty days of my accumulated sick leave for a paid maternity leave of absence. I anticipate my first day of leave to begin on Monday, April 1, 2011 and run through Tuesday, May 24, 2011. Additionally, I am requesting to extend my leave for the remainder of the school year and for the entire 2011-12 school year as an unpaid leave of absence. I plan to return to school District 27 for the 2012-13 school year.*

### **SAMPLE LETTER 4**

#### **First year non-tenure teacher requesting maternity leave of absence.**

Note: During the first year of employment, a non-tenure teacher may only request the use of her available sick leave days. Only after a full year of employment is a non-tenure teacher eligible for the Federal Family Medical Leave.

*Date*

*Dear Dr. Kroeze and Members of the Board of Education:*

*As per Article X, Section 10.1 of The Agreement, I am requesting to use ten days of my accumulated sick leave for a paid maternity leave of absence. I anticipate my first day of leave to begin on Wednesday, June 1, 2011 and run through Tuesday, June 14, 2011, which is the last day of the school year.*

### **SAMPLE LETTER 5**

#### **Second, third, or fourth year non-tenure teacher requesting maternity leave of absence.**

Note: Only after a full year of employment is a non-tenure teacher eligible for the Federal Family Medical Leave. FMLA allows the employee to be off work without pay for up to twelve weeks. If the non-tenure teacher has sick leave days accumulated, she may request to use up to 30 of those days. Sick leave days run concurrently with FMLA.

*Date*

*Dear Dr. Kroeze and Members of the Board of Education:*

*As per Article X, Section 10.3 of The Agreement, I am requesting to invoke Family Medical Leave for maternity reasons. I anticipate my leave to begin on Monday, December 6, 2010(my due date) and extend through Friday, March 11, 2011. I have 25 accumulated sick leave days and am requesting to use these days so that a portion of my leave will result in a paid leave of absence.*

### **SAMPLE LETTER 6**

#### **Any employee who has been with the school district for more than one year and needs to invoke FMLA for personal illness or to care for a spouse, son, daughter, or parent who has a serious health condition.**

*Date*

*Dear Dr. Kroeze and Members of the Board of Education:*

*I am invoking the provision under the Federal Family Medical Leave Act as detailed in Section 10 of our Personnel Procedures Handbook to request a leave of absence for \_\_\_\_\_ weeks (up to twelve) to care for my spouse who has a serious health condition. I have worked closely with Dr. Fournier and have provided the necessary medical certification. I understand that in this case, I may be allowed to use my accumulated sick leave so that this time results in a paid leave of absence. I am requesting to use my sick days as the policy allows.*

*Thank you for your consideration of this request.*

**SAMPLE LETTER 7**  
**Teacher retirement letter**

Notes:

- The teacher retirement provision requires the following:
  - Eligibility to retire under TRS requirements without causing a penalty to District 27
  - At least 15 years of consecutive, full time, service immediately prior to retirement - or - 20 years of cumulative service to the District See Section 12.2 of The Agreement
- Usually, this letter is elaborated on a personal level. However, it needs to contain at least the following information. It must be submitted no later than April 1st.

*April 1, 2011*

*Dear Dr. Kroeze and Members of the Board of Education:*

*In accordance with Article XII, Section 12.2 of The Agreement between the board of Education and the Faculty Association, I am submitting notice of my intent to retire in June 2015.*

**SAMPLE LETTER 8**  
**Request for sabbatical leave**

Note: See section 10.7 of The Agreement. Teachers must have at least six consecutive years of satisfactory service in School District 27 in order to be considered for a sabbatical leave of absence. This leave is governed by the Illinois School Code, Article 24 Section 6.1. The School Code stipulates that sabbatical leave is used for purposes of resident study, research, travel, or other purposes designed to improve the school system.

*Date*

*Dear Dr. Kroeze and Members of the Board of Education:*

*In accordance with section 10.7 of The Agreement, I am asking you to consider granting me a sabbatical leave of absence for the 2012-13 school year. I have recently completed my doctoral coursework and have passed my comprehensive exams in the area of Child Development at Loyola University. My thesis proposal has been approved and I plan to explore the literacy development of second language learners. I am requesting a one-year period of time to allow me to be fully immersed in my research as well as to grant*

*me the opportunity to observe preschool children in various day care and preschool settings. Extensive teacher and parental interviews will constitute a portion of my data collection.*

*Thank you for your consideration of this request.*

**SAMPLE LETTER 9**

**Request to enroll your child/children in School District 27.**

*Date*

*Dear Dr. Kroeze and members of the Board of Education:*

*In accordance with Section 3.17 of The Agreement (or Section 5.5 of the Personnel Handbook), I am requesting to enroll my first and fourth grade sons in School District 27 schools. My sons academic needs can be met within the regular program and will not require the District to hire any specialized staff or pay out-of-district tuition. I understand that this provision constitutes a non-cash taxable fringe benefit under the guidelines of the Internal Revenue Service and the amount of that benefit will be reflected on my W-2 form.*

*Thank you for your consideration of this request.*

**APPENDIX II: Department of Children and Family Services, DCFS, Reporting Form**

State of Illinois  
Department of Children and Family Services

**WRITTEN CONFIRMATION OF SUSPECTED CHILD ABUSE/NEGLECT  
REPORT:  
MANDATED REPORTERS**

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

ABOUT: \_\_\_\_\_  
Child's Name Child's Birth Date

**If you are reporting more than one child from the same family please list their names and birth date in the space provided on the reverse side of this form.**

\_\_\_\_\_  
Street Address City Zip Code

Parent/Custodians: \_\_\_\_\_  
Name

\_\_\_\_\_  
Address (if different than the child's address)

This is to confirm my oral report of \_\_\_\_\_, made in accordance with the Abused and Neglected Child reporting Act (325 ILCS 5 et seq). Please answer the following questions. (If you need more space, use the back of this page.)

1. What injuries or signs of abuse/neglect are there?
2. How and approximately when did the abuse/neglect occur and how did you become aware of the abuse/neglect?
3. Had there been evidence of abuse/neglect before now? Yes No
4. If the answer to question 3 is "yes," please explain the nature of the abuse/neglect.
5. Names and addresses of other persons who may be willing to provide information about this case.
6. Your relationship to child(ren)
7. Reporter Action Recommended or Taken:

PLEASE CHECK THE APPROPRIATE RESPONSE:

I saw the child (ren)

I heard about the child (ren) From whom? \_\_\_\_\_

I  **have**  **have not** told the child's family of my concern and of my report to the Department.

I am  **willing**  **NOT willing** to tell the child's family of my concern and of my report to the Department.

I  **believe**  **do NOT believe** the child is in immediate physical danger.

\_\_\_\_\_  
(Name Printed)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title) (Organization/Agency)

### INSTRUCTIONS

The Abused and Neglected Child Reporting Act states that mandated reporters shall promptly report or cause reports to be made in accordance with the provisions of the ACT.

The report should be made immediately by telephone to the IDCFS Child Abuse Hotline (800-252-2873) and confirmed in writing via the U.S. Mail, postage prepaid, within 48 hours of the initial report.

### MAILING INSTRUCTIONS

Mail the original to the nearest office of the Illinois Department of Children and Family Services, Attention: Child Protective Services.

\_\_\_\_\_  
2<sup>nd</sup> Child's Name (If Any)

\_\_\_\_\_  
2<sup>nd</sup> Child's Birth Date

\_\_\_\_\_  
3<sup>rd</sup> Child's Name (If Any)

\_\_\_\_\_  
3<sup>rd</sup> Child's Birth Date

**APPENDIX III: Authorization for Internet Access**

**Northbrook School District 27  
Authorization for Internet Access  
Staff Members**

**Authorization for Internet Access**

NAME: \_\_\_\_\_ SCHOOL/TEAM: \_\_\_\_\_  
(Please print)

I understand and will abide by PERMISSIBLE USE OF DISTRICT TECHNOLOGY NETWORK policy. I further understand that should I commit any violation, my privileges may be revoked, and school disciplinary action and/or appropriate legal action may be taken. In consideration for using the District Technology Network and having access to public networks, I hereby release District 27 and its Board members, employees, and agents from any claims and damages arising from my use, or inability to use the District Technology Network.

DATE \_\_\_\_\_

Signature: \_\_\_\_\_

*Notes:*