

Document Status: Draft Update

Section 5 - GENERAL PERSONNEL

5:30 Hiring Process and Criteria

The District hires the most qualified personnel consistent with budget and staffing requirements and in compliance with Board of Education policy on equal employment opportunity and minority recruitment. The Superintendent is responsible for recruiting personnel and making hiring recommendations to the Board. No individual will be employed who has been convicted of a criminal offense listed in [105 ILCS 5/21B-80\(c\)](#).

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

Probation

Please refer to the applicable current collective bargaining agreements.

Job Descriptions

The Board maintains the Superintendent's job description and directs, through policy, the Superintendent, in his or her charge of the District's administration.

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

Investigations

The Superintendent or designee shall ensure that a fingerprint-based criminal history records check and a check of the Statewide Sex Offender Database and Violent Offender Against Youth Database is performed on each applicant as required by State law. When the applicant is a successful superintendent candidate who has been offered employment by the Board, the Board President shall ensure that these checks are completed. The Superintendent or designee, or if the applicant is a successful superintendent candidate, then the Board President shall notify an applicant if the applicant is identified in either database. The School Code requires the Board President to keep a conviction record confidential and share it only with the Superintendent, Regional Superintendent, State

Superintendent, State Educator Preparation and Licensure Board, any other person necessary to the hiring decision, the Ill. State Police and/or Statewide Sex Offender Database for purposes of clarifying the information, and/or the Teachers' Retirement System of the State of Illinois when required by law. The Board reserves its right to authorize additional background inquiries beyond a fingerprint-based criminal history records check when it deems it appropriate to do so, in accordance with applicable laws.

Each newly hired employee must complete a U.S. Citizenship and Immigration Services Form as required by federal law.

The District retains the right to discharge any employee whose criminal background investigation reveals a conviction for committing or attempting to commit any of the offenses outlined in [105 ILCS 5/21B-80](#) or who falsifies, or omits facts from, his or her employment application or other employment documents. If an indicated finding of abuse or neglect of a child has been issued by the Ill. Department of Children and Family Services or by a child welfare agency of another jurisdiction for any applicant for student teaching, applicant for employment, or any District employee, then the Board must consider that person's status as a condition of employment.

The Superintendent shall ensure that the District does not engage in any investigation or inquiry prohibited by law and complies with each of the following:

1. The District uses an applicant's credit history or report from a consumer reporting agency only when a satisfactory credit history is an established bona fide occupational requirement of a particular position.
2. The District does not screen applicants based on their current or prior wages or salary histories, including benefits or other compensation, by requiring that the wage or salary history satisfy minimum or maximum criteria.
3. The District does not request or require a wage or salary history as a condition of being considered for employment, being interviewed, continuing to be considered for an offer of employment, an offer of employment, or an offer of compensation.
4. The District does not request or require an applicant to disclose wage or salary history as a condition of employment.
5. The District does not ask an applicant or applicant's current or previous employers about wage or salary history, including benefits or other compensation.
6. The District does not ask an applicant or applicant's previous employers about claim(s) made or benefit(s) received under the Workers' Compensation Act.
7. The District does not request of an applicant or employee access in any manner to his or her personal online account, such as social networking websites, including a request for passwords to such accounts.

8. The District provides equal employment opportunities to all persons. See Board policy 5:10, *Equal Employment Opportunity and Minority Recruitment*.

Sexual Misconduct Related Employment History Review (EHR)

Prior to hiring an applicant for a position involving *direct contact with children or students*, the Superintendent shall ensure that an EHR is performed as required by State law. When the applicant is a superintendent candidate, the Board President shall ensure that the EHR is initiated before a successful superintendent candidate is offered employment by the Board.

Physical Examinations

Please refer to the applicable ~~current~~ collective bargaining agreement(s).

For employees not covered by a current applicable bargaining agreement:

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

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

Orientation Program

Please refer to the applicable collective bargaining agreement(s).

For employees not covered by a current applicable bargaining agreement:

The District's staff will provide an orientation program for new employees to acquaint them with the District's policies and procedures, the school's rules and regulations, and the responsibilities of their position. Before beginning employment, each employee must sign the *Acknowledgement of Mandated Reporter Status* form as provided in Board policy 5:90,

Abused and Neglected Child Reporting.

LEGAL REF.:

[8 U.S.C. §1324a](#) *et seq.*, Immigration Reform and Control Act.

[15 U.S.C. §1681](#) *et seq.*, Fair Credit Reporting Act.

[42 U.S.C. §12112](#), Americans with Disabilities Act; [29 C.F.R. Part 1630](#).

[105 ILCS 5/10-16.7](#), [5/10-20.7](#), [5/10-21.4](#), [5/10-21.9](#), [5/10-22.34](#), [5/10-22.34b](#), [5/21B-10](#), [5/21B-80](#), [5/21B-85](#), [5/22-6.5](#), [5/22-94](#), and [5/24-5](#).

[20 ILCS 2630/3.3](#), Criminal Identification Act.

[820 ILCS 55/](#), Right to Privacy in the Workplace Act.

[820 ILCS 70/](#), Employee Credit Privacy Act.

[820 ILCS 112/](#), Equal Pay Act of 2003.

Duldulao v. St. Mary of Nazareth Hospital, 136 Ill. App. 3d 763 (1st Dist. 1985), *aff'd in part and remanded* 115 Ill.2d 482 (Ill. 1987).

Kaiser v. Dixon, 127 Ill. App. 3d 251 (2nd Dist. 1984).

Molitor v. Chicago Title & Trust Co., 325 Ill. App. 124 (1st Dist. 1945).

CROSS REF.: 2:260 (Uniform Grievance Procedure), 3:50 (Administrative Personnel Other Than the Superintendent), 4:60 (Purchases and Contracts), 4:175 (Convicted Child Sex Offender; Screening; Notifications), 5:10 (Equal Employment Opportunity and Minority Recruitment), 5:40 (Communicable and Chronic Infectious Disease), 5:90 (Abused and Neglected Child Reporting), 5:120 (Employee Ethics; Code of Professional Conduct; and Conflict of Interest), 5:125 (Personal Technology and Social Media; Usage and Conduct), 5:220 (Substitute Teachers), 5:280 (Duties and Qualifications)

ADOPTED: May 19, 2026

Joliet Township High School District 204

Document Status: Draft Update

Section 5 - GENERAL PERSONNEL

5:35 Compliance with the Fair Labor Standards Act

Job Classifications

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

Workweek and Compensation

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

Overtime

Please refer to the applicable collective bargaining agreement(s).

For employees not covered by a current applicable bargaining agreement:

A non-exempt employee shall not work overtime without his or her supervisor's express approval. All supervisors of non-exempt employees shall: (1) monitor overtime use on a weekly basis and report such use to the business office, (2) seek the Superintendent or designee's written pre-approval for any long term or repeated use of overtime that can be reasonably anticipated, (3) ensure that overtime provisions of this policy and the FLSA are followed, and (4) ensure that employees are compensated for any overtime worked.

Accurate and complete time sheets of actual hours worked during the workweek shall be signed by each employee and submitted to the business office. The business office will review work records of employees on a regular basis, make an assessment of overtime use, and provide the assessment to the Superintendent. In lieu of overtime compensation, non-exempt employees may receive compensatory time-off, according to Board policy 5:310,

Compensatory Time-Off.

Suspension Without Pay

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

Implementation

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

LEGAL REF.:

[29 U.S.C. §201](#) et seq., Fair Labor Standards Act, [29 C.F.R. Parts 516, 541, 548, 553, 778, and 785](#).

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

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Joliet Township High School District 204

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Section 5 - GENERAL PERSONNEL

5:60 Expenses

The Board regulates the reimbursement of all travel, meal, and lodging expenses by resolution. Money shall not be advanced or reimbursed, or purchase orders issued for: (1) the expenses of any person except the employee, (2) anyone's personal expenses, or (3) entertainment expenses. Entertainment includes, but is not limited to, shows, amusements, theaters, circuses, sporting events, or any other place of public or private entertainment or amusement, unless the entertainment is ancillary to the purpose of the program or event. Employees must submit the appropriate itemized, signed, standardized form(s) to support any requests for expense advancements, reimbursements, or purchase orders that show the following:

1. The amount of the estimated or actual expense, with attached receipts for actual incurred expenses.
2. The name and title of the employee who is requesting the expense advancement or reimbursement. Receipts from group functions must include the names, offices, and job titles of all participants.
3. The date(s) of the official business on which the expense advancement, reimbursement, or purchase order will be or was expended.
4. The nature of the official business conducted when the expense advancement, reimbursement, or purchase order will be or was expended.

Advancements

The Superintendent may advance expenses to teachers and other licensed employees for the anticipated actual and necessary expenses to be incurred while attending meetings that are related to their duties and will contribute to their professional development, provided they fall below the maximum allowed in the Board's expense regulations.

Expense advancement requests must be submitted to the Superintendent or designee on the District's standardized estimated expense approval form for employees. After spending expense advancements, employees must use the District's standardized expense reimbursement form and submit to the Superintendent: (a) the itemized, signed advancement voucher that was issued, and (b) the amount of actual expenses by attaching

receipts. Any portion of an expense advancement not used must be returned to the District. Expense advancements and vouchers shall be presented to the Board in its regular bill process.

Reimbursements and Purchase Orders

Expense reimbursements and purchase orders may be issued by the Superintendent or designee to employees, along with other expenses necessary for the performance of their duties, provided the expenses fall below the maximum allowed in the Board's expense regulations.

Expense reimbursements and purchase order approvals are not guaranteed and, when possible, employees should seek pre-approval of expenses by providing an estimation of expenses on the District's standardized estimated expense approval form for employees, except in situations when the expense is diminutive. When pre-approval is not sought, employees must seek reimbursement on the District's standardized expense reimbursement form for employees. Expense reimbursements and purchase orders shall be presented to the Board in its regular bill process.

Use of Credit and Procurement Cards

Credit and procurement card usage is governed by policy 4:55, *Use of Credit and Procurement Cards*.

Exceeding the Maximum Allowable Expense Amount(s)

All requests for expense advancements, reimbursements, and purchase orders exceeding the maximum allowed in the Board's expense regulations may only be approved when:

1. The Board's resolution to regulate expenses allows for such approval;
2. An emergency or other extraordinary circumstance exists; and
3. The request is approved by a roll call vote at an open Board meeting.

Registration

When possible, registration fees will be paid by the District in advance.

Travel

The least expensive method of travel will be used, provided that no hardship will be caused to the employee. Employees will be reimbursed for:

1. Air travel at the coach or economy class commercial airline rate. First class or business class air travel will be reimbursed only if emergency circumstances warrant. The emergency circumstances must be explained on the expense form and Board approval of the additional expense is required. Fees for the first checked bag will be reimbursed. Copies of airline tickets and baggage receipts must be attached to the expense form.
2. Rail or bus travel at actual cost. Rail or bus travel costs may not exceed the cost of coach airfare. Copies of tickets must be attached to the expense form to substantiate amounts.
3. Use of personal automobiles at the standard mileage rate approved by the Internal Revenue Service for income tax purposes. The reimbursement may not exceed the cost of coach airfare. Mileage for use of personal automobiles in trips to and from transportation terminals will also be reimbursed. Toll charges and parking costs will be reimbursed.
4. Automobile rental costs when the vehicle's use is warranted. The circumstances for such use must be explained on the expense form.
5. Taxis, airport limousines, ride sharing services, or other local transportation costs.

Please refer to the applicable collective bargaining agreement(s).

Meals

Meals charged to the District should represent mid-fare selections for the hotel/meeting facility or general area. Tips are included with meal charges. Expense forms must explain the meal charges incurred. Alcoholic beverages will not be reimbursed.

Lodging

Employees should request conference rate or mid-fare room accommodations. A single room rate will be reimbursed. Employees should pay personal expenses at checkout. If that is impossible, deductions for the charges should be made on the expense form.

Miscellaneous Expenses

Employees may seek reimbursement for other expenses incurred while attending a meeting sponsored by organizations described herein by fully describing the expenses on the expense form, attaching receipts.

Additional Requirements for Travel Expenses Charged to Federal and State Grants

All grant-related travel expenses must be pre-approved by the Superintendent or designee.

Expenses for travel, including expenses for transportation, lodging, meals, and related items incurred by employees and charged to a federal grant or State grant governed by the Grant Accountability and Transparency Act ([30 ILCS 708/](#)) must also meet the following requirements:

1. The participation of the employee is necessary to the award, and the costs are specifically related to the award.
2. Expenses must be permissible under the terms and conditions of the award.
3. Expenses must be reasonable and consistent with this policy.
4. The Board does not reimburse actual expenses or pay a per diem allowance unless the employee is on official *travel status* for more than 12 hours. However, employees remain eligible for mileage reimbursement (minus regular commuting mileage/costs) and other transportation expenses if on travel status less than 12 hours.
5. Expenses may be charged based on an actual cost basis or on a per diem basis in lieu of actual costs incurred; however, only one method may be applied per trip.
6. Commercial airfare costs in excess of the least expensive coach or economy class are prohibited except when such accommodations would: (1) require circuitous routing; (2) require travel during unreasonable hours; (3) excessively prolong travel; (4) result in additional costs that would offset transportation savings; or (5) offer accommodations not reasonably adequate for the traveler's medical needs. Qualifying circumstances must be explained on the expense form, and Board approval of the additional expense is required.
7. Per diem rates and actual reimbursement amounts for mileage, meals, and lodging may not exceed the rates established by the Governor's Travel Control Board or federal travel regulations, whichever is less. These limits do not apply when: (1) an employee stays in the lowest-priced room available at or near a hotel where a conference or seminar is located or in accommodations arranged by the conference/seminar organization, or (2) lodging at or below the established rate is unavailable. In those cases, the employee will be reimbursed for actual lodging expenses with prior approval, but in no case will the reimbursement exceed 300% of the applicable maximum per diem rate. If a conference fee includes a meal, the meal or per diem allowance will be reduced by the actual value of the meal or the applicable meal allowance, whichever is less.
8. Employees must use the least expensive compact car available when using a rental car for travel, unless an exception is approved. The Board does not reimburse employees for collision damage waiver or theft insurance.
9. The Board will reimburse travel expenses not chargeable to an award from other District funds consistent with this policy.

LEGAL REF.:

[2 C.F.R. §200.475.](#)

[30 ILCS 708/130](#), Grant Accountability and Transparency Act.

[50 ILCS 150/](#), Local Government Travel Expense Control Act.

[105 ILCS 5/10-22.32.](#)

CROSS REF.: 2:125 (Board Member Compensation; Expenses), 2:240 (Board Policy Development), 4:50 (Payment Procedures), 4:55 (Use of Credit and Procurement Cards)

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Joliet Township High School District 204

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Section 5 - GENERAL PERSONNEL

5:80 Court Duty

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

Witness Duty

Please refer to the applicable collective bargaining agreement(s).

For employees not covered by a current applicable bargaining agreement:

The District will pay full salary during the time an employee is absent due to a subpoena to serve as a witness in a trial or have a deposition taken in any school-related matter pending in court.

Jury Duty

Please refer to the applicable collective bargaining agreement(s).

For employees not covered by a current applicable bargaining agreement:

The District will pay full salary during the time an employee is absent due to jury duty.

LEGAL REF.:

[105 ILCS 5/10-20.7.](#)

[705 ILCS 305/4.1](#), Jury Act.

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Joliet Township High School District 204

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Section 8 - COMMUNITY RELATIONS

8:30 Conduct on School Property

The following definitions apply to this policy:

School property - District and school buildings, grounds, and parking areas; vehicles used for school purposes; and any location used for a Board of Education meeting, school athletic event, or other school-sponsored or school-sanctioned events or activities.

Visitor - Any person other than an enrolled student or District employee.

All visitors to school property are required to report to the Building Principal's office and receive permission to remain on school property. All visitors must sign a visitors' log, show identification, and wear a visitor's badge. When leaving the school, visitors must return their badge. On those occasions when large groups of parents/guardians, friends, and/or community members are invited onto school property or when community members are attending Board meetings, visitors are not required to sign in but must follow school officials' instructions. Persons on school property without permission will be directed to leave and may be subject to criminal prosecution.

Except as provided in the next paragraph, any person wishing to confer with a staff member should contact that staff member to make an appointment. Conferences with teachers are held, to the extent possible, outside school hours or during the teacher's conference/preparation period.

Requests to access a school building, facility, and/or educational program, or to interview personnel or a student for purposes of assessing the student's special education needs, should be made at the appropriate building. Access shall be facilitated according to guidelines from the Superintendent or designee.

The School District expects mutual respect, civility, and orderly conduct among all people on school property or at a school event. No person on school property or at a school event (including visitors, students, and employees) shall perform any of the following acts:

1. Strike, injure, threaten, harass, or intimidate a staff member, Board member, sports official or coach, or any other person.
2. Behave in an unsportsmanlike manner, or use vulgar or obscene language.
3. Unless specifically permitted by State law, possess a weapon, any object that can reasonably be considered a weapon or looks like a weapon, or any dangerous device.
4. Damage or threaten to damage another's property.
5. Damage or deface School District property.
6. Violate any Illinois law, or town or county ordinance.
7. Smoke or otherwise use tobacco products.
8. Distribute, consume, use, possess, or be impaired by or under the influence of an alcoholic beverage, cannabis, other lawful product, or illegal drug.
9. Be present when the person's alcoholic beverage, cannabis, other lawful product, or illegal drug consumption is detectable, regardless of when and/or where the use occurred.
10. Use or possess medical cannabis, unless he or she has complied with policy 7:270, *Administering Medicines to Students*, implementing *Ashley's Law*.
11. Impede, delay, or otherwise interfere with the orderly conduct of the District's educational program or any other activity occurring on school property.
12. Enter upon any portion of school premises at any time for purposes other than those which are lawful and authorized by the Board of Education.
13. Operate a motor vehicle: (a) in a risky manner, (b) in excess of 20 miles per hour, or (c) in violation of an authorized District employee's directive.
14. Engage in any risky behavior, including roller-blading, roller-skating, or skateboarding.
15. Violate other District policies or regulations, or a directive from an authorized security officer or District employee.
16. Engage in any conduct that interferes with, disrupts, or adversely affects the District or a School function.

Exclusive Bargaining Representative Agent

Please refer to the applicable collective bargaining agreement(s).

For employees not covered by a current applicable bargaining agreement:

Upon notifying the Building Principal's office, authorized agents of an exclusive bargaining representative will be provided reasonable access to employees in the bargaining unit they represent in accordance with State law. Such access shall be conducted in a manner that

will not impede the normal operations of the District.

Convicted Child Sex Offender

State law prohibits a child sex offender from being present on school property or loitering within 500 feet of school property when persons under the age of 18 are present, unless the offender meets either of the following two exceptions:

1. The offender is a parent/guardian of a student attending the school and has notified the Building Principal of his or her presence at the school for the purpose of: (i) attending a conference with school personnel to discuss the progress of his or her child academically or socially, (ii) participating in child review conferences in which evaluation and placement decisions may be made with respect to his or her child regarding special education services, or (iii) attending conferences to discuss other student issues concerning his or her child such as retention and promotion; or
2. The offender received permission to be present from the Board, Superintendent, or Superintendent's designee. If permission is granted, the Superintendent or Board President shall provide the details of the offender's upcoming visit to the Building Principal.

In all cases, the Superintendent, or designee who is a licensed employee, shall supervise a child sex offender whenever the offender is in a child's vicinity.

Enforcement

Any staff member may request identification from any person on school grounds or in any school building; refusal to provide such information is a criminal act. The Building Principal or designee shall seek the immediate removal of any person who refuses to provide requested identification.

Any person who engages in conduct prohibited by this policy may be ejected from or denied admission to school property in accordance with State law. The person also may be subject to being denied admission to school athletic or extracurricular events for up to one calendar year in accordance with the procedures below.

Procedures to Deny Future Admission to Athletic or Extracurricular School Events

Before any person may be denied admission to athletic or extracurricular school events, the person has a right to a hearing before the Board or a hearing officer appointed by the Board, to review the denial. After presentation of the evidence or receipt of the hearing officer's report, the Board shall take such action as it finds appropriate. The Superintendent may deny admission to events or meetings pending the Board action. The Superintendent or

designee will provide a hearing notice, sent by regular and certified mail with return receipt requested, at least 10 days before the Board hearing date. The hearing notice must contain:

1. The date, time, and place of the Board hearing,
2. A description of the prohibited conduct,
3. The proposed time period that admission to school events will be denied, and
4. Instructions on how to waive a hearing.

LEGAL REF.:

[20 U.S.C. §7971](#) *et seq.*, Pro-Children Act of 2001.

[Nuding v. Cerro Gordo Community Unit School Dist.](#), 313 Ill. App.3d 344 (4th Dist. 2000).

[105 ILCS 5/10-20.5](#), [10-20.5b](#), [5/10-22.10](#), [5/22-33](#), [5/22-110](#), and [5/24-25](#).

[115 ILCS 5/3\(c\)](#), Ill. Educational Labor Relations Act.

[410 ILCS 130/](#), Compassionate Use of Medical Cannabis Program Act.

[410 ILCS 705/](#), Cannabis Tax and Regulation Act.

[430 ILCS 66/](#), Firearm Concealed Carry Act.

[720 ILCS 5/11-9.3](#), [5/21-1](#), [5/21-1.2](#), [5/21-3](#), [5/21-5](#), [5/21-5.5](#), [5/21-9](#), and [5/21-11](#).

CROSS REF.: 2:200 (Types of School Board Meetings), 2:230 (Public Participation at School Board Meetings and Petitions to the Board), 4:170 (Safety), 5:50 (Drug- and Alcohol-Free Workplace; E-Cigarette, Tobacco, and Cannabis Prohibition), 6:120 (Education of Children with Disabilities), 6:250 (Community Resource Persons and Volunteers), 7:190 (Student Behavior), 7:270 (Administering Medicines to Students), 8:20 (Community Use of School Facilities),

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Section 5 - GENERAL PERSONNEL

5:150 Personnel Records

Maintenance and Access to Records

Please refer to the applicable **current** collective bargaining agreement(s).

For employees not covered by a current applicable bargaining agreement:

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

Access to personnel records is available as follows:

1. An employee will be given access to his or her personnel records according to State law and guidelines developed by the Superintendent.
2. An employee's supervisor or other management employee who has an employment or business-related reason to inspect the record is authorized to have access.
3. Anyone having the respective employee's written consent may have access.
4. Access will be granted to anyone authorized by State or federal law to have access.
5. All other requests for access to personnel information are governed by Board policy 2:250, *Access to District Public Records*.

Prospective Employer Inquiries Concerning a Current or Former Employee's Job Performance

The Superintendent or designee shall manage a process for responding to inquiries by a prospective employer concerning a current or former employee's job performance. The Superintendent shall:

1. Execute the requirements in the Abused and Neglected Child Reporting Act whenever another school district asks for a reference concerning an applicant who is or was a District employee and was the subject of a report made by a District employee to Ill. Dept. of Children and Family Services (DCFS); and
2. Comply with the federal law prohibiting the District from providing a recommendation of employment for an employee, contractor, or agent that the District knows, or has probable cause to believe, has engaged in sexual misconduct with a student or minor in violation of the law, but the Superintendent or designee may follow routine procedures regarding the transmission of administrative or personnel files for that employee.
3. Manage the District's responses to employer requests for sexual misconduct related employment history review (EHR) information in accordance with *Faith's Law*.

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

LEGAL REF.:

[20 U.S.C. §7926.](#)

[105 ILCS 5/22-94.](#)

[325 ILCS 5/4](#), Abused and Neglected Child Reporting Act.

[745 ILCS 46/10](#), Employment Record Disclosure Act.

[820 ILCS 40/](#), Personnel Record Review Act.

[23 Ill.Admin.Code §1.660.](#)

CROSS REF.: 2:250 (Access to District Public Records), 5:90 (Abused and Neglected Child Reporting), 7:340 (Student Records)

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Section 5 - GENERAL PERSONNEL

5:185 Family and Medical Leave

Please refer to the applicable **current** collective bargaining agreement(s).

For employees not covered by a current applicable bargaining agreement:

Leave Description^{C1}

An eligible employee may use unpaid family and medical leave (FMLA leave), guaranteed by the federal Family and Medical Leave Act. The U.S. Department of Labor's rules (federal rules) implementing FMLA, as they may be amended from time to time, control FMLA leave.

An eligible employee may take FMLA leave for up to a **for up to a** combined total of 12 weeks each year, with the year measured by the rolling twelve (12) month period measured backward from the date an employee uses any FMLA leave. Each time an employee takes FMLA leave, the remaining leave entitlement will be any balance of the twelve (12) weeks that was not used during the immediately preceding twelve (12) months.

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

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

against the employee's FMLA leave entitlement.

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

1. The birth and first-year care of a son or daughter.
2. The adoption or foster placement of a son or daughter, including absences from work that are necessary for the adoption or foster care to proceed and expiring at the end of the 12-month period beginning on the placement date.
3. The serious health condition of an employee's spouse, child, or parent.
4. The employee's own serious health condition that makes the employee unable to perform the functions of his or her job.
5. The existence of a qualifying exigency arising out of the fact that the employee's spouse, child, or parent is a military member on covered active duty or has been notified of an impending call or order to active duty, as provided in federal rules.
6. To care for the employee's spouse, child, parent, or next of kin who is a covered servicemember with a serious injury or illness, as provided by federal rules.

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

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

Eligibility

To be eligible for FMLA leave, both of the following provisions must describe the employee:

1. The employee is employed at a worksite where at least 50 employees are employed within 75 miles; and
2. The employee has been employed by the District for at least 12 months and has been employed for at least 1,000 hours of service during the 12-month period immediately before the beginning of the leave. The 12 months an employee must have been employed by the District need not be consecutive. However, the District will not consider any period of previous employment that occurred more than seven years before the date of the most recent hiring, except when the service break is due to fulfillment of a covered service obligation under the employee's Uniformed Services Employment and Reemployment Rights Act (USERRA), [38 U.S.C. 4301](#), et seq., or when a written agreement exists concerning the District's intention to rehire the employee.

Requesting Leave

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

Certification

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

1. When the leave is to care for the employee's covered family member with a serious health condition, the employee must provide a complete and sufficient certificate signed by the family member's health care provider.
2. When the leave is due to the employee's own serious health condition, the employee must provide a complete and sufficient certificate signed by the employee's health care provider.
3. When the leave is to care for a covered servicemember with a serious illness or injury, the employee must provide a complete and sufficient certificate signed by an authorized health care provider for the covered servicemember.
4. When the leave is because of a qualified exigency, the employee must provide: (a) a copy of the covered military member's active duty orders or other documentation issued by the military indicating that the military member is on active duty or call to active duty status, and the dates of the covered military member's active duty service, and (b) a statement or description, signed by the employee, of appropriate facts regarding the qualifying exigency for which FMLA leave is requested.

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

The District may require recertification at reasonable intervals, but not more often than once every 30 days. Regardless of the length of time since the last request, the District may request recertification when the, (1) employee requests a leave extension, (2) circumstances described by the original certification change significantly, or (3) District receives information that casts doubt upon the continuing validity of the original certification. Recertification is at

the employee's expense and must be provided to the District within 15 calendar days after the request. The District may request recertification every six months in connection with any absence by an employee needing an intermittent or reduced schedule leave for conditions with a duration in excess of six months.

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

Continuation of Health Benefits

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

Changed Circumstances and Intent to Return

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

Return to Work

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

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

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

Implementation

The Superintendent or designee shall ensure that: (1) all required notices and responses to leave requests are provided to employees in accordance with the FMLA; and (2) this policy is implemented in accordance with the FMLA. In the event of a conflict between the policy and the FMLA or its regulations, the latter shall control. The terms used in this policy shall be defined as in the FMLA regulations.

LEGAL REF.:

[29 U.S.C. §2601](#) *et seq.*, Family and Medical Leave Act; [29 C.F.R. Part 825](#).

[105 ILCS 5/24-6.4](#).

CROSS REF.: 5:180 (Temporary Illness or Temporary Incapacity), 5:250 (Leaves of Absence), 5:310 (Compensatory Time-Off), 5:330 (Sick Days, Vacation, Holidays, and Leaves)

ADOPTED: February 15, 2022

Joliet Township High School District 204

PRESSPlus Comments

C1. This policy is suggested to be reviewed by the Board. According to policy 2:240, *Board Policy Development*, "[t]he Board will periodically review its policies for relevancy, monitor its policies for effectiveness, and consider whether any modifications are required." IASB suggests that each policy in the Board's policy manual be reviewed at a minimum of every five years. As part of the review, the Board may choose to:

- Compare the adopted version to the current PRESS sample (available at PRESS Online by logging in at www.iasb.com), discussing any differences and/or options noted in the footnotes to determine whether local changes are necessary
- Update the policy language due to changes in local conditions
- Make no changes, but update the adoption date to reflect that the policy has been reviewed and re-adopted

Issue 122, June 2026

Document Status: Draft Update

Section 5 - GENERAL PERSONNEL

5:200 Terms and Conditions of Employment and Dismissal

School Calendar, Salary, Assignments and Transfers, Evaluation and Dismissal, Duty-Free Lunch

Please refer to the applicable ~~current~~ collective bargaining agreement(s).

School Year

Teachers shall work according to the school calendar adopted by the Board of Education, which shall have a minimum of 176 student attendance days and a minimum of 180 teacher workdays, including teacher institute days. Teachers are not required to work on legal school holidays unless the District has followed applicable State law that allows it to hold school or schedule teachers' institutes, parent-teacher conferences, or staff development on the third Monday in January (the Birthday of Dr. Martin Luther King, Jr.); February 12 (the Birthday of President Abraham Lincoln); the first Monday in March (known as Casimir Pulaski's birthday); the second Monday in October (Columbus Day); and November 11 (Veterans' Day).

School Day

Teachers are required to work the school day adopted by the Board of Education. Teachers are required to work the school day adopted by the Board. Teachers employed for at least four hours per day shall receive a duty-free lunch equivalent to the student lunch period, or 30 minutes, whichever is longer.

Nursing Mothers

The District accommodates employees who are nursing mothers and compensates them for reasonable time needed to express breast milk according to provisions in State and federal law.

Salary

Teachers shall be paid according to the salaries fixed by the Board of Education, but in no case less than the minimum salary provided by the School Code. Teachers shall be paid at least monthly on a 10- or 12-month basis.

School Social Worker Services Outside of District Employment

School social workers may not provide services outside of their District employment to any student(s) attending school in the District. *School social worker* has the meaning stated in [105 ILCS 5/14-1.09a](#).

LEGAL REF.:

[29 U.S.C. §218\(d\)](#), [Pub. L. 117-328](#), Pump for Nursing Mothers Act.

[42 U.S.C. §2000gg et seq.](#), [Pub. L. 117-328](#), Pregnant Workers Fairness Act.

[105 ILCS 5/10-19](#), [5/10-19.05](#), [5/10-20.65](#), [5/14-1.09a](#), [5/22-96](#), [5/22.4](#), [5/24-16.5](#), [5/24-2](#), [5/24-8](#), [5/24-9](#), [5/24-11](#), [5/24-12](#), [5/24-21](#), [5/24A-1 through 24A-20](#).

[820 ILCS 260/](#), Nursing Mothers in the Workplace Act.

[23 Ill.Admin.Code Parts 50](#) (Evaluation of Educator Licensed Employees) and [51](#) (Dismissal of Tenured Teachers).

[Cleveland Bd. of Educ. v. Loudermill](#), 470 U.S. 532(1985).

CROSS REF.: 5:120 (Employee Ethics; Code of Professional Conduct; and Conflict of Interest), 5:290 (Employment Termination and Suspensions), 6:20 (School Year Calendar and Day)

ADOPTED: January 20, 2026

Joliet Township High School District 204

Document Status: Draft Update

Section 5 - GENERAL PERSONNEL

5:250 Leaves of Absence

Sick and Bereavement Leave, Sabbatical Leave, Personal Leave, Unpaid Leave, Child-Rearing Leave, and Leaves for Service in the Military

Please refer to the applicable ~~current~~ collective bargaining agreement(s).

Staff members are entitled to use up to 30 days of paid sick leave because of the birth of a child that is not dependent on the need to recover from childbirth. Such days may be used at any time within the 12-month period following the birth of the child. Intervening periods of nonworking days or school not being in session, such as breaks and holidays, do not count towards the 30 working school days. As a condition of paying sick leave beyond the 30 working school days, the Board or Superintendent may require medical certification.

For purposes of adoption, placement for adoption, or acceptance of a child in need of foster care, paid sick leave may be used for reasons related to the formal adoption or the formal foster care process prior to taking custody of the child or accepting the child in need of foster care, and for taking custody of the child or accepting the child in need of foster care. Such leave is limited to 30 days, unless a longer leave is provided in an applicable collective bargaining agreement, and need not be used consecutively once the formal adoption or foster care process is underway. The Board or Superintendent may require that the employee provide evidence that the formal adoption or foster care process is underway.

Family Bereavement Leave

State law allows a maximum of 10 unpaid work days for eligible employees (Family and Medical Leave Act of 1993, [20 U.S.C. §2601 et seq.](#)) to take family bereavement leave. The purpose, requirements, scheduling, and all other terms of the leave are governed by the Family Bereavement Leave Act. Eligible employees may use family bereavement leave, without any adverse employment action, for: (1) attendance by the bereaved staff member at the funeral or alternative to a funeral of a covered family member, which includes an employee's child, stepchild, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent (2) making arrangements necessitated by the death of the covered family member, (3) grieving the death of the covered family member, or

(4) absence from work due to a Significant Event, which includes: (i) miscarriage, (ii) an unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure, (iii) a failed adoption match or an adoption that is not finalized because it is contested by another party, (iv) a failed surrogacy agreement, (v) a diagnosis that negatively impacts pregnancy or fertility, or (vi) a still birth. An employee qualifying for leave due to a Significant Event will not be required to identify which specific reason applies to the employee's request.

The leave must be completed within 60 days after the date on which the employee received notice of the death of the covered family member or the date on which an event under item (4) above occurs. However, in the event of the death of more than one covered family member in a 12-month period, an employee is entitled to up to a total of six weeks of bereavement leave during the 12-month period, subject to certain restrictions under State and federal law. Other existing forms of leave may be substituted for the leave provided in the Family Bereavement Leave Act. This policy does not create any right for an employee to take family bereavement leave that is inconsistent with the Family Bereavement Leave Act.

Child Extended Bereavement Leave

Unpaid leave from work is available to employees who experience the loss of a child by suicide or homicide. The Child Extended Bereavement Leave Act governs the duration, scheduling, continuity of benefits, and all other terms of the leave. Accordingly, if the District employs 250 or more employees on a full-time basis, an employee is entitled to a total of 12 weeks of unpaid leave within one year after the employee notifies the District of the loss. An employee may elect to substitute other forms of leave to which the employee is entitled for the leave provided under the Child Extended Bereavement Leave Act.

General Assembly

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

Leave for Employment in Department of Defense

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

Leave to Serve as an Election Judge

Any staff member who was appointed to serve as an election judge under State law may, after giving at least 20-days' written notice to the District, be absent without pay for the purpose of serving as an election judge. The staff member is not required to use any form of

paid leave to serve as an election judge. No more than 10% of the District's employees may be absent to serve as election judges on the same Election Day.

School Visitation Leave

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

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

Leaves for Victims of Domestic Violence, Sexual Violence, Gender Violence, or Other Crime of Violence

An unpaid leave from work is available to any staff member who: (1) is a victim of domestic violence, sexual violence, gender violence, or any other crime of violence or (2) has a family or household member who is a victim of such violence whose interests are not adverse to the employee as it relates to the domestic violence, sexual violence, gender violence, or any other crime of violence. The unpaid leave allows the employee to seek medical help, legal assistance, counseling, safety planning, and other assistance, and to grieve and attend to matters necessitated by the death of a family or household member who is killed in a crime of violence, without suffering adverse employment action.

The Victims' Economic Security and Safety Act (VESSA) governs the purpose, requirements, scheduling, and continuity of benefits, and all other terms of the leave. Accordingly, if the District employs at least 50 employees, and subject to any exceptions in VESSA, an employee is entitled to a total of 12 work weeks of unpaid leave during any 12-month period. Neither the law nor this policy creates a right for an employee to take unpaid leave that exceeds the unpaid leave time allowed under, or is in addition to the unpaid leave time permitted by, the federal Family and Medical Leave Act of 1993 ([29 U.S.C. § 2601](#), *et seq.*).

Other Leaves

Upon request, the Board will grant: (1) an unpaid leave of absence to a teacher who is elected to serve as an officer of a State or national teacher organization that represents teachers in collective bargaining negotiations, (2) up to 20 days of paid leave of absence per year to a trustee of the Teachers' Retirement System to attend meetings and seminars as

described in [105 ILCS 5/24-6.3](#), (3) a paid leave of absence for the local association president of a State teacher association that is an exclusive bargaining agent in the District, or his or her designee, to attend meetings, workshops, or seminars as described in [105 ILCS 5/24-6.2](#), and (4) up to 10 days of paid leave per school term for teachers elected to represent a statewide teacher association in federal advocacy work in accordance with [105 ILCS 5/24-3.5](#).

COVID-19 Paid Administrative Leave

When applicable, paid administrative leave related to COVID-19 will be granted to eligible employees in accordance with State law.

Family Neonatal Intensive Care Leave

An unpaid leave from work is available to any staff member whose child is a patient in a neonatal intensive care unit (NICU) in accordance with the requirements of the Family Neonatal Intensive Care Leave Act. If the District employs at least 51 employees, an employee is entitled to a total of 20 days of unpaid leave while a child of the employee is a patient in a NICU. The District may require reasonable verification of the employee's child's length of stay in a NICU.

LEGAL REF.:

[105 ILCS 5/10-20.83](#), [5/24-6](#), [5/24-6.1](#), [5/24-6.2](#), [5/24-6.3](#), [5/24-13](#), and [5/24-13.1](#).

[10 ILCS 5/13-2.5](#), Election Code.

[330 ILCS 61/](#), Service Member Employment and Reemployment Rights Act.

[820 ILCS 147/](#), School Visitation Rights Act.

[820 ILCS 154/](#), Family Bereavement Leave Act.

[820 ILCS 156/](#), Child Extended Bereavement Leave Act.

[820 ILCS 157/](#), Family Neonatal Intensive Care Leave Act.

[820 ILCS 180/](#), Victims' Economic Security and Safety Act.

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

ADOPTED: May 19, 2026

Joliet Township High School District 204

Document Status: Draft Update

Section 5 - GENERAL PERSONNEL

5:270 Employment At-Will, Compensation, and Assignment

Employment At-Will

Unless otherwise specifically provided, District employment is at-will, meaning that employment may be terminated by the District or employee at any time for any reason or no reason at all. A dismissal for reduction in force requires 30 day's notice before the employee is removed or dismissed. For the purposes of reduction in force, educational support personnel are granted seniority and recall rights within their respective categories of position. Nothing in School Board policy is intended or should be construed as altering the employment at-will relationship.

Compensation and Assignment

Please refer to the applicable ~~current~~ collective bargaining agreement(s).

For employees not covered by a current applicable bargaining agreement:

The School Board will determine salary and wages for educational support personnel. Increments are dependent on evidence of continuing satisfactory performance. An employee covered by the overtime provisions in the Fair Labor Standards Act, [29 U.S.C. § 201 et seq.](#), works overtime whenever the employee works more than 40 hours during a single workweek. Overtime will not be allowed without prior authorization from the employee's immediate supervisor. Educational support personnel are paid every 2 weeks.

Assignment

Please refer to the applicable collective bargaining agreement(s).

For employees not covered by a current applicable bargaining agreement:

The Superintendent is authorized to make assignments and transfers of educational support personnel.

LEGAL REF.:

[105 ILCS 5/10-22.34](#) and [5/10-23.5](#).

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

ADOPTED: August 19, 2025

Joliet Township High School District 204

Document Status: Draft Update

Section 5 - GENERAL PERSONNEL

5:290 Employment Termination and Suspensions

Resignation

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

Retirement

Please refer to the applicable ~~current~~ collective bargaining agreement(s).

For employees not covered by a current applicable bargaining agreement:

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

Non-RIF Dismissal

Please refer to the applicable ~~current~~ collective bargaining agreement(s).

For employees not covered by a current applicable bargaining agreement:

The District may terminate an at-will employee at any time. The Superintendent or supervisor may recommend an employee's discharge subject to the Board of Education's approval. This includes recommending a non-licensed employee for immediate dismissal for willful or negligent failure to report an instance of suspected child abuse or neglect as required by [325 ILCS 5/](#).

Reduction in Force and Recall

Please refer to the applicable ~~current~~ collective bargaining agreement(s).

For employees not covered by a current applicable bargaining agreement:

The Board may, as necessary or prudent, decide to decrease the number of educational support personnel or to discontinue some particular type of educational support service and, as a result of that action, dismiss or reduce the hours of one or more educational support employees. When making decisions concerning reduction in force and recall, the Board will follow [Sections 10-22.34c](#) (outsourcing non-instructional services) and [10-23.5](#) (procedures) of the School Code, to the extent they are applicable and not superseded by legislation or an applicable collective bargaining agreement.

Final Paycheck

A terminating employee's final paycheck will be adjusted for any unused, earned vacation credit. Employees are paid for all earned vacation. Terminating employees will receive their final pay on the next regular payday following the date of termination.

Suspension

Please refer to the applicable current collective bargaining agreement(s).

For employees not covered by a current applicable bargaining agreement:

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

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

1. Let the employee remain in his or her position pending the outcome of the investigation; or
2. Remove the employee as recommended, proceeding with:

- a. A suspension with pay; or
- b. A suspension without pay.

LEGAL REF.:

[105 ILCS 5/10-22.34c](#) and [5/10-23.5](#)

[5 ILCS 430](#) *et seq.*, State Officials and Employees Ethics Act.

[325 ILCS 5/7.4](#)(c-10), Abused and Neglected Child Reporting Act.

[820 ILCS 105/4a](#), Minimum Wage Law.

CROSS REF.: 5:90 (Abused and Neglected Child Reporting), 5:120 (Employee Ethics; Code of Professional Conduct; and Conflict of Interest), 5:240 (Suspension), 5:270 (Employment At-Will, Compensation, and Assignment)

ADOPTED: August 20, 2024

Joliet Township High School District 204

Document Status: Draft Update

Section 5 - GENERAL PERSONNEL

5:310 Compensatory Time-Off

Please refer to the applicable collective bargaining agreement(s).

For employees not covered by a current applicable bargaining agreement:

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

Employees may be given 1-1/2 hours of compensatory time-off in lieu of cash payment for each hour of overtime worked. Other than as provided below, at no time may an employee's accumulated compensatory time-off exceed 24 hours, which represents compensation for 16 hours of overtime. If an employee accrues the maximum number of compensatory time-off hours, the employee: (1) is paid for any additional overtime hours worked, at the rate of one and one-half times the employee's regular hourly rate of pay, and (2) does not accumulate compensatory time-off until the employee uses an equal amount of accrued time-off.

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

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

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

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

Implementation

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

LEGAL REF.:

[29 U.S.C. §201](#) *et seq.*, Fair Labor Standards Act; [29 C.F.R. Part 553](#).

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

ADOPTED: August 20, 2024

Joliet Township High School District 204

Document Status: Draft Update

Section 5 - GENERAL PERSONNEL

5:320 Evaluation

The Superintendent is responsible for designing and implementing a program for evaluating the job performance of each educational support staff member according to standards contained in Board policies as well as in compliance with State law and any applicable employee handbook and/or collective bargaining agreement.

Please refer to the applicable collective bargaining agreement(s).

For employees not covered by a current applicable bargaining agreement:

The standards for the evaluation program shall include, but not be limited to:

1. Each employee shall be evaluated annually, preferably before the annual salary review.
2. The direct supervisor shall provide input.
3. The employee's work quality, promptness, attendance, reliability, conduct, judgment, and cooperation shall be considered.
4. The employee shall receive a copy of the annual evaluation.
5. All evaluations shall comply with State and federal law and any applicable employee handbook and/or collective bargaining agreement.

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

ADOPTED: February 21, 2023

Joliet Township High School District 204

Document Status: Draft Update

Section 5 - GENERAL PERSONNEL

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

Sick Leave and Bereavement Leave; IMRF Service Credit Plan

Please refer to the applicable ~~current~~ collective bargaining agreement(s).

For employees not covered by a current applicable bargaining agreement:

Full or part-time educational support personnel who work at least 600 hours per year receive 10 paid sick leave days per year. Part-time employees will receive sick leave pay equivalent to their regular workday. Sick leave shall accumulate to a maximum of 180 days, including the leave of the current year. This policy is the District's written plan allowing eligible employees to convert eligible accumulated sick leave to service credit upon a District employee's retirement under the Ill. Municipal Retirement Fund.

Sick leave is defined in State law as personal illness, mental or behavioral complications, quarantine at home, serious illness or death in the immediate family or household, or birth, adoption, placement for adoption, or the acceptance of a child in need of foster care. The Superintendent or designee shall monitor the use of sick leave.

As a condition for paying sick leave after three days absence for personal illness or as the Board or Superintendent deem necessary in other cases, the Board or Superintendent may require that the staff member provide a certificate from: (1) a physician licensed in Illinois to practice medicine and surgery in all its branches, (2) a mental health professional licensed in Illinois providing ongoing care or treatment to the staff member, (3) a chiropractic physician licensed under the Medical Practice Act, (4) a licensed advanced practice registered nurse, (5) a licensed physician assistant who has been delegated the authority to perform health examinations by his or her supervising physician, or (6) if the treatment is by prayer or spiritual means, a spiritual adviser or practitioner of the employee's faith. If the Board or Superintendent requires a certificate during a leave of less than three days for personal illness, the District shall pay the expenses incurred by the employee.

Employees are entitled to use up to 30 days of paid sick leave because of the birth of a child that is not dependent on the need to recover from childbirth. Such days may be used at any

time within the 12-month period following the birth of the child. Intervening periods of nonworking days or school not being in session, such as breaks and holidays, do not count towards the 30 working school days. As a condition of paying sick leave beyond the 30 working school days, the Board or the Superintendent may require medical certification.

For purposes of adoption, placement for adoption, or acceptance of a child in need of foster care, paid sick leave may be used for reasons related to the formal adoption or the formal foster care process prior to taking custody of the child or accepting the child in need of foster care, and for taking custody of the child or accepting the child in need of foster care. Such leave is limited to 30 days, unless a longer leave is provided in an applicable collective bargaining agreement, and need not be used consecutively once the formal adoption or foster care process is underway. The Board or Superintendent may require that the employee provide evidence that the formal adoption or foster care process is underway.

Vacation

Please refer to the applicable current collective bargaining agreement(s).

For employees not covered by a current applicable bargaining agreement:

Twelve-month employees shall be eligible for paid vacation days according to the approved schedule.

Part-time employees who work at least half-time are entitled to vacation days on the same basis as full-time employees, but the pay will be based on the employee's average number of part-time hours per week during the last vacation accrual year. The Superintendent will determine the procedure for requesting vacation.

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

Holidays

Please refer to the applicable current collective bargaining agreement(s).

For employees not covered by a current applicable bargaining agreement:

Unless the District has a waiver or modification of the School Code pursuant to [Section 2-3.25g](#) or [24-2\(b\)](#) allowing it to schedule school on a legal school holiday listed below, District employees will not be required to work on:

New Year's Day Labor Day

Martin Luther King Jr.'s Birthday	Columbus Day
Abraham Lincoln's Birthday	Veterans Day
Casimir Pulaski's Birthday	General Election Day, when required by law
Memorial Day	Thanksgiving Day
Juneteenth National Freedom Day	Christmas Day
Independence Day	

A holiday will not cause a deduction from an employee's time or compensation. The District may require educational support personnel to work on a school holiday during an emergency or for the continued operation and maintenance of facilities or property.

Personal Leave

Please refer to the applicable ~~current~~ collective bargaining agreement(s).

For employees not covered by a current applicable bargaining agreement:

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

1. Except in cases of emergency or unavoidable situations, a personal leave request should be submitted to the Building Principal three days before the requested date.
2. No personal leave day may be used immediately before or immediately after a holiday, or during the first and/or last five days of the school year, unless the Superintendent grants prior approval.

3. Personal leave may not be used in increments of less than one-half day.
4. Personal leave is subject to any necessary replacement's availability.
5. Personal leave may not be used on an in-service training day.

Personal leave may not be used when the employee's absence would create an undue hardship.

Leave to Serve as a Trustee of the Ill. Municipal Retirement Fund

Upon request, the Board will grant 20 days of paid leave of absence per year to a trustee of the Ill. Municipal Retirement Fund in accordance with State law.

Leaves for Service in the Military and General Assembly

Educational support personnel receive military and General Assembly leaves on the same terms and conditions granted professional staff.

Bereavement Leave

Please refer to the applicable current collective bargaining agreements.

Educational support personnel receive bereavement leave on the same terms and conditions granted professional staff.

School Visitation Leave

Educational support personnel receive school visitation leave on the same terms and conditions granted professional staff.

Leaves for Victims of Domestic Violence, Sexual Violence, Gender Violence, or Other Crime of Violence

Educational support personnel receive a leave for victims of domestic violence, sexual violence, or gender violence on the same terms and conditions granted professional staff.

Family Bereavement Leave

Educational support personnel receive family bereavement leave on the same terms and conditions granted professional staff.

Child Extended Bereavement Leave

Educational support personnel receive child extended bereavement leave on the same terms and conditions granted professional staff.

Leave to Serve as an Election Judge

Educational support personnel receive leave to serve as an election judge on the same terms and conditions granted professional staff.

COVID-19 Paid Administrative Leave

Educational support personnel receive COVID-19 paid administrative leave on the same terms and conditions granted professional staff.

Family Neonatal Intensive Care Leave

Educational support personnel receive family neonatal intensive care leave on the same terms and conditions granted professional staff.

LEGAL REF.:

[40 ILCS 5/7-139](#).

[105 ILCS 5/10-20.7b](#), [5/10-20.83](#), [5/24-2](#), [5/24-6](#), and [5/24-6.3](#).

[10 ILCS 5/13-2.5](#), Election Code.

[330 ILCS 61/](#), Service Member Employment and Reemployment Rights Act.

[820 ILCS 147/](#), School Visitation Rights Act.

[820 ILCS 154/](#), Family Bereavement Leave Act.

[820 ILCS 156/](#), Child Extended Bereavement Leave Act.

[820 ILCS 157/](#), Family Neonatal Intensive Care Leave Act.

[820 ILCS 180/](#), Victims' Economic Security and Safety Act.

[School Dist. 151 v. ISBE](#), 154 Ill.App.3d 375 (1st Dist. 1987); [Elder v. Sch. Dist. No.127 1/2](#), 60 Ill.App.2d 56 (1st Dist. 1965).

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

ADOPTED: May 19, 2026

Joliet Township High School District 204