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Regarding This Employee Handbook

Purpose

The purpose of this Employee Handbook is to provide information about current benefits, policies and procedures. Management of the Illinois State Board of Education, at its discretion, reserves the right to add to, withdraw, or modify any of the provisions contained in this Employee Handbook at any time. Should any unintended conflicts occur between a provision of this Employee Handbook and an applicable bargaining unit agreement and/or applicable state or federal law, the bargaining unit agreement and/or applicable law will govern.

Effective Date and Revision

The content of this Employee Handbook is effective as of July 1, 2011. Any suggested revisions must be made in writing to Human Resources. Suggestions will be reviewed prior to consideration by the Senior Staff and the State Superintendent.
GENERAL POLICY

General Policy Statement

The Illinois State Board of Education (ISBE) is an equal opportunity, affirmative action employer. The Illinois State Board of Education does not discriminate against any employee or candidate for employment on the basis of race, sex, creed, religion, color, age, national origin, political affiliation, political beliefs, physical or mental disability, ancestry, marital status, military service or unfavorable discharge from military service, citizenship status, sexual orientation, genetic information, or any other basis protected by applicable state or federal law.

The Illinois State Board of Education, through its leadership and the effective, efficient operation of the Agency, strives to assure a quality education for every student in Illinois under its jurisdiction. Every Illinois State Board of Education employee should consider it his or her responsibility to establish cooperative working relationships with fellow employees and other individuals who are striving to provide a high quality education to Illinois students.

The policies set forth in this Employee Handbook are designed to:

- Ensure dependable service to and by employees of the Agency and to the various publics served by the Agency;
- Foster good working relationships by providing uniform personnel policies;
- Maintain recruitment and promotion practices which will encourage each employee to give his or her best effort to the Agency;
- Provide fair and equal opportunity for qualified persons to enter and progress in the Agency in a manner based upon merit as ascertained through practical personnel management; and
- Conduct all operations in an ethical and proper manner.

Unless provided otherwise by a specific provision of a collective bargaining agreement, all employees are subject to, and responsible for, complying with all of the policies and procedures of the Illinois State Board of Education, whether set forth in this Employee Handbook or elsewhere. Failure to do so may result in discipline, up to, and including, discharge.

The policies, procedures and practices described in this Employee Handbook are not conditions of employment. This Employee Handbook does not create an express or implied contract between the Illinois State Board of Education and any of its employees.

Unless specifically precluded by an applicable Collective Bargaining Agreement, or employment contract, ISBE can terminate employment at any time, for any lawful reason, or for no reason. Employment with ISBE is at will, unless otherwise set forth in an applicable Collective Bargaining Agreement or employment contract.
Terminations/Lay Offs Due to Efficiency or Funding

Except as limited by collective bargaining agreements, the Illinois State Board of Education reserves the right to terminate any employee, at any time, with or without notice or procedure, for any reason deemed to be in the best interest of the Illinois State Board of Education.

In the event the State Superintendent determines either that a particular position is no longer necessary for the efficient operation of the Illinois State Board of Education, or that adequate funding for a particular position is no longer available, then employees holding such positions may be laid off from their employment with the Illinois State Board of Education. Layoff of employment due to the elimination of a position for reasons of efficiency or funding is not intended to, and does not reflect adversely on the character or ability of the employee involved.

In the event that the Illinois State Board of Education intends to eliminate a position(s) or to have lay-offs in a classification for reasons of efficiency or funding, the State Superintendent shall endeavor to notify the affected employee(s) at least forty-five (45) calendar days prior to the effective date of lay off. Failure to provide this notice, however, shall not invalidate or delay the lay-off.

Professionalism

Employees are expected to provide a high level of service to all constituencies. Employees are expected to honor their professional and personal commitments to the Agency, staff and clients. Employees are encouraged to take advantage of professional and staff development opportunities (with preapproval from employee’s supervisor) when available and beneficial to the Agency as determined by management.

Employees publicly representing the Agency are expected to act and speak in a manner consistent with the Board’s publicly stated, officially approved policies and positions. When not speaking as an Agency employee, and especially when speaking publicly to an individual or group who knows the speaker to be an ISBE employee, employees must clearly state that any opinions expressed are their own, and do not necessarily reflect those of the Illinois State Board of Education.

If an employee finds it necessary to question a directive from his/her supervisor that is inconsistent with Agency policy and values, the employee may bring the concern to a higher level of management. After these questions have been raised through appropriate available channels and the original decision or direction has been either reaffirmed or revised, employees have a responsibility to implement any resulting decision or direction, to the best of their ability, unless doing so places the employee in immediate physical danger or is in violation of law.

Employees are encouraged to express their work related ideas, suggestions and/or concerns (within reason), to each other and management so long as they do so professionally and respectfully and do not disrupt Agency operation. Language which is generally considered offensive is inappropriate.

Interpersonal Relations

All Agency employees are to be treated with civility, dignity, trust, and respect in an effort to promote a productive working environment in accordance with the Agency’s organizational values. Employees are expected to promote a work environment that is free of intimidating, hostile or offensive behavior. Behavior which is defined as “harassment” in the Agency’s Harassment Policy is addressed through procedures in that policy. However, any behavior that a reasonable
employee finds to be unwelcome, intimidating, hostile or offensive should be reported through appropriate available channels so that the matter can be addressed. (See Section XI.)

**Honesty**

It is vitally important to this Agency’s mission that all employees are honest and truthful. Employees are to be honest in all relationships connected with their employment. Communications made in confidence should be respected. Time sheets, travel vouchers, work reports and attendance records are to be completed in a timely and accurate manner. Governmental property such as telephones, computers, internet access and facsimile machines will be only used for lawful purposes related to Agency business according to Agency policies specifically governing the use of such equipment.

**Health and Safety**

Smoking is allowed only in authorized areas and is specifically not allowed in the building.

The Agency is committed to a workplace free of alcohol and illegal drugs. The manufacture, distribution, possession or consumption of any illegal drugs or alcohol is prohibited during an employee’s hours of work whether on or off of Agency property. Reporting for or remaining at work while under the influence of alcohol or illegal drugs is forbidden.

Employees with an infectious or communicable disease should be under the care of a physician and work only as indicated by the physician.

Employees experiencing serious personal problems are encouraged to utilize the Agency’s Employee Assistance Program. Contact information for this program can be found in the Benefits Choice Options Booklet or by contacting Human Resources.

**Nepotism**

The Agency will best be able to serve the citizens of Illinois by permitting only nonrelatives to directly supervise or be supervised by an employee. An employee may not hire or advocate the hiring of a relative into a position over which the employee exercises authority, supervision or control. An employee may not use or permit the use of his/her position to assist a relative in securing employment or contracts with any person or entity over whom the employee exercises contract management authority.

**Responsible Citizenship**

Violation of state/federal law or violation of the State Ethics Act is a serious breach of this Agency’s expectations for responsible citizenship by its employees. The Agency is particularly concerned about employee actions that constitute (1) a violation of law while on Agency premises or while carrying out Agency duties, (2) a misdemeanor involving moral turpitude, and (3) a felony. However, also of concern are any actions that constitute a clear violation of any federal, state or local criminal statute, causes a clear and public adverse reflection on the Agency or its employees, or results in a clear and significant impairment of an employee’s ability to function effectively in his/her job.

**Confidentiality**

For the Agency to operate successfully, it is vital that employees release confidential information acquired through their employment only when such information becomes available to the general
Whether employees are the originators, custodians, users or recipients of confidential information, employees must ensure that such information under their direction or control is properly safeguarded in accordance with Agency policies and instructions. These policies include limiting access to confidential information to authorized persons with a need to know or disclosing confidential information only when there is a valid business need, and then only as specified in Agency policies and instructions.

**Applicability of Policies and Procedures**

The personnel policies and procedures contained in this Employee Handbook are applicable to all full-time employees as follows:

**Position classifications in the Illinois Federation of State Office Educators (IFSOE)**¹ bargaining unit (regardless of union membership):

These employees are afforded the rights, benefits, and protection contained within the negotiated Agreement between the Illinois State Board of Education and the IFSOE.

Such employees are also subject to all other policies and procedures contained within this document that are not inconsistent with the IFSOE Agreement.

**Position classifications in the American Federation of State, County and Municipal Employees (AFSCME)**² bargaining unit (regardless of union membership):

These employees are afforded the rights, benefits, and protection contained within the negotiated Agreement between the Illinois State Board of Education and the AFSCME.

Such employees are also subject to all other policies and procedures contained within this document that are not inconsistent with the AFSCME Agreement.

**Position classifications which are exempt from either bargaining unit because they are managerial or confidential in nature:**

These employees are subject to the policies and procedures contained in this document.

Any employee designated as a temporary employee is not afforded any of the benefits or rights covered in this document or in the Agreements; however, temporary employees are subject to the working conditions and behavioral standards described herein.

Nothing in these policies is intended to subvert or nullify conditions specified in the Agreements between the Illinois State Board of Education and the IFSOE or between the Illinois State Board of Education and the AFSCME.

Except where specifically set forth, management does not have authority to approve any variance from or waiver of any provision or requirement of this Employee Handbook. Management does not have authority to approve any variance from or waiver of any provision of a collective bargaining agreement.

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¹ Throughout this Employee Handbook, “IFSOE” means Local #3236.
² Throughout this Employee Handbook, “AFSCME” means Local #2811.
II
RECRUITMENT, SELECTION AND HIRING

Employment Process

All recruitment, selection and hiring activities will be carried out in conformance with the policies and procedures listed below and with applicable affirmative action requirements.

For information about recruitment, selection, and hiring for positions covered by union agreements, see the IFSOE Agreement, Article 9, and AFSCME Agreement, Article 10.

Hiring Process

All positions must be authorized by the State Superintendent or the Director of Human Resources. An approved Request to Fill (RTF) and Position Action Report (PAR) is to be on file in Human Resources prior to any advertisement, recruitment, or hiring activity.

Human Resources staff will post all bargaining unit vacancies to be filled. In addition, professional exempt positions below the level of Assistant Superintendent will be posted. The Agency is not required to post positions in the Governmental Relations and Public Information Divisions. The posting notice will specify the work location, job title, salary lane (when applicable), minimum starting salary, duties, inventory number, qualifications, the name and address of the office to which application is to be made, and the date by which applications must be submitted.

The procedure for the posting and filling of vacancies is as follows:

For a position to be posted, a RTF, along with the appropriate PAR, will be completed by the hiring member of management. Signatures for approval by the Assistant Superintendent/Center Director and Budget Division should be obtained prior to being submitted to Human Resources.

Once the completed RTF is received in Human Resources, the Director of Human Resources will approve or deny the request, taking into consideration, among other things, head count and budgetary limitations. It is the hiring manager’s responsibility to provide the appropriate job description and related qualifications to be posted or re-advertised (when applicable).

If the position is approved, Human Resources staff will input the data and create the vacancy in the Human Resource Management System (HRMS).

Required applicant guidelines will be specified on all vacancy listings. All applications for positions shown on the vacancy list must be received (not postmarked) in the Springfield Human Resources office by 5:00 p.m. on the specified date indicated on each vacancy list. Applications received by facsimile, internet, or e-mail will be accepted until 5:00 p.m. on the closing date and must be replaced by originals within five (5) business days or the applicant’s interview (whichever comes first).

Applications not received in the Springfield Human Resources office by 5:00 p.m. on the closing date will not be considered. Any applications received after the closing date may be retained for future consideration should the initial applicant pool not produce a qualified candidate for employment.
**Screening/Interview**

Screening of applicants for support positions will occur as follows:

Human Resources will screen all applications and conduct typing tests as required by the position.

Applicants will be grouped as either “A” candidates who meet the posted requirements or “B” candidates who do not meet the posted requirements. Those candidates who do not meet the posted requirements will be notified by Human Resources.

The AFSCME Agreement (Article 10, Section 1) allows the Employer to solicit applications from outside the Agency and from non-bargaining unit members during the initial posting period as long as first consideration is given to AFSCME applicants.

Screening of professional/Managerial applicants will occur as follows:

Human Resources will screen all applications and may include the hiring manager (or Director/designee with approval). Applicants will be grouped as either “A” candidates who meet the posted requirements or as “B” candidates who do not meet the posted requirements of the vacant position. Those candidates who do not meet the posted requirements will be notified by Human Resources.

Applicants must agree to validated tests and/or job simulations, interviews, reference checks, background checks, education verification (including but not limited to producing original transcripts) and/or other applicable screening procedures.

The hiring manager will be responsible for the design and structure of the interview process including the development of the questions to be asked of all applicants. The design and the structure of the interview process, the questions to be asked of all applicants, the names of the interview team and any simulation must be submitted to and approved by the Director of Human Resources (or designee) prior to the first interview. It is recommended that interview questions be drafted and submitted to Human Resources by the closing date of the vacancy.

Applicant materials of those qualified candidates will be forwarded to the supervisor of the vacant position.

It is the responsibility of the hiring manager to organize an interview team. This team must be organized in accordance with any applicable bargaining unit agreement. An appropriate Human Resources staff member will be assigned to each interview team. The manager will schedule the interviews.

Each applicant (who receives an interview, and is not currently an ISBE employee) should sign a release that states the applicant is aware of and approves the Agency (Human Resources) to secure a background check by an outside vendor should the applicant be recommended for employment.

If, for any reason, subsequent to posting a vacancy, it is determined the vacancy is to be closed, all applicants for the position will be notified by Human Resources.
Selection/Hiring

The hiring manager is responsible for the completion of the Report and Recommendation for Employment form, as well as other pertinent paperwork required on the check list included with each position.

Following receipt of the Report and Recommendation for Employment form and the background authorization form, Human Resources will confirm the interview scores and forward the documents for final approvals. The State Superintendent and the Director of Human Resources will then approve or disapprove the recommendation.

Starting salaries will be determined based on Agency resources and other pertinent factors including, but not limited to education and experience.

All recommendations for employment must be accompanied by a signed background form. If for any reason this release form does not accompany the initial recommendation, a completed form must be received in Human Resources within forty-eight (48) hours of the recommendation. If not received within the required time frame, the recommendation will be invalid.

All recommendations for employment must be made in consideration of the Agency’s affirmative action guidelines. It is the responsibility of the hiring manager to be familiar with these guidelines and to be in contact with Human Resources for regular updates or if there are any questions.

After approval of any recommendation, Human Resources will notify the hiring manager to contact the applicant to make a job offer. The hiring manager will notify Human Resources of the candidate’s response when received. Upon acceptance by the candidate/applicant, Human Resources will initiate a background check.

When a recommendation has been approved, and the position has been offered and accepted by the applicant, Human Resources will send notices to those candidates not recommended to fill the vacancy.

If any background check raises a concern, the recommendation may be withdrawn and given no further consideration. Human Resources will notify the applicant of the results of the background check.

The final decision regarding employment, starting salary, and starting date will be made by the State Superintendent and the Director of Human Resources.

The selected applicant will receive a letter from the Director of Human Resources that confirms the offer and identifies the following:

- Name of Supervisor
- Position title
- Inventory number
- Approved salary
- Date to begin employment

New employees will receive all benefit and policy information on or before their first day of employment. During orientation, the new employee will complete the necessary paperwork and the information will be entered in the HRMS/payroll system by Human Resources.
Reassignment and Transfers

Reassignment and transfers mean the movement on a permanent basis of an inventory number from one Division to another Division within the same classification, an employee from one inventory number to another inventory number within the same classification, or from one geographical work location to another geographical work location. Reassignments are Employer initiated. Transfers are employee initiated.

Involuntary Reassignment

When it is determined by the Employer to be in the best interest of the Employer, an employee may be involuntarily reassigned to meet the needs, missions and/or goals of the Employer, provided that employees will not be arbitrarily or capriciously reassigned.

An employee who is involuntarily reassigned will be given written notice of the reassignment and will be informed in writing sixty (60) days in advance if there is to be a change of geographical work location.

An employee who is involuntarily reassigned to a new geographical work location on a permanent basis, that necessitates a change in residence, will be paid for relocation expenses in accord with applicable laws and regulations in effect at the time of reassignment.

Employee Initiated Transfers

The two (2) types of employee initiated transfers are geographical and lateral. Requests for geographical transfers will be provided in writing to the employee’s immediate supervisor. Employees are not eligible to initiate a transfer during their six (6) month probationary period.

- Geographical Transfers

  Employees may request, in writing, a transfer of their current position number to a different Employer office location (Springfield, Chicago, or field-based). All employee requests for geographical transfers will be considered.

  The Employer will provide a written response to the employee within fifteen (15) days of receipt of the request. If the request is denied, the Employer will provide specific reasons for denial in the response.

  Employees transferring in this manner will not be reimbursed for moving expenses and may not request another geographical transfer for at least five (5) years from the effective date of the transfer.

- Lateral Transfers

  An employee may apply for and be appointed to a vacant position in the same classification as the employee’s current position through the normal selection process.

  The employee requesting the transfer will be considered with the other employee applicants for the posted position.
Unless otherwise specified in a collective bargaining agreement, employees transferring in this manner may not request another transfer for at least six (6) months from the effective date of the transfer and will retain all earned benefits and accrued seniority. Exceptions may be allowed based on Agency need.
III

WAGE AND SALARY ADMINISTRATION

Compensation Policy

Compensation for employees represented by AFSCME or IFSOE will be in compliance with the salary schedule as outlined in each bargaining unit agreement.

Compensation for employees occupying exempt positions (support, professional or management) will be based on salary ranges as determined by the State Superintendent and the Director of Human Resources.

The following are the responsibility of each supervisor:

To submit to Human Resources any requests for changes which affect employee pay/pay status/PAR. Requests should be submitted in accordance with the payroll closing schedule as distributed annually and posted on the Intranet. This should include any required justification for approval of said requests.

To promptly approve/disapprove any employee transaction(s) on the HRMS system to allow for the timely processing of payroll changes. Such approvals/disapprovals should be processed immediately, without delay, upon receiving notification of a “pending” approval by e-mail or by Human Resources personnel.

To be knowledgeable of, and assure full compliance with all Illinois State Board of Education Human Resources Policies and Procedures.

Entry Level Salaries

Professional (IFSOE)
Upon original entry to service, an employee’s salary will be at the base level (step one (1) of the assigned salary lane) unless a change is authorized by the State Superintendent and the Director of Human Resources. Justification for such change should be provided by the hiring official at the time the recommendation is made.

Support (AFSCME)
Upon original entry to service, an employee will be placed as follows:

Administrative Professional I (API) – Lane 1/Step 1
Program Assistant
Fiscal Assistant
Technical Assistant

Administrative Professional II (APII) – Lane 2/Step 1
Program Specialist I
Fiscal Specialist I
Technical Specialist I
Administrative Professional II (APII) – Lane 2/Step 3
Program Specialist II
Fiscal Specialist II
Technical Specialist II

Administrative Professional II (APII) – Lane 2/Step 5
Program Specialist III
Fiscal Specialist III
Technical Specialist III

If a candidate possesses directly related training and experience in excess of the minimum requirements of the class specification, the entrance salary may be above base level, as determined by the State Superintendent and the Director of Human Resources. Notification of such placement will be made to the President of the Union (as required by the bargaining unit agreement) by the Director of Human Resources or designee as soon as practicable.

Exempt (Professional, Support & Management)
Upon original entry to service, an employee’s salary will be at the base level unless a change is authorized by the State Superintendent and the Director of Human Resources.

If an employee moves from any position (including a management position) into a bargaining unit position for the first time, the individual will serve a six (6) month probationary period with all rights of management in place to evaluate and/or terminate that probationary employee should performance not meet the expectations of the position. Such employee’s starting salary in the bargaining unit position shall not exceed step five (5) of any bargaining unit agreement, unless a change is authorized by the State Superintendent and the Director of Human Resources. Justification for such change should be provided by the hiring official at the time the recommendation is made.
**Annual Salary Adjustment**

The salaries of bargaining unit employees may be adjusted annually, according to the collective bargaining unit agreements as negotiated.

Exempt staff salaries will be reviewed annually. There is no direct link between the salaries in the bargaining unit agreements and the exempt staff salaries. Adjustments and/or increases will be considered annually.

**Performance Salary Increases**

Employees occupying positions in classes that are paid in conformance with a schedule of salary lanes and steps may be granted performance increases, to become effective the first day of the anniversary month according to the following guidelines.

Satisfactory Performance Increase - Any employee who has not attained the maximum step of the relevant salary lane and whose level of performance has been evaluated and submitted to Human Resources at a satisfactory level will be advanced in pay to the next higher step on the first day of his/her anniversary month, provided the employee was in pay status at the prior step for no less than twelve (12) months. If an evaluation is not completed prior to the anniversary date, a bargaining unit employee will automatically be advanced in pay to the next higher step per the bargaining unit agreement.

A satisfactory performance increase may be withheld from an employee who has not achieved a satisfactory level of performance. Such action must have been preceded by counseling/discussion with the employee and must be supported by a written performance evaluation showing evidence of unsatisfactory performance. This should be prepared by the supervisor and discussed with the employee prior to the date the increase would otherwise become effective.

The supervisor is required to send to Human Resources, along with the completed performance evaluation, a written statement that indicates the increase is to be withheld. This must be received in Human Resources two (2) weeks prior to the date the increase is to be awarded in order to process on the payroll system.

The performance evaluation will not be invalidated by refusal of an employee to sign. In such cases, an explanatory comment will be made on the evaluation by the supervisor. A performance improvement plan must be attached in an instance of an unsatisfactory evaluation of any Bargaining Unit employee. A performance improvement plan is not required for exempt (Non-Bargaining Unit) employees, however, may be included if the evaluating manager so chooses. This evaluation will be maintained in the official personnel file in Human Resources.

Review of an improvement plan is required on an annual basis, but is recommended on a quarterly basis. A satisfactory performance increase withheld from the previous year will be granted at the time of the next evaluation when the cause for withholding has been corrected and noted accordingly in the current performance evaluation and said evaluation is satisfactory.

A bargaining unit employee may be eligible for longevity pay as set forth in the applicable bargaining unit agreement. Employees who receive longevity pay will receive a lump sum payment on the first paycheck of their anniversary month, in accordance their respective bargaining unit agreement. This will not be reflected on the salary schedule for either bargaining union.
Exempt employees are compensated within a salary range and may be eligible to advance upward within the assigned range annually, based on an annual written evaluation of performance. Advancement will be based on the ability of each staff person to perform assigned duties as evaluated by the supervisor. Such increase will be defined as merit compensation pay.

Individuals at the maximum of the assigned range will not be eligible for merit compensation. A lump sum bonus may be approved. Such compensation is at the discretion of the State Superintendent and the Director of Human Resources.

Promotion Salary Increases

- From an AFSCME position to another AFSCME position:
  
  API to APII/ subcategory I – movement to the first step representing an increase.
  
  API to APII/ subcategory II – movement to first step representing an increase, then advance two (2) steps.
  
  API to APII/ subcategory III – movement to first step representing an increase, then advance three (3) steps.
  
  APII/ subcategory I to subcategory II – move two (2) steps.
  
  APII/ subcategory I to subcategory III – move three (3) steps.
  
  APII/ subcategory II to subcategory III – move two (2) steps.

Promoted employees must occupy the new step for no less than twelve (12) months before another increase can be considered.

- From an IFSOE Lane 3 position to a Lane 4 position:

  Movement to the first step on the Lane 4 salary scale that is higher, but closest in value to the employee’s salary prior to the promotion.

  Promoted employees must occupy the new step for no less than twelve (12) months before another increase can be considered.

- From an AFSCME position to an IFSOE position:

  Upon promotion, an employee will be advanced to the first step in the new salary lane which represents at least a full step increase in the former salary lane. An equivalent of a full step for those employees at the maximum, step 25, will be determined by the value difference between step 24 and 25 added to step 25 value and the closest value on the IFSOE salary scale. Any deviation requires prior written approval from the State Superintendent and the Director of Human Resources.

  A new anniversary date is established when an employee is promoted and advanced to a step in a new salary lane representing at least a full step increase in the former salary lane.
• Promotion from a bargaining unit position to an exempt position and/or from one exempt position to another exempt position of higher responsibility:

An advance in an employee’s salary will be considered up to five percent (5%), depending on the recommendation submitted and approved. Any recommendations which would place the salary either below or above the assigned range for that position will not be approved.

• From an exempt support/professional position (salary range) to a professional bargaining unit position (salary lane/ step):

An employee’s new salary is determined by matching the employee’s current salary to the lane and step closest to, but without going over and advancing two (2) steps for the employee’s new starting salary in the position.

• From a management position (salary range) returning to a professional bargaining unit position (salary lane/ step):

If an employee promotes from a bargaining unit position to a management position and then at any point thereafter returns to a bargaining unit position, the employee will return to the step they held prior to joining management, unless a change is authorized by the State Superintendent and the Director of Human Resources. Justification for such change should be provided at the time the recommendation is made.

• The assignment of an individual to a different vacant bargaining unit position within his/her current lane through the normal selection process is considered a lateral transfer. Those employees making a lateral move will not have a change in their anniversary date and will remain on the same salary step. They are eligible for a step increase on their original anniversary date provided they receive a satisfactory evaluation.
Voluntary Reductions

Employees may voluntarily apply for a posted vacant position in a class having a lower maximum permissible salary or rate.

All applications will be in writing, signed by the employee and submitted to Human Resources.

An exempt employee who applies for, is offered, and accepts a voluntary reduction will be placed in the position and will serve a three (3) month probationary period. At the discretion of the supervisor, an evaluation may be determined necessary prior to the end of the three (3) month probationary period.

Upon the voluntary reduction of an employee to a vacant position in a class having a lower salary lane than the class from which the reduction was made, the employee's base salary will be reduced to the maximum of the lower salary lane if in excess thereof, or to the step in the lower salary lane which provides the base salary nearest to but not greater in amount than the current base salary. An exception to this is an employee who voluntarily requests a reduction to a lower class during a probationary period following promotion. In this case, the salary will be reduced to the step in the salary lane which represents the salary the employee would have earned had the employee not been promoted, and his/her previous anniversary date will be restored (this does not apply to managerial employees).

If a Lane 3 employee applies for/moves to a Lane 1 or 2 position, his/her salary will be adjusted in alignment with the salary of the posted position.

Any individual moving from one exempt position to a lower exempt classification will receive a salary closest to his/her current salary but not to exceed the maximum of the new position classification range.

Temporary Employment

Employees who are hired for a position designated as a “Temporary Position” are not eligible for vacation leave, sick leave, holiday pay or other fringe benefits as specified in this Employee Handbook.

Temporary employees are paid on a two (2) week delayed basis.

Temporary employees are not eligible to participate in the salary direct deposit program.

Temporary employees are not part of a bargaining unit.

Temporary employees subsequently appointed to full-time employment will have creditable service and benefits established on the date of appointment to the full-time position.
**Temporary Assignments – Acting Status**

Employees may be assigned to a position in a higher classification in an “acting/temporary” assignment. Additional compensation may be approved by the State Superintendent and the Director of Human Resources. Service in an “acting/temporary” assignment status will not exceed six (6) months, unless approved by the State Superintendent and the Director of Human Resources. At the conclusion of the “acting/temporary” assignment, the employee’s salary will revert to the previous salary schedule.

IFSOE and AFSCME employees will be assigned in accordance with their respective bargaining unit agreements.

The new “acting/temporary” salary is established by first considering the proper step assignment based on the employee’s regular full-time salary, and second, by applying the approved out-of-classification increase to the new full-time salary.

When an employee is assigned to a position in an “acting” role located outside the employee’s division, such employee will be moved to the new division for the duration of the acting assignment.

When an employee is assigned to an acting role for at least two (2) weeks, the position he/she occupies will be assigned an “acting” classification for purposes of record keeping and will retain his/her regular position.

**Overtime Pay**

Support employees who work in excess of forty (40) hours in any given work week will be subject to the provisions of the Fair Labor Standards Act (FLSA). Such employees will be paid in a manner established by these regulations unless the employee elects to request compensatory time earned on a proportionate basis in place of overtime pay and such compensatory time has been approved by the Assistant Superintendent/Center Director and the Division Administrator.

Employees are not permitted to work overtime unless they have prior written approval from their direct supervisor. Employees who work overtime without such permission will be paid but are subject to discipline, up to and including, discharge.
Docking

Absences without permission may result in deduction from the employee’s pay equaling the amount of pay for the time absent and may result in discipline, up to and including, discharge.

Docking may occur when an absence cannot be charged to other benefit time due to a lack of time available on the books or benefit time has been denied by the supervisor.

As permitted by the FLSA, a dock will be processed for a holiday if an employee is not in pay status on the full scheduled working day immediately preceding and immediately following a day observed as a holiday.
IV

POSITION CLASSIFICATION SYSTEM

Position Classification System

The purpose of classifying positions is to differentiate responsibilities and necessary qualifications between positions in order to provide for an equitable compensation system.

Human Resources will maintain, recommend, and revise classifications as necessary and within the guidelines of the bargaining unit agreements. The assignment of salary lane/range by classification will be based on the following:

- Differential responsibilities between jobs;
- Skills and qualifications required to satisfactorily perform the duties; and
- The rate of pay for positions with comparable responsibility.

The Director of Human Resources is responsible for reviewing and determining the final classification of all positions.

A Position Action Report (PAR) is required each time a position is created and/or revised.

Position Re-classification

Any increase or decrease in the duties and responsibilities assigned to a vacant position which may alter the classification of the position must be submitted by the supervisor and approved by Human Resources prior to the change of duties.

At the request of management or at the discretion of the State Superintendent, Human Resources may initiate an audit to determine the proper allocation of a position.

Upon completion of said audit, the requesting managerial employee will be notified by Human Resources of the findings.

The supervisor will be responsible for notifying the employee of the determination.

New Positions

If at any time management wishes to propose the establishment of a new position, a Request to Fill (RTF) form must be completed by the applicable member of management. The managerial employee will also submit a completed PAR to be attached to the request for classification by Human Resources. This position description will include the dedicated percentage of time, duties and responsibilities to be assigned as well as the education, experience and specific knowledge, abilities, and skills required.

New positions will not be recruited or filled until an approved job description is on file in Human Resources.
PERFORMANCE APPRAISAL PROCEDURES

Evaluation Policy Statement

The purpose of the evaluation tool is to document the accomplishments and areas for improvement of the employee from the previous evaluation to present, as well as his/her alignment with the mission and goals of the Agency. This will provide an opportunity for management to recognize and discuss strengths, weaknesses, and goals while promoting a communicative relationship.

The evaluation content is based on the employee’s performance of assigned duties, understanding of, and compliance with Agency policies and procedures and other factors related to the employment relationship.

Human Resources will provide assistance to management to timely and effectively complete the evaluation tool when requested by the member of management in advance of required deadlines.

Management is responsible for ongoing communication of expectations with each employee and corrective measures needed (if applicable) if not specifically in conflict with individual bargaining unit agreements. They will also follow up on any improvement plan that may have been issued during the prior evaluation. Documentation of these communications is desirable. Human Resources staff is available to assist management in this process when requested.

Signature by the supervisor and employee is acknowledgement only that the evaluation was completed and reviewed by all parties.

Completed, signed evaluations are to be sent to Human Resources for inclusion in the personnel file. Signature by both parties is required and will acknowledge only that the employee has read the evaluation and discussed it with the supervisor and shall not indicate agreement or disagreement with the evaluation. A copy of the employee’s PAR must also be attached. The PAR must be initialed by the supervisor acknowledging that it was the PAR in effect at the time of the evaluation.

If an employee fails to sign and date his/her evaluation within ten (10) work days of receipt of the evaluation, the supervisor shall indicate on the evaluation that the employee refused to sign the document. The supervisor will forward the completed evaluation without the employee signature to Human Resources prior to the deadline date.

An employee who is on leave at the time his/her evaluation is due shall contact Human Resources to determine the date by which the evaluation must be completed. It is the responsibility of the supervisor to be aware of the date on which the employee’s evaluation is due and to make arrangements to complete and submit the evaluation to Human Resources in a timely manner.

Frequency of Evaluation:
New Employee

All new employees will serve a six (6) month probationary period. The employee’s supervisor will evaluate the new employee’s performance prior to the end of the employee’s probationary period. At the end of three (3) months, if there are concerns regarding the new employee, it is the
responsibility of the supervisor to meet with the Director/Supervisor of Human Resources to discuss the status/progress of the new employee.

The final probationary written evaluation is due in Human Resources before the scheduled end of the probationary period. If an evaluation has been deemed unsatisfactory/below expectations, the responsible supervisor is required to send notification to the Director of Human Resources/Supervisor stating the name of the employee and anniversary date. This notification must be sent two (2) weeks prior to the due date.

**Frequency of Performance Evaluation: Non-probationary Employees**

Every employee will be evaluated (at least) annually by his/her immediate supervisor within the three (3) months prior to his/her anniversary date in accordance with bargaining unit agreements or as directed by the State Superintendent.

In cases where a written evaluation is provided, an employee has ten (10) workdays following receipt of the signed evaluation to offer a written response, which will be placed in the employee’s personnel file.

If an evaluation has been deemed unsatisfactory/below expectations, the responsible supervisor is required to send notification stating the name of the employee and the anniversary date to the Director/Supervisor of Human Resources for proper processing prior to the evaluation due date, and prior to conducting the evaluation meeting with the employee.

**Basis of Evaluation: Unsatisfactory Appraisal (Bargaining Unit Members)**

Each written evaluation will be completed on a timely basis, within the guidelines described in the evaluation instrument and must state whether the employee’s work product and performance are satisfactory or other than satisfactory. The evaluation will include strengths and weaknesses as well as specific examples where required. Any unsatisfactory performance evaluation will require the following:

- Notification to the Director of Human Resources and Supervisor of Human Resources as set forth above; and

  Identification and discussion with the employee of unsatisfactory work products and/or performance. This will include specific examples and recommendations for corrective action and the resources as appropriate to implement them including a performance improvement plan.

**Below Expectations (Non-Bargaining Unit Members)**

Each written evaluation will be completed on a timely basis, within the guidelines described in the evaluation instrument and must state whether the employee’s work product and performance are satisfactory or other than satisfactory. The evaluation will include strengths and weaknesses as well as specific examples where required. Any below expectations performance evaluation will require the following:

- Notification to the Director of Human Resources and Supervisor of Human Resources as set forth above; and
Identification and discussion with the employee of unsatisfactory work products and/or performance. This will include specific examples and recommendations for corrective action and the resources as appropriate to implement them including a performance improvement plan if the evaluating manager has chosen to include one.
VI

EMPLOYEE POLICIES AND PRACTICES

General Employee Orientation

It is the policy of the Agency that all new employees attend a general employee orientation. Human Resources will distribute or direct employees to various forms, guides, references, and/or policies.

Human Resources and the hiring member of management will be responsible for assuring that all new employees receive a general orientation to the Agency. Human Resources will schedule new employees for general orientation and notify the employees and respective supervisor of such schedule. Supervisors will be responsible for clearing the work schedule of new employees to permit attendance at the general orientation as scheduled. Division orientation will be provided by the applicable supervisor for each new hire.

Hours of Work

A work week is defined as a seven (7) day, one-hundred and sixty-eight (168) hour period of time commencing Sunday and ending the following Saturday within which the Employer may schedule hours of work.

The normal work week is defined as Monday through Friday and consists of thirty-seven and one-half (37½) hours. The normally scheduled work day will consist of seven and one-half hours (7½), excluding an unpaid meal period.

One (1) fifteen (15) minute break in the morning and one (1) in the afternoon are permissible. Breaks cannot be used to extend a lunch period or to allow for early dismissal.

Lunch and break times are not accruable.

Unless an exception is approved by the State Superintendant, employees must take at least one-half (½) hour lunch period at or near the mid-point of the employee’s workday.

The lunch period cannot be used for early dismissal.

The Agency does not allow employees to make up time.

Work Week- Work Month

The Employer may change the normally scheduled work day, work week or work month for some or all of the employees to meet Agency needs and responsibilities. The Employer will make every effort to provide the affected employee(s) with a reasonable period of advance notification and to limit the total work week for each employee to thirty-seven and one-half (37½) hours.
Flexible Time

Exempt Support/Exempt Professional Employees

The work day for employees shall ordinarily begin at 8:00 a.m. or 8:30 a.m. and end at 4:30 p.m. or 5:00 p.m. Employees may, upon written request and with the approval of their immediate supervisor, vary their work schedule. Such variations may include the time of arrival, meal periods, and departure times. The specific requested work days and hours and anticipated duration of the arrangement must be included in the initial request. The limitations imposed by paragraphs a, b, and c under the *Hours of Work* policy are applicable to all “flex” schedules. All flexible schedule requests must be evaluated by the Director of Human Resources to ensure it is in compliance with all applicable policies and procedures.

All flexible schedules must maintain the required number of hours in the work week and work month. No employee may commence the work day prior to 7:00 a.m. or complete the work day after 6:00 p.m. Further, no support staff employee shall be permitted to work more than eight and three-quarters (8 ¾) hours during any work day or forty (40) hours during any regular work week.

A flexible schedule may be approved by the supervisor for up to one (1) calendar year and, based on his/her discretion and applicable policy, may be renewed on an annual basis provided such schedule does not interfere with the productivity of the division/Agency and assures sufficient staff coverage from 8:00 a.m. to 5:00 p.m. Any denial of an employee’s request for a flexible schedule shall be accompanied by the reasons for such denial.

Any approved flexible schedule shall place responsibility on the employee and the supervisor (or designee) to ensure accurate time-keeping practices and policies and procedures are followed. Any exceptions to this policy will require the approval of both the State Superintendent and the Director of Human Resources.
Office Assignment/Work Location

The Employer will determine work location for all positions. Positions not assigned to either Springfield or Chicago will be considered home/field based only after approval by the State Superintendent or the Director of Human Resources.

Employees assigned to Springfield or Chicago will be expected to be present at their assigned office each day at the beginning of their approved workday.

Home/field based employees are expected to be present at their scheduled work assignment each day as prescribed by an itinerary that has been pre-approved by the respective supervisor in accordance with the ISBE travel policy. Any deviation to the office assignment or itinerary must receive prior written approval of the respective supervisor. Failure to do so may result in discipline up to, and including, discharge.

Work at home is not allowed except in extreme situations as determined by the Work at Home provision of this handbook.
Work at Home

It is important that a common philosophy and a comprehensive policy is established in order to authorize ISBE employee requests to work at home. After an examination of liability issues surrounding the work at home policy, the Employer cannot authorize an employee to work from home except in instances that are not excessive, based on Agency need and with the total number of hours and expectations clearly defined. Final approval for work at home requests must be in writing and in advance of any employee working at home, by both the applicable Assistant Superintendent/Center Director and the Director of Human Resources.

The presumption is that to most effectively do a job, work is best performed in the office. If an employee needs a quiet place to work (for example to read grants), there are several conference rooms available throughout the building that an employee may use with the approval of his/her immediate supervisor. (Please only use the Board Room, Board Conference Room, and V-Tel Room if no other conference room is available.)

To assure consistency throughout the Agency and to assist employees in processing work at home requests, the appropriate member of management is to follow the guidelines below when completing the work at home request.

All work at home requests must include:

- Reason for the request to work at home;
- The proposed duration of the work at home status;
- How the assigned duties can and will be successfully performed at home versus in the office and how work product and approved time and expectations will be measured, including documentation of time worked as required by the State Officials and Employees Ethics Act;
- How working from home will affect the operation of the division/unit; and
- The method by which the employee will receive and return his/her work assignments.

Pay Periods

Pay warrants are issued on a semi-monthly basis on the fifteenth (15th) and the last day of the month. If the pay date falls on a holiday or weekend, employees will receive their pay warrant on the last workday preceding the holiday or weekend.

Employee pay warrants/Electronic Funds Transfer (EFT) statements will only be released for distribution on days that are designated as paydays.

Pay warrants are distributed by a designated person in each accounting unit. Pay warrants/savings bonds not disbursed on payday are returned to Human Resources and placed in the safe for employee pick up.

In order to pick up his/her pay warrant and/or savings bond(s), an employee must present either a state issued identification card or an Illinois driver’s license. The employee’s signature is also required. If an employee is absent on payday and it is determined the employee was not eligible
for such pay (non-pay status) it will be the responsibility of the supervisor to contact the Human Resources Supervisor to make arrangements to remedy the situation.

EFT/direct deposit is revoked for the last pay period for all terminating employees. The final lump sum payout will be in the form of a paper warrant.

A “Verification of Property Return” form must be submitted to Human Resources prior to the final day a terminating employee is in pay status.

**Benefits**

Employees of the Illinois State Board of Education may be entitled to benefits including, but not limited to, the following:

- Worker’s Compensation Benefits
- State Pension Systems
- Life, Health and Dental Insurances
- Deferred Compensation
- Flexible Spending Programs
- Tuition Reimbursement
- Vision Care

These, and other benefits, may be subject to change as granted by state law or administrative regulations.

**Same Sex Domestic Partners**

An employee’s domestic partner of the same sex shall be considered eligible for coverage under the Employer’s health, dental, and vision plans. The Employer will require reasonable proof of the domestic partnership. For purposes of this Employee Handbook, a domestic partner is defined as an unrelated person of the same sex who has resided in the employee’s household and has had a financial and emotional interdependence with the employee, consistent with that of a married couple, for a period of not less than one (1) year, and continues to maintain such arrangement consistent with that of a married couple. The benefit will be administered in accordance with all applicable state and federal laws.

**Holidays**

A holiday calendar will be distributed by e-mail and posted on the Intranet by Human Resources.

As allowable under the FLSA, to be eligible for holiday pay (i.e. no deduction from the employee’s salary for the day observed as a holiday), the employee must work, or be in pay status, the full scheduled working day immediately preceding and immediately following the day observed as a holiday. Holidays which occur while an employee is using accrued leave benefits shall not be charged against such leave. When, at the discretion of the State Superintendent, the Agency closes early the day before a holiday, the only employees eligible to leave early are those in attendance on that day and at that time.

Modification of normal lunch periods with the intent to leave the office earlier than the posted dismissal time is prohibited. Lunch periods, breaks, vacation time, personal time, sick time and/or compensatory time may not be used in conjunction with early dismissal.
Tuition Reimbursement

IFSOE and AFSCME Employees

The Agency will provide funds for reimbursement of tuition and related expenses incurred by bargaining unit employees according to the terms of the applicable collective bargaining unit agreement.

Exempt Support/Exempt Professional/Management Employees

The Agency, at its discretion and based on available funds, may reimburse permanent employees’ tuition, after the completion of the six (6) month probationary period, at regionally accredited institutions of higher education, trade or professional schools for courses of study, including seminars and institutions.

Employees who desire reimbursement for tuition costs shall request approval from their immediate supervisor prior to enrollment on an Agency form approved for this purpose.

Upon receiving written approval of the course of study by the appropriate managerial employee, the employee shall forward the tuition request to Human Resources for approval and obligation of funding. Requests will be honored on a first come, first serve basis.

Reimbursement will be contingent on proof of payment and of completion of the course(s) with a passing grade.

It is the responsibility of the employee to obtain the approval of his/her immediate supervisor for any personal or vacation time that may be needed for course completion.

Coursework/Research Using Agency Data

Permission may be granted for an employee to conduct research using Agency data once it has been determined that the research does not result in a conflict of interest for the Agency. Proposals should be submitted to the employee’s immediate supervisor who will forward a recommendation to his/her Center Head (Assistant Superintendent, Director, CFO, etc.), if applicable, and the Director of Human Resources for approval. Any resulting research or other work product in any form will be the property of the Illinois State Board of Education and must be acknowledged as such. Any resulting research or other work product must be presented to the Illinois State Board of Education prior to being published or in any other way disseminated. The Board retains discretion to grant or deny permission to publish or in any other way disseminate any such research or other work product.

Academic Titles

An employee who has earned a professional academic title may use such title in the normal course of his/her professional duties.
Professional Organization

Exempt employees will not be restricted from membership in professional organizations or holding office in such organizations, provided that such membership does not create a conflict of interest with the employee’s job or interfere with the employee’s performance of his/her job duties and responsibilities, or otherwise interfere with the efficiency or effectiveness of the Employer’s operations and mission. The decision to belong, or not to belong, to any professional organization is a matter of individual choice and will not obligate the Employer to pay membership costs or approve participation in any professional organization activity.

When funds are available, the Employer may pay dues or fees in connection with membership in professional organizations deemed relevant to the employee’s job responsibility.

Blood Bank

Employees are entitled to one (1) hour paid time off every fifty-six (56) days to donate blood. Employees are eligible if they work full-time, have six (6) months of service and receive prior approval from their immediate supervisor. Proof of such donation may be requested by the supervisor.

Office Closing

The State Superintendent/designee has the authority to close the office when it is deemed necessary.

Communication for such closings within each division will be the responsibility of the Division Administrator/Supervisor following notification by the State Superintendent/designee.

There will be no compensatory time authorized for any employee who comes in to work when the office is closed unless such employee has been directed in writing and in advance of the employee coming in to work.

When, at the discretion of the State Superintendent, the Agency closes early the day before a holiday, the only employees eligible to leave early are those in attendance on that day and at that time. Modification of normal lunch periods with the intent to leave the office earlier than the posted dismissal time is prohibited. Lunch periods, breaks, vacation time, personal time, compensatory time and/or sick time cannot be used in conjunction with early dismissal.

Dress and Personal Appearance

It is the policy of the Illinois State Board of Education that each employee’s dress, grooming and personal hygiene should be appropriate to the work situation.

Employees are expected at all times to present a professional, businesslike image reflective of the importance of the Illinois State Board of Education’s role in administering the educational system in Illinois. Acceptable personal appearance is an ongoing requirement of employment.

The following are examples of clothing likely to be in conflict with this policy: attire that is sexually suggestive, attire that exposes the employee’s midriff, swimwear or beachwear, or similar items of attire that do not present a businesslike appearance.

Employees may wear jeans or shorts, provided however, that employees are still expected to present a neat and well-groomed appearance appropriate to the nature of their work that day and
are not permitted to wear any attire that is ripped, has holes, or is inappropriate for the Illinois State Board of Education work environment.

Any employee determined not to meet the standards of this policy will be required to take corrective action, which may include leaving the premises. Violations of this policy may result in disciplinary action.

**Working Conditions, Health and Safety**

The Employer seeks to promote healthy and safe working conditions. In an effort to ensure such conditions, a Health and Safety Committee may be maintained. The Committee meets quarterly, and at other times as necessary, to adequately address health and safety issues and make advisory recommendations for improvement.

*Protective Clothing*

Where the Employer determines necessary, the Employer will provide protective clothing and/or uniforms where working conditions require such.

*Privacy*

The Employer agrees that an employee’s personal belongings will not be inspected unless there exists a significant reason for such inspection such as suspected theft or misappropriation of property or the employee consents to such inspection.

*Air Quality*

The Employer will comply with federal, state and local laws that deal with air quality as those laws are applicable to the Employer.

*Method, Equipment and Facility Resources*

The Employer has the right to determine the methods and means by which its operations are to be conducted and to change or eliminate existing methods, equipment or facilities.

When the Employer determines that unique, specialized or different resources are essential to carry out its operations, such resources will be acquired and assigned within the limitation imposed by Agency budget and policy.

*Employee Protection While on Travel Status*

Exempt employees who are engaged in approved business travel, and on official travel status and are either stranded or prevented from traveling due to the closure of highways, airports, rail facilities, or other means of transportation may be authorized to remain on travel status until a cessation of severe or hazardous weather allows travel to resume. When an employee is stranded or otherwise prohibited from traveling while on Agency business, the employee may remain in work status, and will suffer no loss of pay, accumulated vacation or personal leave.
**E-mail/Internet/Intranet**

**Use of E-mail System**

The Employer’s E-mail system will be used only for business purposes and all E-mail correspondence will be the property of the Employer. However, personal use of an occasional and incidental nature that does not interfere with business activities, is brief in duration and is not offensive or embarrassing to the Employer or other employees is allowable.

As all E-mail correspondence is automatically stored on a computer back-up system, such correspondence will be subject to review by the Employer at any time. No employee will use the E-mail system to communicate obscene, discriminatory, political, partisan, derogatory or other offensive or inappropriate messages.

**Access to Internet**

Access to Internet use via the Employer’s equipment and system will be used only for business purposes. However, personal use of an occasional and incidental nature that does not interfere with business activities, is of brief duration and is not offensive or embarrassing to the Employer or other employees may be allowable.

**Trading Post/Announcement Board**

The Employer’s trading post and/or announcement board will only be used for lawful purposes. Use of the trading post and/or announcement board shall be of an occasional and incidental nature that does not interfere with business activities, is brief in duration and is not offensive or embarrassing to the Employer or other employees. No employee will use the trading post and/or announcement board to communicate obscene, discriminatory, political, partisan, derogatory, or other offensive or inappropriate messages. The trading post and/or announcement board shall not be used to conduct commercial business.

The Employer may engage in routine monitoring of the trading post and/or announcement board and has the sole discretion to remove posts from the trading post/announcement board that do not comply with this policy.

**Monitoring E-mail/Internet Use**

The Employer will not engage in routine monitoring of E-mail messages or employee use of the Internet. System administrators will treat the contents of electronic files as private and confidential provided, however, that the Employer will have the right to access and/or review employee E-mail or Internet activities.

**Discipline**

Any violation of these policies (E-mail/Internet/Intranet) may result in disciplinary action.
**Personal Telephone Calls**

Personal use of Agency telephones of an occasional and incidental nature that does not interfere with business activities and is brief in duration is allowable. Agency telephones may not be used for personal long distance telephone calls. Cell phones should be adjusted to avoid disrupting or interfering with the work of others and may be used for calls of an occasional and incidental nature that do not interfere with business activities and are brief in duration. Please see the Administrative Services Procedures Manual for further guidance.

**Visitors to the Workplace**

Personal visits by non-employees of the Illinois State Board of Education, including children, are not permitted without prior approval of an employee’s immediate supervisor. On the limited occasions that permission is granted, the visit must not interfere with office business. It is the responsibility of the employee to ensure that the visitor is appropriately accompanied and supervised at all times. The employee will be held responsible for the actions of the visitor. The Agency assumes no liability for the non-employee.

**Pets/Animals in the Workplace**

In consideration of issues regarding safety, disruption of operations, disruption of services, disruption to other employees, appropriateness and legal liability, as well as sudden emergency and allergic reactions posed by the presence of pets in the workplace, Agency employees are prohibited from bringing pets/animals to the office during working hours.

It is the responsibility of the supervisor to ensure that the work of the Agency is accomplished in an environment that promotes employee health and safety and minimizes work related disruptions. Supervisors will direct an employee to remove a pet/animal from the workplace. In this event, the employee will be charged with benefit time for any time that he or she is absent from his/her assigned area. In the event an employee does not have sufficient benefit time to cover this absence, the employee may be docked and/or disciplined.

The Agency does not accept any liability for injuries to pets/animals that are in the office in violation of this policy. Violations to this policy may result in discipline.

The Agency will recognize and accept assistance animals for people with disabilities. Employees requiring the use of an assistance animal must have such use approved as set forth in The Americans with Disabilities Act. Assistance animals are defined as those that are specifically trained and used to assist individuals with disabilities.
VII

EMPLOYEE RECORDS

Human Resources will establish and maintain employee personnel files. All files will be considered confidential and each employee may review his/her specific file. To review the file, an employee must present his/her employee ID badge (Illinois driver’s license or another photo ID will also be accepted) and sign and date that they are reviewing the file.

A file may be reviewed under these conditions:

A Division Administrator/Supervisor or anyone in the employee’s chain of command can review the file of a staff member within his/her center/division;

A Center Head/Division Administrator with a position being advertised/posted in his/her center/division may request the personnel file of the applicant in accordance with each bargaining unit contract;

Personnel files may be reviewed as required by state or federal law;

Personnel files may only be reviewed in Human Resources during the work day and in the presence of a Human Resources staff member; or

Each file reviewed will contain the date of the review, the name of the individual reviewing the file and the reason for the review. Material sent to Human Resources (letters of recommendation, thank you letters, etc.) for inclusion in a file which was not authored by and/or directed to the affected employee, will require a notice from Human Resources staff that such item is being placed in his/her personnel file based on space limitations as determined by the Director of Human Resources/designee.

In accordance with the Health Insurance Portability and Accountability Act (HIPAA) regulations and Human Resources policy, medical information is separately maintained and not included in the personnel file of any employee.

Human Resources shall not place in any employee file material of which the respective employee is unaware. Any such material sent to Human Resources for inclusion in a file which was not authored by and/or directed to the affected employee, and which is not marked “cc: personnel file”, shall require notice be sent by Human Resources staff to the employee informing the employee that such material has been placed in his/her personnel file.

Written complaints may be entered in an employee’s personnel file by any individual in a line of authority responsible for the supervision of the employee. Any such complaints shall first be submitted to the Director of Human Resources for review and thereupon may be entered in an employee’s personnel file. A copy of any new information or documentation submitted to the personnel file that has not already been provided to the employee shall be sent or delivered to the employee by Human Resources. No anonymous comments regarding the performance of an employee may be placed in the employee’s personnel file.
VIII

VACATION

Vacation Allowance

Vacation time is earned at the following rate for exempt employees (bargaining unit employees should refer to their respective bargaining union agreement):

Exempt Professional Employees:

Employees who have not completed a total of fourteen (14) years of continuous employment in a State of Illinois governmental agency, a state university, or a public or private education institution within Illinois will accrue vacation at a rate of three (3) weeks (15 working days) per year and earn such days based on the following monthly schedule:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Number of Days Per Year</th>
<th>Daily Accrual Per Month</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 through 14</td>
<td>15</td>
<td>J F M A M J A S O N D</td>
</tr>
</tbody>
</table>

Beginning with the fifteenth (15\textsuperscript{th}) year of continuous employment, employees will accrue vacation at the rate of four (4) weeks (20 working days) per year and earn such days based on the following schedule:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Number of Days Per Year</th>
<th>Daily Accrual Per Month</th>
</tr>
</thead>
<tbody>
<tr>
<td>15 or more</td>
<td>20</td>
<td>J F M A M J A S O N D</td>
</tr>
</tbody>
</table>

Employees who have completed 10 (ten) years of continuous service with the Illinois State Board of Education as calculated from such employee’s last hire date with the Illinois State Board of Education will receive one (1) additional day of vacation, and will continue to earn one additional day for each one (1) additional year with the Agency to a maximum of thirty (30) vacation days. Additional vacation days earned as prescribed will automatically be credited to the employee.

Additional vacation days are earned and automatically credited to the employee in the month each additional year is completed.

An exempt professional employee who retires from Agency service prior to the end of a service year in which additional vacation days would have been earned, will earn vacation days as follows:

- zero (0) to less than three (3) full months served—no additional vacation days
- three (3) full months to less than six (6) full months served—twenty five percent (25\%) of annual allotment of additional vacation days
- six (6) full months to less than nine (9) full months served—fifty percent (50\%) of annual allotment of additional vacation days
- nine (9) full months to less than twelve (12) full months served—seventy five (75\%) of annual allotment of additional vacation days
An exempt professional employee who leaves the Agency will receive payment not to exceed two and one-half \((2\frac{1}{2})\) times his/her annual allowance. At the end of each fiscal year, an employee may have only two and one-half \((2\frac{1}{2})\) times the number of vacation days accrued in a year.

**Exempt Support Employees:**

Exempt support employees will earn vacation based on years of continuous employment in a State of Illinois governmental agency, a state university, or a public or private educational institution within Illinois based on the following schedule:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Number of Days Per Year</th>
<th>Daily Accrual Per Month</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>J</td>
</tr>
<tr>
<td>0 through 5</td>
<td>10</td>
<td>0</td>
</tr>
<tr>
<td>6 through 9</td>
<td>15</td>
<td>1</td>
</tr>
<tr>
<td>10 through 14</td>
<td>17</td>
<td>2</td>
</tr>
<tr>
<td>15 through 19</td>
<td>20</td>
<td>2</td>
</tr>
<tr>
<td>20 through 24</td>
<td>22</td>
<td>2</td>
</tr>
<tr>
<td>25 or more</td>
<td>25</td>
<td>2</td>
</tr>
</tbody>
</table>

Employees who have completed ten \((10)\) years of continuous service with the Illinois State Board of Education will receive one \((1)\) additional day of vacation, and will continue to earn one \((1)\) additional day for each additional year with the Agency to a maximum of thirty \((30)\) days of vacation. Additional vacation days earned as prescribed will automatically be credited to the employee.

An exempt support employee who leaves the Agency will receive payment not to exceed two and one-half \((2\frac{1}{2})\) times his/her annual allowance. While at any time during the calendar year an accrual may exceed two and one-half \((2\frac{1}{2})\) times the number of vacation days for which the employee is eligible, at the end of each fiscal year, an employee may have only two and one-half \((2\frac{1}{2})\) times their annual allowance. Any additional days not used by close of business on June 30 of each year will be forfeited.

Additional vacation days are earned and automatically credited to the employee in the month each additional year is completed.
An exempt support employee who retires from Agency service prior to the end of a service year in which additional vacation days would have been earned, will earn vacation days as follows:

- zero (0) to less than three (3) full months served—no additional vacation days
- three (3) full months to less than six (6) full months served—twenty five percent (25%) of annual allotment of additional vacation days
- six (6) full months to less than nine (9) full months served—fifty percent (50%) of annual allotment of additional vacation days
- nine (9) full months to less than twelve (12) full months served—seventy five (75%) of annual allotment of additional vacation days
Vacation (General Terms)

Human Resources will consider all relevant previous employment for annual vacation earnings credit. Employees must submit a statement from each past employer which specifies the month and the year of his/her beginning date of employment and the month and the year of his/her separation from that employment.

Human Resources will notify new employees at orientation that it is his/her responsibility to provide written verification of service dates from appropriate previous employers. All documents must be provided within six (6) months after the start date of employment. Verifications submitted after this six (6) month limitation will be accepted only for the purpose of adjusting the current vacation earnings rates.

For the purpose of computing the years of continuous service, an employee’s consecutive years of full-time employment with the State of Illinois or with a public or private educational institution within the State of Illinois will be counted, provided that the interruption between the date of such last employment and the date on which the employee is employed by the Illinois State Board of Education is not more than thirty (30) calendar days. The Director of Human Resources may determine that there are extenuating circumstances and approve, in writing, an exception to the thirty (30) day provision stated herein.

Computation of vacation time of employees who have continuous State service will be determined as though all previous State service which qualified for earning of vacation benefits is continuous with present service. At the end of each fiscal year, an employee may have only two and one-half (2½) times the number of vacation days allowed per annual accrual. Any additional days not used by close of business on June 30 of each year will be forfeited.

Temporary employees do not earn vacation benefits.

Employees will not be extended vacation benefits before earned because that would result in a negative balance.

At the end of each fiscal year, sick days beyond ninety (90) accumulated days, at the employee’s discretion, may be converted to vacation days. The conversion rate will be one (1) vacation day to two (2) sick days, up to a maximum of five (5) vacation days per year. This change is final.

It is the responsibility of the supervisor and each employee to assure that vacation days are earned and used according to Agency policy. Any deviations from policy regarding vacation accrual will be corrected in all cases when it is determined that corrective measures are required to reflect the necessary accrual.

Official records regarding each employee’s accumulated vacation will be deemed correct if at least two (2) years have expired since the end of the fiscal year during which such vacation was earned. Accumulated vacation will not be adjusted upward or downward after the expiration of such two (2) year period.
**Vacation Computation**

The balance of each employee’s vacation time is maintained by the division timekeeper. Each employee should initial his/her timesheet verifying the monthly vacation balance.

All full-time employees earn vacation days in the months in which they are in pay status for fifteen (15) workdays.

Prorated vacation days are earned according to the schedule below

<table>
<thead>
<tr>
<th>Percentage of full-time employment</th>
<th>Work hours for vacation accrual</th>
</tr>
</thead>
<tbody>
<tr>
<td>20</td>
<td>22.5</td>
</tr>
<tr>
<td>30</td>
<td>33.75</td>
</tr>
<tr>
<td>40</td>
<td>45</td>
</tr>
<tr>
<td>50</td>
<td>56.25</td>
</tr>
<tr>
<td>60</td>
<td>67.5</td>
</tr>
<tr>
<td>70</td>
<td>78.75</td>
</tr>
<tr>
<td>80</td>
<td>90</td>
</tr>
<tr>
<td>90</td>
<td>101.25</td>
</tr>
</tbody>
</table>

**Transferring of Vacation Credits to Illinois State Board of Education**

The Agency will accept the transfer of accrued vacation days of new employees from other Illinois State Agencies or state universities when:

- Such transfer is in compliance with Illinois law;
- The interruption in service is not more than thirty (30) calendar days;
- The former rate of accrual was not in excess of the Illinois State Board of Education’s maximum rate of accrual; and
- The new employee secures a letter from his/her former employer (state agency or state university) which certifies the number of vacation days to be transferred from that agency or university.

**Initial Vacation Period**

New employees are entitled to accrue vacation according to the procedure set forth. Use of such accumulated days is subject to all approval procedures. Except under extenuating circumstances and with appropriate approval, a new employee may not be granted use of vacation time while still serving probation.
**Payment for Accrued Vacation**

At resignation or other separation from the Agency, an employee is entitled to be paid for vacation days earned but not taken at the time of separation. The maximum number of days allowed for payment cannot exceed two and one-half (2½) times the annual vacation accrual or as defined in this Employee Handbook, and/or by the bargaining unit agreement(s) as applicable.

An employee leaving the Agency may in some instances utilize a maximum of ten (10) vacation and four (4) personal days as his/her last dates of service and need not be in attendance on the last day of employment.

Upon the death of an employee, the employee’s estate or beneficiary will be entitled to receive such sum for any accrued vacation days to which the employee was entitled at the time of death, as set forth by applicable state law. The maximum number of days allowed for payment cannot exceed two and one-half (2½) times the annual vacation accrual or as defined by this Employee Handbook, and/or the bargaining unit agreement(s) as applicable.

Payment for accrued, unused vacation days will be made to employees who are transferring to another Illinois State Agency under certain conditions. This sum is determined by using the average annual daily rate. However, if the terminating employee has vacation benefits in excess of the number of days the other Illinois State Agency may legally accept, the Illinois State Board of Education will reimburse the departing employee for such surplus days so long as that surplus does not exceed accrual limitations cited by these policies or by Illinois law.

**Vacation Requests**

It is the responsibility of the employee’s supervisor to review and approve or disapprove employee vacation requests.

Employees are strongly encouraged to submit vacation requests at least twenty-four (24) hours in advance of the requested/needed date to allow for proper scheduling of adequate staff at all times.

Vacation days may be taken in fifteen (15) minute increments.

Management should review and approve/disapprove vacation requests within a reasonable time period. Approval of requests for time off more than three (3) months in advance may be held until closer to the scheduled time to allow for adequate staff coverage.

Any approved vacation time may be changed or adjusted by written request of the employee and approval of his/her supervisor.

In an instance where two (2) or more vacation requests are submitted for the same time, the time allowed will be according to Agency service and/or the need for the employee to be present due to work priorities and will be determined by the bargaining unit agreements or the supervisor.
**Personal Days**

Employees are entitled to four (4) personal days without loss of pay during each fiscal year.

Personal days will be requested in advance, in writing, except in instances precluding prior arrangements such as hazardous conditions due to severe weather. Such usage will not require prior written approval, but employees shall notify his/her immediate supervisor within one (1) hour of the employee’s scheduled starting time unless precluded from doing so by extenuating circumstances.

Personal days may be taken in fifteen (15) minute increments.

Employees will not be extended personal day benefits before earned because that would result in a negative balance.

An employee’s unused personal days will be transferred to sick days at the end of the fiscal year. Partial days (less than ½ day) cannot be rolled into sick days and must be used prior to the end of the fiscal year or will be forfeited.

If the services of an employee are terminated by reason of his/her retirement, disability or death, his/her estate, as provided by law, will be paid a lump sum for the number of personal days which the employee had accumulated, but not used as of the date his/her termination in an amount equal to one-half (½) pay per working day, times the number of leave days so accumulated and not used.

Employees who enter service during a given year will be eligible for personal days on a pro-rata basis as follows:

- **July 1 – August 31**: 4 days
- **September 1 – October 31**: 3 days
- **November 1 – December 31**: 2.5 days
- **January 1 – End of February**: 2 days
- **March 1 – April 30**: 1.5 days
- **May 1 – June 30**: 1 day

**Sick Allowance**

Permanent full-time employees will earn one (1) sick day after five (5) days in pay status each month.

There is no limit on the number of sick days an employee may accrue.

New employees may transfer accumulated sick leave earned with another Illinois state agency or a state university if the interruption in employment does not exceed thirty (30) calendar days and if the sick leave allowance rate is comparable. This will be done within thirty (30) days. A letter from the previous employer must be transmitted to Human Resources to substantiate sick time accumulated at another state agency/university.

A doctor’s verification will be required of an employee taking a sixth (6th) consecutive working day as a sick day (except where such absences are addressed by a current Family Medical Leave Act (FMLA) certification) or in a case where the employer has reason to suspect abuse of sick time. Doctor verification must be submitted to the supervisor for review. After this review, it is to be forwarded to the timekeeper and maintained with other time related documents sent to Human
Resources for the fiscal year audit. This does not preclude the immediate supervisor from making a written request for more frequent verification (after consultation with Human Resources) when it would appear that the employee’s use of sick leave is excessive.

Sick leave may be used for medical appointments, personal illness or injury, temporary disability or the illness of an immediate family or household member. Sick leave may be used in fifteen (15) minute increments.

Accumulated sick leave may also be used for an extension of bereavement leave in the event of a death in the immediate family or for attending funerals of other family members as defined in the Bereavement Leave section on page 48, including a legal guardian or a person for whom the employee is legal guardian.

Unless the supervisor has a prior understanding of the duration of the employee’s expected absence, and prior notification is in place with the supervisor, an employee who requests sick leave must notify his/her supervisor or someone designated to record attendance on the morning of each day’s absence.

Sick leave may be extended up to ten (10) days with the approval of the supervisor for those employees whose accumulated sick leave is exhausted and whose work record warrants it. Under no circumstances will a supervisor approve extension of sick days in excess of ten (10) days. It is the responsibility of the supervisor to notify the Director of Human Resources of any negative sick time on the day the negative balance occurs. All such extensions are to be charged against an employee’s later sick leave accumulation. Prior to any additional extension, days must have been accrued to cover prior negative balance.

The employee’s supervisor may approve the use of accrued vacation or personal days if accrued sick time has been exhausted for the sick day(s), if the employee’s work record, including attendance, warrants it. As permitted by the FLSA, when no vacation days exist or when the supervisor disapproves the use of accrued vacation or personal days for the sick day(s), the supervisor may be required to dock the employee for those days of absence. It is the responsibility of the supervisor to notify Human Resources as to when a dock is posted to the employee’s time sheet. Docking may have a negative effect on the employee’s insurance coverage and may result in discipline.

If an employee at the time of resignation, discharge or dismissal, has an outstanding number of sick days which have been extended beyond those days actually accrued, such time will be subtracted from accrued vacation and/or from the last pay warrant due the employee. If there is no pay warrant due the employee or if the pay warrant or accumulated vacation time is not sufficient to cover time owed the Agency, the employee will be contacted by Human Resources and informed of the amount due the Agency to pay for time which had been extended. If the individual does not initiate contact and offer payment within five (5) working days of receipt of the notice of the amount due (notice to be sent by Certified Mail), said amount will be recovered as prescribed by the Comptroller’s Act.

Upon separation of employment by means of resignation, retirement, indeterminate layoff or discharge, and if the employee is not employed in another state position, an employee is entitled to be paid for sick leave in accordance with Illinois law in effect on the date the employment relationship is terminated.
A full-time employee using three (3) or less sick days in a fiscal year will be given one (1) additional personal day for use in the following fiscal year. Eligible employees are those who:

1. Have been employed with the Employer for the entire fiscal year;
2. Work a full-time (thirty seven and one half (37½) hour) per week schedule; and
3. Have not taken a leave of absence during the fiscal year.
IX

GENERAL LEAVE OF ABSENCE

General Leave Policy

An employee may take a leave of absence only upon receiving proper approval from his/her immediate supervisor and the Director of Human Resources. Leave requests will be documented as appropriate to the type of leave. Unless otherwise provided in this policy, the total time of all consecutive and/or combined leaves and leave extensions granted to an employee cannot exceed a time period of one (1) year.

If a leave of absence, and extension(s) thereof, is granted for six (6) months or less, the employee will be returned to the same position with the same salary upon completion of the leave period. If a leave of absence and extensions thereof, exceeds six (6) months, the employee may be returned to a similar position. If a similar position is not available at the time the leave terminates, the employee may be given an opportunity to return to any vacant position for which the Employer determines the employee qualified, or will be put on a list and recalled to the next vacant position for which he or she is qualified.

The time spent on leave of absence by an employee does not constitute a break in continuous service; however, the employee will neither accumulate nor earn any other employment benefits during the leave period.

Prior to commencing a leave of absence, all paperwork including physician verifications (when applicable) and supervisor approval should be submitted and approved thirty (30) days in advance of the leave by Human Resources. Sudden illness may preclude prior approval; however, in most circumstances, leave of absence requests should be completed prior to departure.

The employee is required to give written notice prior to returning from a leave of absence or when requesting an extension.

Failure to return from a leave of absence within five (5) working days after the expiration date may be cause for discharge.

Certain leaves place the responsibility of insurance premiums on the employee for the duration of leave. Employees who have requested and receive approval for leave should contact Human Resources to determine if direct payment of such premiums will be required of them.

It is the responsibility of the employee to verify benefit coverage prior to a leave.

Medical Evaluation

The Employer may require an employee to submit to a medical evaluation by a physician or physicians designated by the Employer, at the Employer's expense, whenever the Employer believes that an employee, due to illness or injury, is unable to perform his/her normal work duties.

Medical Leave

An employee may request an unpaid leave of absence of up to six (6) months due to illness or injury. This request must be accompanied by a written statement from the attending physician, which includes a projection of the expected leave duration. Such request can only be made after
the individual has exhausted all accrued sick leave and should be submitted first to the Division Administrator/Center Head and then to the Director of Human Resources.

The employee is required to submit a release from the attending physician stating the duration of the leave or prior to commencing work after a sick leave. Before the employee’s return to work, the Agency retains the option and may request an examination by a licensed physician of its choosing to verify fitness for return to duty.

An unpaid leave of absence does not constitute a break in continuous service; but the employee will not accumulate any other employment benefits during the leave period.

**Personal Leave of Absence**

An employee may be granted a personal leave. All requests for personal leave must be made in writing and approved by the Division Administrator/Center Head and the Director of Human Resources. The request must clearly state the duration and reasons for the leave.

An unpaid leave of absence does not constitute a break in continuous service; but the employee will not accumulate any other employment benefits during the leave period.

**Maternity/Paternity Leave**

All full-time employees who provide to the Employer proof of their pregnancy or that of their female partner in the first twenty (20) weeks will be eligible for four (4) weeks paid Maternity/Paternity leave after a live birth. Maternity and/or Paternity leave shall be limited to one (1) leave per couple for each live birth. All full-time employees are eligible for four (4) weeks of paid adoption leave with a new adoption. Adoption leave is limited to one (1) leave per couple per year.

Maternity, Paternity and Adoption leaves are for the purpose of bonding with the new member of the household. Maternity and Paternity leave must begin within one (1) year of the date of a live birth or is forfeited. Adoption leave must begin within one (1) year of placement or movement of the adoptee into the household or is forfeited. Maternity, Paternity and Adoption leave may be interrupted at the request of the Employer and with agreement of the employee based on Agency need and may not exceed one interruption per Maternity, Paternity and Adoption leave. The Director of Human Resources shall have final approval of any interrupted Maternity, Paternity and Adoption schedules.

**Family and Medical Leave**

If an employee has been employed by the State for at least twelve (12) months and has worked at least 1,250 hours during the twelve (12) month period preceding the start of the leave, he/she is eligible for up to a total of twelve (12) work weeks of unpaid leave during any fiscal year, for one (1) or more of the following reasons:

- a. Because of the birth of an employee’s child and in order to care for such child including pre-natal visits (within twelve (12) months after the birth of the child);
- b. Because of the placement of a child with an employee for adoption or foster care (within twelve (12) months of the placement of the child);
- c. In order for an employee to care for his/her spouse, child, or parents if they have a "serious health condition"; or
- d. Because of a "serious health condition" that makes an employee unable to perform the functions of his/her job.
The above applies also to an individual who is standing “in loco parentis” of a child.

Federal law provides for FMLA leaves of absence to be unpaid. However, employees may qualify for additional benefits under other State leave policies. If an employee’s spouse also works for the State and both become eligible for a leave under paragraphs a. or b. above, or for the care of a sick parent under paragraph c. above, the employee and his/her spouse will be limited to a combined total of twelve (12) work-weeks of leave in any fiscal year.

Coordination with Other Policies – An employee is required to utilize all available sick time before going into unpaid status. An employee may elect to utilize any accrued vacation days or personal days to continue in paid status while concurrently running his/her Family and Medical Leave. If an employee otherwise qualifies for disability pay or other leave benefits, he/she will collect those at the same time he/she is on Family and Medical Leave. Similarly, if an employee otherwise qualifies for any other type of leave of absence, that leave must be taken concurrently with his/her Family and Medical Leave. All time missed from work that qualifies for both Family and Medical Leave, will be counted toward the employee’s twelve (12) weeks of FMLA leave.

Medical Certification - Any request for a leave under paragraphs c. or d. above must be supported by a fully completed certification issued by the applicable health care provider. Employees may obtain a certification form from Human Resources.

At its discretion, the Agency may require (at its expense) a second medical opinion to determine eligibility for a leave. If the first and second opinions differ, a third opinion can be obtained at the Agency’s expense from a health care provider jointly approved by both the employee and the Agency.

Serious Health Condition - For purposes of this policy, "serious health condition" is defined as an illness, injury, impairment, or physical or mental condition that involves one of the following:

a. Hospital Care: Inpatient care in a hospital, hospice or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care relating to the same condition;

b. Absence Plus Treatment: A period of incapacity of more than three (3) consecutive calendar days (including any subsequent treatment or period of incapacity relating to the same condition), that also involves either:
   1) treatment two (2) or more times by a healthcare provider, by a nurse or physician's assistant under direct supervision of a healthcare provider, or by a provider of health care services under orders of, or on referral by, a health care provider; or
   2) treatment by a health care provider on at least one (1) occasion which results in a regimen of continuing treatment under the supervision of the healthcare provider;

c. Pregnancy: Any period of incapacity due to pregnancy, or for prenatal care;

d. Chronic Conditions Requiring Treatment: A chronic condition which requires periodic visits over an extended period of time for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider; and may cause episodic rather than a continuing period of incapacity.
e. Permanent/Long-term Conditions Requiring Supervision: A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider.

f. Multiple Treatments (non-chronic conditions): Any period of absence to receive multiple treatment(s) (including any period of recovery there from) by a health care provider, or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for condition that would likely result in a period of incapacity of more than three (3) consecutive calendar days in the absence of medical intervention or treatment.

Intermittent Leave - If certified as medically necessary for the serious health condition of either an employee or their spouse, child, or parent, leave may be taken on an intermittent or reduced schedule.

Notification and Reporting Requirements - All requests for leaves of absence must be submitted to an employee’s supervisor in writing at least thirty (30) days in advance of the start of the leave (except when the leave is due to an emergency or is otherwise not foreseeable). A delay in submitting this request could result in a delay of the start of the leave. An employee’s supervisor will forward the request to Human Resources for approval. If a leave is for medical reasons, an employee may forward the request directly to Human Resources. If an employee’s leave request is approved, he/she will receive written notice to this effect. If an employee’s leave request is denied, he/she will be notified promptly after that decision is made and he/she can reapply in the event the circumstances for the denial have changed. An employee must (when possible) also make an effort to schedule a leave so as not to disrupt business operations. During the leave, an employee may be required to report periodically on his/her status and his/her intention to return to work. Any extension of time for a leave of absence must be requested in writing prior to an employee’s scheduled date of return to work, unless the need for the extension is unforeseeable, and an employee may be required to provide written documentation to support the extension. An employee’s failure to either return to work on the scheduled date of return or to apply in writing for an extension prior to that date may result in discipline up to and including discharge. Employees on leaves for their own serious health condition must provide fitness-for-duty releases from their health care provider before they will be permitted to return to work. An employee’s maximum time on FMLA leave of absence cannot exceed a total of twelve (12) weeks in a fiscal year.

An FMLA leave of absence will not affect the continuity of an individual’s employment. An employee’s original date/day of employment remains the same for seniority purposes. However, an employee will not accrue any benefits during the period they are on FMLA leave, except if provided by another leave policy.

Employee Benefits during FMLA – An employee will be permitted to maintain health insurance coverage for the duration of the FMLA leave under the same conditions coverage would have been provided if the employee had remained actively at work. However, an employee must make arrangements for the continuation and payment of his/her portion of insurance premiums before he/she goes on unpaid leave status. If an employee does not return to work after the leave, or if an employee fails to pay his/her portion of the premiums, an employee will be required in most cases to reimburse the State for the premiums paid to insure him/her during the leave.

Return from Family and Medical Leave - Upon return from leave which has extended no longer than a total of twelve (12) work weeks in a fiscal year, an employee will be restored to the same or to an equivalent position as the one he/she held when the leave started. An employee will have no greater right to reinstatement or to other benefits and conditions of employment than if he/she had
been continuously at work during the FMLA leave period. If the leave was due to an employee's own serious health condition, he or she will be required to submit a fitness for duty certification from his or her health care provider stating that the employee is able to perform the essential functions of the job. If an employee fails to return to work at the expiration of an approved Family and Medical Leave, it may result in discipline up to and including discharge.

An employee shall not be granted FMLA leave of absence for the purpose of seeking or taking employment elsewhere or operating a private business. Unauthorized work while on a leave of absence will result in disciplinary action, up to and including discharge.

Military Family Leave - Employees eligible under FMLA are entitled to up to twelve (12) weeks of leave because of any qualifying exigency arising out of the fact that the spouse, son, daughter, or parent of the employee is on active duty, or has been notified of an impending call to active duty status, in support of a contingency operation.

An FMLA eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered service member who is recovering from a serious illness or injury sustained in the line of duty on active duty is entitled to up to twenty-six (26) weeks of leave in a single twelve (12) month period to care for the service member. This military caregiver leave is available during a single twelve (12) month period during which an eligible employee is entitled to a combined total of twenty-six (26) weeks of all types of FMLA leave.

**Military or Peace Corps Leave**

A leave of absence without pay will be granted to all permanent employees who leave their positions and enter military service, the Peace Corps, VISTA or other similar public service programs providing such service is not for more than five (5) years. The leave policy will apply equally to all of these programs.

An employee will be restored to the same or similar position if he or she requests a return to the Illinois State Board of Education within ninety (90) days after discharge; the employee must, however, be qualified to perform the duties of the position.

During the leave, the employee will retain and accrue continuous service; however, the employee will neither accumulate nor earn any other employment benefits during the leave period.

Re-employment of the returning veteran will be governed by current federal law at the time the veteran returns from active military duty.

All permanent employees are allowed time off with pay to take a required military physical examination.

Any permanent employee who is a member of any of the reserve components of the Armed Services or of the Illinois National Guard, is allowed time off with pay for any period actively spent in military service, including: basic training, special or advanced training, and annual training. When ordered to report for such service, employees must present a copy of their orders to their immediate supervisor and to Human Resources. During leaves for annual training, the employee shall continue to receive his/her regular compensation as a public employee. During leaves for basic training and up to sixty (60) days of special or advanced training, if the employee's compensation for military activities is less than his/her compensation as a public employee, he/she shall receive his/her regular compensation as a public employee minus the amount of his/her base pay for military activities.
During periods of active service to meet emergencies as proclaimed by the Governor, the employee will be granted a leave of absence with pay and without loss of other accrued benefits. Upon receiving the sum paid for such service, the employee will submit the warrant, or its equivalent, to the Employer. In the event the military pay is greater than the employee’s pay for the period, the employee will retain the military pay and return to the Employer the amount the Employer paid the employee for that period. An employee will provide the Employer with certification by the commanding officer of the employee’s unit that all leave time was used for the purpose for which it was granted.

THE UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT

The Uniformed Services Employment and Reemployment Rights Act (USERRA), protects the job rights of individuals who voluntarily or involuntarily leave employment positions to undertake military service or certain types of service in the National Disaster Medical System. The USERRA also prohibits Employers from discriminating against past and present members of the uniformed services, and applicants to the uniformed services.

RE-EMPLOYMENT RIGHTS

An employee has the right to be re-employed in his/her civilian job if he or she leaves that job to perform service in the uniformed service and:

• the employee ensures that the Employer receives advance written or verbal notice of his/her service;
• the employee has five (5) years or less of cumulative service in the uniformed services while with that particular Employer;
• the employee returns to work or applies for reemployment in a timely manner after conclusion of service; and
• the employee has not been separated from service with a disqualifying discharge or under other than honorable conditions.

If an employee is eligible to be re-employed, he/she must be restored to the job and benefits the employee would have attained if the employee had not been absent due to military service or, in some cases, a comparable job.

RIGHT TO BE FREE FROM DISCRIMINATION AND RETALIATION

If an employee:

• is a past or present member of the uniformed service;
• has applied for membership in the uniformed service; or
• is obligated to serve in the uniformed service;

an Employer may not deny the employee:

• initial employment;
• re-employment;
• retention in employment;
• promotion; or
• any benefit of employment

because of this status. In addition, an Employer may not retaliate against anyone assisting in the enforcement of USERRA rights, including testifying or making a statement in connection with a proceeding under USERRA, even if that person has no service connection.

HEALTH INSURANCE PROTECTION

If an employee leaves his/her job to perform military service, the employee has the right to elect to continue his/her existing Employer-based health plan coverage for the employee and his/her dependents for up to twenty-four (24) months while in the military.

Even if an employee does not elect to continue coverage during his/her military service, the employee has the right to be reinstated in the Employer’s health plan when the employee is reemployed, generally without any waiting periods or exclusions (e.g., pre-existing condition exclusions) except for service-connected illnesses or injuries.

ENFORCEMENT

The U.S. Department of Labor, Veterans’ Employment and Training Service (VETS) is authorized to investigate and resolve complaints of USERRA violations.

For assistance in filing a complaint, or for any other information on USERRA, contact VETS at 1-866-4-USA-DOL or visit its web site at http://www.dol.gov/vets. An interactive online USERRA Advisor can be viewed at http://www.dol.gov/elaws/userra.htm.

If an employee files a complaint with VETS and VETS is unable to resolve it, an employee may request that the case be referred to the Department of Justice for representation.

An employee may also bypass the VETS process and bring a civil action against an employer for violations of USERRA.

Professional Training Institutes, Seminars and Workshop/Professional Leave

The Employer may grant a leave of absence, with pay, not to exceed a two (2) week period (or its equivalent) in one (1) calendar year to employees who wish to attend conferences, training institutes, seminars, workshops, or training courses which are directly related to the job or the acquisition of specific skills and understanding necessary for improved job performance. Any request for such leave should be submitted on a Conference/Workshop Leave Form, approved by the employee’s supervisor, with final approval by the State Superintendent and the Director of Human Resources prior to the leave being taken.

A request by an employee for authorization to extend professional leave time beyond the stated two (2) week maximum set forth in this provision shall be submitted to the Employer at the time of initial application for such leave. Any time extensions granted by the Employer will be charged against the employee’s accrued vacation time. It is the responsibility of the employee to assure that adequate vacation time is available if needed to cover any extensions.
**Educational Leave**

The Employer may grant an exempt employee a leave of absence, without pay, up to a maximum of twelve (12) months for the purpose of engaging in full-time studies at an accredited school which would benefit the Agency by improving the employee’s qualifications to perform the duties of his/her position or by qualifying the employee for advancement to another position in the Agency. During an educational leave, an employee shall retain and accrue continuous service provided return to the employment occurs. However, the employee will neither accumulate nor earn any other employment benefits during the leave period.

**Bereavement Leave**

An exempt employee shall be allowed three (3) consecutive work days off, with pay, to attend the funeral of the employee’s parents, spouse, children, brothers or sisters, grandparents, grandchildren and corresponding step and in-law relations. Exempt employees shall also be allowed one (1) work day off with pay for each death of an extended family member. Extended family shall include niece, nephew, aunt, uncle and cousin. Corresponding in-laws and step-relations are not included.

Further, exempt employees shall be granted (upon request) one (1) day to attend the wake, memorial service or burial of any active Illinois State Board of Education employee with whom the employee worked in either the same division, committee assignment or every day due to course of business so long as it is determined that such request will not interfere with the operational needs of the Agency.

Accumulated sick leave may be used for extension of bereavement leave or for attending funerals and/or traveling to services of other family members, including a legal guardian or a person for whom the employee is the legal guardian. Bargaining unit employees are afforded bereavement leave as set forth in the applicable contract.

The Employer may require verification of any death giving rise to the use of bereavement leave.

**Community Action Leave**

The Employer will grant a leave, with pay, to professional employees activated to serve in a voluntary capacity in volunteer fire fighting, police or civil defense rescue organizations when such volunteer organizations are involved in immediate or preventative activities. Such leave shall not exceed two (2) days in a twelve (12) month period.

Voluntary participation in the specified volunteer organizations shall require prior approval when there is time to plan for a community need. Any employee who is absent from work for such reasons shall be required to obtain a written statement from the authority in charge of the volunteer unit certifying as to the employee’s activities during the period of absence.

**Campaign Leave**

Employees of the Illinois State Board of Education have the constitutional right to participate in political activity and to run for public office provided such activities do not interfere with Agency obligations.

Since the dual service of an Illinois State Board of Education employee elected to public office could result in time and ethical conflicts of interest and may run afoul of state or federal statutes, an employee who plans to run for elected office is encouraged to consult with his/her immediate
supervisor, Human Resources, and the Legal Division prior to the announcement of candidacy. No individual will be permitted to campaign for public office or solicit support for any candidate, including himself or herself, during Agency work hours or on Agency property. The use of materials, equipment, space, or staff time of this Agency is prohibited in the conduct of any political campaign and such use will be considered grounds for dismissal.

No employee who is a candidate for public office may profess or imply that he or she represents the Agency’s views or has the Agency’s endorsement with respect to such candidacy. A candidate’s employment with the Agency does not represent endorsement by the Illinois State Board of Education or the State Superintendent.

**Leave for Elected Office**

An employee who is elected to a full-time position may be granted a leave, without pay, pursuant to the General Leave provision for the duration of the elected term or for bargaining unit members, in accordance with the applicable bargaining unit agreement.

**Attendance in Court/Civil Leave**

Time away from work with pay will be allowed to full-time employees responding to a jury summons, serving on a jury or complying with subpoenas issued by legislative, judicial, or administrative body in a matter in which the employee is not a party or is a party of interest. In accordance with this provision, an employee shall not receive time away from work to pursue his/her own personal litigation, unless such time is taken as an earned vacation or personal day. Upon receiving the sum paid for jury service or witness fee, the employee will submit the warrant, or its equivalent, to Human Resources to be returned to the fund in the State Treasury from which the original payroll warrant was drawn. However, an employee may retain the amount received for such service if he/she fulfills such call or subpoena on an earned vacation or personal day.

When called for the aforementioned reasons, employees must notify their immediate supervisor or designated member of management as far in advance as possible of the day they expect to be absent. A copy of the subpoena or notice of jury duty must be presented to Human Resources for placement in the employee’s personnel file at the time of notification in order for the leave to be granted. Human Resources will confer with the Legal Division, when necessary, prior to granting the leave.

Temporary employees are allowed time without pay for attendance in court and are therefore allowed to retain the reimbursement received.
RESIGNATION

Voluntary Terminations

When voluntarily terminating a position, an employee is required to submit a written letter of resignation to his/her immediate supervisor. The immediate supervisor will provide a copy to Human Resources. Whenever possible, employees should provide thirty (30) days notice in the event of departure from employment.

Every employee who resigns will be offered an opportunity to complete an exit questionnaire, as well as an opportunity to meet with a Human Resources representative to discuss various aspects of his/her employment. In addition, any employee may request a confidential exit interview with the State Superintendent/designee.

The final salary payment will be in the form of a paper warrant, even if the employee had previously elected to be paid through electronic fund transfer (EFT) direct deposit and receive an EFT statement.

The final salary warrant issued will be released only after Human Resources has:

- received, audited, and approved the final time sheet signed by the employee;
- circulated a checklist and received proper verification that Agency credit cards, calling cards, equipment, IDs, keys, etc., have been returned by the employee to the appropriate Agency personnel/division.

It is the responsibility of the employee to assure that Human Resources has the necessary exit documents to perform these functions.
AFFIRMATIVE ACTION, HARASSMENT, REASONABLE ACCOMMODATION

Affirmative Action/Equal Opportunity

The Illinois State Board of Education maintains a policy of fair and equal treatment for all employees, without discriminatory regard for race, sex, color, religion, national origin, ancestry, age, disability, marital status, order of protection status, sexual orientation, unfavorable discharge from military service, military status, arrest record, genetic information and citizenship status (with regard to employment status). The Illinois State Board of Education acknowledges that affirmative steps must be taken to create a work environment which provides an opportunity for the fullest development of individual potential. To meet its responsibility as an employer, the Agency, through the State Superintendent, continues to develop procedures and practices that assure that the Illinois State Board of Education is in compliance with applicable federal and state statutes.

ISBE strictly prohibits discrimination based on genetic information. The Genetic Information Nondiscrimination Act (GINA) prohibits ISBE from requesting or requiring genetic information of employees or their family members. As such, this information should not be requested nor provided. Genetic information, as defined by GINA, includes an individual’s family medical history, the results of an individual’s or family member’s genetic tests, the fact that an individual or an individual’s family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual’s family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

The State Superintendent, in conjunction with the Director of Human Resources/designee, will be responsible for the overall development and administration of the Affirmative Action/Equal Opportunity program. The Director of Human Resources/designee will work with other administrators to achieve and maintain compliance with applicable regulations and policies including, but not limited to, nondiscrimination, non-retaliation, harassment prevention and resolution, and reasonable accommodation to the known disabilities of qualified employees and applicants.

The Director of Human Resources/designee will be the person responsible for identifying underutilizations of various affected class members to management.

All members of management have a responsibility to be knowledgeable of the Illinois State Board of Education’s Affirmative Action/Equal Opportunity policies and procedures and to make sure that they are followed. They must give full consideration at all times to meet these goals.

Harassment Policy/Procedure

The Illinois State Board of Education will not tolerate harassment or discrimination in any form. Harassment is often a form of discrimination. The Agency’s policy against harassment that follows includes the procedure to be used when filing a complaint where an employee feels that he/she has been the victim of harassment or discrimination.

Employees are advised that they also may have the right to file charges of discrimination with the Illinois Department of Human Rights (IDHR) and the Federal Equal Employment Opportunity Commission (EEOC) or other appropriate entity even if an investigation is ongoing with the Agency.
Harassment Policy Statement

The wording of this policy has been developed in light of the requirement in the Human Rights Act that the policy language should be understandable at the sixth grade reading level.

Section 2-105(B) (5) of the Human Rights Act talks specifically about sexual harassment. Sexual harassment is discussed in detail in the section titled Sexual Harassment. This policy has been written broadly to include all types of harassment. The Illinois State Board of Education will not condone harassment of any kind.

The term “alleged” has not been used in all instances where it should be used. To do so would make the policy more difficult to read. The Illinois State Board of Education acknowledges that before harassment has been proven, it should be called “alleged” harassment. Also, according to the context, “victim” and “harasser” should often be understood as “alleged victim” and “alleged harasser.”

The Employer believes that each of its employees has the right to a work place free from harassment. No one is expected to tolerate harassment from:

- any Illinois State Board of Education member or employee;
- any visitor to one of the Illinois State Board of Education offices;
- any person from an office that regulates the Illinois State Board of Education; or
- any person connected with an agency or school that the Illinois State Board of Education regulates.

Harassment in the work place is unwelcome behavior that creates an intimidating, hostile or offensive environment. Harassment is bad for morale. Harassment can make a worker feel pressured or coerced improperly. Harassment can make a person less able to perform his/her work. Harassment can keep a worker from enjoying job rights or benefits that other workers enjoy.

At the Illinois State Board of Education, an environment that is free from harassment for employees, visitors and other individuals or groups who do business with the Agency is desired. Employees are urged to report harassment. The Illinois State Board of Education will look into complaints without delay. The Employer will keep reports confidential as much as possible. The Employer will take action necessary to correct the situation.

Harassment may be a form of discrimination. State and federal laws forbid discrimination because of race, color, religion, sex (including pregnancy, childbirth or related medical conditions), sexual orientation, national origin, ancestry, age, marital status, physical disability, mental disability, unfavorable discharge from military service, military status, citizenship status or arrest record. The Employer will not allow any unlawful discrimination.

If an employee harasses someone else, they may be disciplined up to and including termination. This discipline policy is for all employees. It covers harassment by persons of the same or different sex, race, color, national origin, ancestry, citizenship status, marital status, age group, disability group or religious group.
If a non-employee harasses employees or non-employees, the Illinois State Board of Education will take corrective steps to address the circumstances. A “non-employee” may be a person who is:

- connected with an organization that regulates, or is regulated by, the Illinois State Board of Education; or
- any other visitor or caller.

**Definition of Harassment**

Harassment in the work place is unwelcome behavior that creates an intimidating, hostile or offensive environment. Posters, pictures, drawings or cartoons may be forms of visual harassment. Displaying sexual words, drawings, pictures or cartoons can make an environment intimidating, hostile or offensive. Displaying words, drawings, pictures or cartoons that are degrading based on race, color, religion, sex, sexual orientation, national origin, ancestry, age, marital status, military status, physical disability, mental disability, citizenship status, arrest record or those unfavorably discharged from military service can also make an environment intimidating, hostile, or offensive.

Harassment may be an unwelcome advance, comment or request for favors. Harassment includes instances when any of the following happens, whether the harasser is an employee or non-employee:

- Submitting to the conduct is made a condition of employment or benefit;
- Accepting or rejecting the conduct is used to make job decisions that affect the person harassed (hiring, promotion, work assignments, and pay increases are examples of such job decisions);
- The conduct has the purpose or effect of interfering with the victim’s job performance in an unreasonable manner; or
- The conduct creates an intimidating, hostile or offensive work environment.

When the victim is a non-employee, harassment includes any of the following:

- A non-employee is adversely affected because of his or her submission to, or rejection of, conduct by an Illinois State Board of Education employee;
- The conduct has the purpose or effect of unreasonably interfering with a victim’s right or privilege to visit the Illinois State Board of Education offices; or
- The conduct creates an intimidating, hostile or offensive environment for any non-employee.

The above types of harassment do not include all possible forms of harassment of or by employees and non-employees. Any behavior which falls within the definition of harassment set out above is covered by this policy, even though the behavior may not be listed among specific examples.
**Management Responsibility**

Supervisory, managerial, or regulatory duties are to be performed without unwelcome behavior that creates an intimidating, hostile or offensive environment. Supervisory, managerial, and regulatory functions are to be carried out in a professional manner. Personnel actions are not, in themselves, intimidation, hostility or offensiveness. A person is not harassed by properly developed performance ratings, comments regarding performance, counseling or disciplinary action (including involuntary termination).

Managers and supervisors are to take action to stop all acts of unlawful harassment. They are to encourage victims to report harassment. They are also to create and maintain work environments which follow this policy.

**Employee Responsibility**

Employees who are harassed should file a complaint with Agency management. Before an employee files a formal complaint, he/she is encouraged, but not required, to clearly tell the harasser that the employee does not want him/her to continue doing what is offensive.

Sometimes notes or memos about each incident will help to support a charge of harassment, especially if the harasser later denies any wrongdoing. Notes or memos may be about what was said or done, the date, the time and the place. These notes are strengthened by written records such as letters, notes, memos and telephone messages from the harasser.

For certain types of harassment, the Illinois State Board of Education may have a complaint procedure which is not a collectively bargained or other grievance procedure and which is more detailed than the one in this policy. If a more detailed procedure does not exist, employees should use the procedure in the section below. Employees do not have to follow more than one (1) complaint procedure in bringing a complaint about harassment. However, the following is not a substitute for any grievance procedure in a union contract. If an employee believes the harassment is grievable, and the employee wants to grieve, the employee should follow the grievance procedure that applies to them in addition to bringing a formal harassment complaint.

**Formal Complaint Procedure for Employees and Non-Employees**

Any employee or non-employee who knows of harassment should bring a complaint about the harassment. The harassing behavior does not have to be aimed at the person who brings the complaint.

If an employee has knowledge of harassment, he/she is to follow this procedure:

1. Bring the complaint directly to the immediate supervisor’s attention if the employee is comfortable in doing so, and if the harassment has taken place within the supervisor’s area of control. The supervisor is to notify the Director of Human Resources/designee about the complaint.

If an employee is not comfortable in bringing the complaint to the supervisor, or if the harassment has not taken place within the supervisor’s area of control, he/she may bring the complaint directly to the Director of Human Resources/designee. In the case of sexual harassment, an employee may ask to discuss his/her complaint with a person of the same sex. Whenever possible, the Director of Human Resources/designee will honor that request. The Director of Human Resources will normally ask whether an employee’s
supervisor has been made aware of the complaint and, if appropriate, will inform him/her about the complaint.

2. An employee should give the supervisor or the Director of Human Resources/designee a written summary of the complaint. If an employee cannot do so, the employee should ask the supervisor or the Director of Human Resources/designee for assistance in preparing a summary of the complaint for the employee to review.

If the Director of Human Resources is the victim or alleged harasser, the State Superintendent will designate a person to oversee the investigation and resolution of the complaint.

If a non-employee has knowledge of harassment by an Illinois State Board of Education employee or by any visitor to an Illinois State Board of Education office, he/she should contact the Director of Human Resources. A non-employee will be asked to follow step two (2) above.

**Investigation Process**

Someone who is the victim or the alleged harasser will not conduct the investigation.

An investigation will begin as soon as possible after receipt of the complaint. An investigation should move along as smoothly and quickly as possible, making sure all reasonably available and relevant facts are obtained. Investigations are to be conducted in a professional manner. A level of confidentiality appropriate to the circumstances is to be maintained. Employees who are contacted for information are expected to cooperate with efforts to maintain an appropriate level of professionalism and confidentiality.

After the investigation is completed, all facts have been reviewed, and a decision to impose or not impose discipline has been made, action will be taken as soon as possible. This could result in discipline up to and including termination of employment. If the harasser is a non-employee, the appropriate Agency official will take steps fitting the circumstances.

All employees of the Illinois State Board of Education are required to provide information requested as part of a complaint investigation. Failure to provide requested information may result in discipline, up to and including termination of employment.

**No Retaliation**

The Illinois State Board of Education will not take action against anyone who brings a charge of harassment in good faith, even if the harassment is not proven. The Illinois State Board of Education will not let anyone make an employee’s job more difficult, take away privileges, terminate employment, discipline, or demote an employee, give a negative evaluation, or in any other way harass an employee, because the employee filed a complaint, gave information in good faith, or assisted with a complaint investigation. An action of this type would be considered retaliation. Such retaliation is against the law.

**Bringing False or Frivolous Harassment Charges**

The Illinois State Board of Education wants employees to report harassment. However, an employee cannot file charges that they know are false or frivolous. Discipline up to and including termination may result from bringing false or frivolous charges. If a non-employee brings false or frivolous charges, the appropriate Agency official will take action that is fitting to the circumstances.
Timing of Complaint

The main purpose of this policy is to stop harassment as quickly as possible. Complaints should be made right away. Delays in making the complaint often make it more difficult to investigate the matter and reach a decision. It is not the Illinois State Board of Education's normal practice to investigate a charge of harassment if it has been over the three-hundred (300) days from the date of alleged harassment in which a complaint could be filed with the EEOC or the IDHR, unless a related investigation on a timely charge is already in progress.

Sexual Harassment

Sexual Harassment is Illegal

Sexual Harassment violates both state and federal law.

Definition of Sexual Harassment

State law defines sexual harassment in this way:

Sexual harassment means any unwelcome sexual advances or requests for sexual favors or any conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual or (3) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

This policy's definitions, procedures, and other provisions about harassment in general apply also to sexual harassment.

Sexual harassment includes verbal, physical, or visual conduct. Sexual harassment includes any unwelcome conduct of a sexual nature that makes the work environment intimidating, hostile, or offensive.

Examples of sexual harassment include, but are not limited to, unwelcome behavior which involves:

- Proposals, invitations or suggestions for sex, directly or by sexual innuendo;
- Repeated requests for dates;
- Sexually suggestive or insulting behavior or comments;
- Jokes about sex, or male or female traits;
- Using intimate or overly-familiar language in talking to someone else (e.g., “honey,” “sweetheart,” “dear,” “darling”);
- Using foul or obscene talk or gestures; displaying or referring to obscene printed material or pictures in a lewd way;
- Patting, pinching or brushing against another person’s body;
• Any other sexual activity with which the victim is forced to go along in order to obtain a promotion, raise in pay or good evaluation or to avoid an employment discharge, bad evaluation, demotion or lay-off; or

• Any attempted trade of sexual favors for job related benefits.

Sexual harassment can include a man harassing a woman, a woman harassing a man, a woman harassing a woman or a man harassing a man.

Complaints Regarding Sexual Harassment

The complaint procedures for sexual harassment are the same as those found in the above section entitled Formal Complaint Procedure for Employees and Non-employees.

Other Actions Employees Can Take to Stop Sexual Harassment

Sexual harassment complaints (as well as certain other harassment or discrimination complaints) may also be filed with the IDHR. This department investigates these complaints. Complaints may also be filed with the EEOC.

A complaint must be filed with IDHR within one-hundred and eighty (180) days unless it is a continuing offense. Complaints must be filed with EEOC within three-hundred (300) days.

The procedures in this Harassment Policy are Illinois State Board of Education procedures. The Department of Human Rights and the Federal EEOC have their own procedures for handling complaints.

Federal and state laws protect employees against retaliation if they make a charge or file a complaint. They also protect employees if they testify, help with or participate in an investigation, proceeding or hearing held under the Illinois Human Rights Act or before the EEOC. If an employee believes that his/her employer is attempting to retaliate against him/her for filing a complaint (e.g., lowering pay, not giving a promotion, taking disciplinary action), he/she has one-hundred and eighty (180) days (IDHR) or three-hundred (300) days (EEOC) after the alleged retaliation in which to file a retaliation charge. (Addresses and phone numbers for various offices of the IDHR and EEOC are listed below.)

A person who has been harassed or threatened may also have grounds for pursuing criminal charges or a civil action.

The Illinois State Board of Education has tried to make this policy easy to read and understand. If there is anything you do not understand, please ask the Director of Human Resources for assistance.
**Address/Telephone Information**

Illinois Department of Human Rights  
222 South College Street, Room 101  
Springfield, Illinois 62704  
217/785-5100  
217/785-5125 TTY

Illinois Department of Human Rights  
James R. Thompson Center  
100 West Randolph Street, Suite 10-100  
Chicago, Illinois 60601-3220  
312/814-6200  
217/785-5125 TTY

Equal Employment Opportunity Commission  
500 West Madison Street, Suite 2000  
Chicago, Illinois 60661  
1-800-669-4000  
1-800-669-6820 TTY

Equal Employment Opportunity Commission  
1222 Spruce Street, Room 8-100  
St. Louis, Missouri 63103  
314/539-7800  
1-800-669-6820 TTY
WORKPLACE VIOLENCE

Workplace violence is prohibited and will not be tolerated by or against Illinois State Board of Education employees. Employees determined to be in violation of this policy will be subject to discipline, up to and including termination.

Workplace violence is defined as any physical assault whether with or without weapons, behavior that a reasonable person would interpret as violent (e.g., throwing items, pounding on objects, or intentionally damaging property) and specific threats to inflict physical harm or damage property.

This prohibition on workplace violence applies at all worksites where Illinois State Board of Education employees are performing their duties.

Reporting an Incident of Workplace Violence

In an emergency, dial 9-911.

If an emergency situation does not exist or has passed, employees should contact either the Illinois State Police, Division of Internal Investigation, at 217/782-5423, or the Office of the Inspector General, toll free at 1-866-814-1113 or via the general number at 312/814-5600. General concerns about workplace violence should be addressed to an employee’s immediate supervisor or Human Resources.

Reasonable Accommodation

It is the policy of the Illinois State Board of Education to reasonably accommodate the physical or mental disabilities of otherwise qualified employees.

The Agency recognizes the right of any disabled employee to request an accommodation in connection with his/her employment. It is the responsibility of the Illinois State Board of Education under federal law to provide reasonable accommodation to qualified employees with disabilities when such accommodation is not unduly burdensome due to expense or disruption to the operation of the Agency’s business.

Requests for reasonable accommodation should be submitted by the employee to his/her supervisor for approval, and then the request is to be forwarded to the Director of Human Resources for final approval. Appropriate accommodations will be determined through consultation with the employee, supervisor and the Director of Human Resources/designee. In some instances a physician certification may be required.
XII

MANAGERIAL EMPLOYEES

Managerial employees will receive salaries within ranges as designated by the State Superintendent.

For any individual selected to fill a managerial position, whose current salary is greater than ten percent (10%) below the minimum of the assigned salary range, the salary offered will be the minimum of the defined range.

If the difference between the current salary and the minimum of the range is ten percent (10%) or less, the salary increase offered may be up to, but no greater than, ten percent (10%).

For any individual selected to fill a managerial position, whose current salary is already within the assigned range, the salary increase offered may be up to, but no greater than, ten percent (10%). At no time will any offer of salary be considered, that is beyond the maximum of the assigned range.

The State Superintendent and the Director of Human Resources may authorize variations of the ten percent (10%) increase limit as long as the approved salary falls within the assigned salary range.

Annual increases may be approved by the State Superintendent.

Annual merit compensation increases may be considered according to the performance of the individual managerial employee and his/her evaluation. Such increases will not extend beyond an individual’s existing salary range and require approval by the State Superintendent.

Managerial employees will be evaluated by their immediate supervisor on an annual basis or as directed by the State Superintendent. Supervisors will schedule a time to evaluate each managerial employee.

In instances where a written evaluation is given, the written evaluation, signed by both parties, will be forwarded to Human Resources and filed in the managerial employee’s personnel file. The employee may, within ten (10) work days of receipt of the signed evaluation, attach any statement he/she deems appropriate to the summary and will forward a copy to the immediate supervisor.

Determination of salary for managerial employees who move to bargaining unit positions is addressed in the Entry Level Salaries and Promotion Salary Increases sections above.

Managerial employees are at-will employees. They are free to terminate their employment at any time for any reason and the Agency has the same right.
**Managerial Benefits**

Vacation – managerial employees will accrue twenty-five (25) vacation days per year.

Managerial employees who have ten (10) years of continuous service with the Illinois State Board of Education will receive one (1) additional day of vacation for each one (1) additional year with the Agency to a maximum of thirty (30) days vacation.

Managerial employees may accumulate up to two and one-half (2½) times their annual vacation balance.

Sick – managerial employees will earn one (1) sick day per month after five (5) days in pay status.

Personal – managerial employees will earn four (4) personal days per fiscal year.
POLITICAL ETHICS

PROHIBITED POLITICAL ACTIVITIES

An Agency employee cannot participate in any of the activities listed below during work time. If an employee wants to engage in any of these activities during work hours, the employee must use vacation or personal time. An employee may never engage in any of these activities using work facilities (such as Agency offices, telephones, cell phones, photocopiers, or computers).

• Prepare for, organize, or participate in any political meeting, political rally, political demonstration, or other political event. This includes, for example, sending an email about a political rally to friends and colleagues during work hours or from a work computer, or making a telephone call during the workday from a work telephone to a campaign office about an event;

• Solicit contributions, including but not limited to purchasing, selling, distributing, or receiving payment for tickets for any political fundraiser, political meeting, or other political event. An employee cannot ask office colleagues or other employees for political contributions or to buy a ticket to a political event while the employee is in the office or during the workday;

• Solicit, plan the solicitation of, or prepare any document or report regarding any thing of value intended as a campaign contribution. An employee cannot, for example, write up a plan for a political fundraising event while at the office;

• Plan, conduct, or participate in a public opinion poll in connection with a campaign for elective office, on behalf of a political organization for political purposes, or for or against a referendum. While at work, an employee cannot conduct or participate in a poll for a political organization on an issue or about a candidate;

• Survey or gather information from potential or actual voters in an election to determine probable vote outcome in connection with a campaign for elective office, on behalf of a political organization for political purposes, or for or against a referendum. While at work, an employee cannot survey colleagues on behalf of a candidate or campaign on how they are going to vote. However, this does not mean an employee cannot talk with colleagues casually about an upcoming election;

• Assist at the polls on Election Day on behalf of any political organization, political candidate, or referendum question;

• Solicit votes on behalf of a candidate, political organization, for or against a referendum, or help in an effort to get voters to the polls. For example, an employee cannot distribute campaign literature in the office during work hours;

• Initiate, prepare, circulate, review or file a petition. For example, an employee cannot pass around a petition for a referendum at a work site;

• Make a contribution on behalf of any candidate for elective office. While an employee can make a contribution to a candidate while at home, an employee cannot do so in the office, on the work site, or during work hours;
• Prepare or review responses to candidates’ questionnaires;

• Distribute or prepare campaign literature, campaign signs, or other campaign material on behalf of any candidate for elective office. An employee cannot use an office photocopier or office computer to prepare any type of campaign materials;

• Campaign for an elective office or a referendum;

• Manage or work on a campaign for elective office or a referendum. Any campaign work an employee engages in must be on personal time;

• Perform work related to serving as a delegate, alternate, or proxy to a political party convention. An employee must take a vacation or personal time to serve as a delegate at a political convention; and

• Participate in a vote recount.

Management can never use or threaten to use its influence as a state employee to convince someone else to take political action, or ask another employee to undertake any political activities.

**PROHIBITED OFFER OR PROMISE**

An Agency employee cannot promise anything of value related to state government in consideration for a contribution to a political committee, political party or a candidate for political office.

• Examples of items of value related to state government are job positions or appointments in state government, promotions, salary increases, or the award of a state contract.

**CONTRIBUTIONS ON AGENCY PROPERTY**

Political campaign contributions cannot be solicited, accepted, offered or made on Agency property.

**BAN ON GIFTS FROM PROHIBITED SOURCES**

An Agency employee cannot solicit or accept a gift from a prohibited source.

• A prohibited source is one (1) of six (6) things:
  
  o A person or entity seeking official action from the employee or Agency;
  
  o A person or entity that does state business or seeks to do business with the employee;
  
  o A person or entity who conducts activities regulated by the employee or Agency;
  
  o A person or entity who has interests that may be substantially affected by the performance or non-performance of the employee;
  
  o A person or entity who is a registered lobbyist; and
• An agent of, a spouse of, or an immediate family member who is living with a “prohibited source”.

• The spouse of or immediate family members living with the employee also cannot accept gifts from prohibited sources.

There are a limited number of exceptions to this ban on gifts. Only the following twelve (12) types of gifts are exceptions to the ban and can be accepted by Agency employees from prohibited sources:

• Opportunities, benefits and services available to the general public on the same terms;

• Anything for which the employee paid market value;

• A lawful contribution under the Election Code;

• Educational materials and missions;

• Travel expenses for a meeting to discuss state business;

• A gift from a relative;

• Anything provided on the basis of personal friendship. However, to determine whether the gift was given out of “personal friendship,” one must look at the history of the relationship, whether the employee has knowledge that the gift was paid for as a business expense by the giver, and whether the employee has knowledge the giver gave similar gifts to other employees. If there is not a history to the relationship, and/or the employee knows that the giver gave the gift as a business expense, and/or gave the gift to other employees, then an employee cannot accept the gift;

• Food or drink that does not exceed seventy-five dollars ($75) per calendar day;

• Food, drink, lodging and transportation related to outside business, employment or activities, if the benefits are customarily provided to others in similar circumstances;

• Intra-governmental or inter-governmental gifts (e.g. gifts between Agency employees or between government employees);

• Bequests, inheritances, and other transfers at death; and

• Any item or items from any one (1) prohibited source during any calendar year that has cumulative total of less than one-hundred dollars ($100).

If an employee receives a gift from a prohibited source, the employee should immediately contact the Agency’s General Counsel.
The General Counsel will discuss with the employee permissible methods to rectify the situation and not be in violation of the ban on gifts and the Conflict of Interest provisions of this Employee Handbook. Depending on the situation, these methods may include:

- Return the gift to the giver;

- Give the gift to a not-for-profit organization (an organization exempt under Section 501(c)(3) of the Internal Revenue Code); or

- Give an amount of equal value to a not-for-profit organization (an organization exempt under Section 501(c)(3) of the Internal Revenue Code).
REVOLVING DOOR PROHIBITION

State law places restrictions on the ability of State employees and former State employees (and the spouses or immediate family members of State employees and former State employees) to accept non-State employment.

Procurement or Grant-making

The State Officials and Employees Ethics Act [5 ILCS 430/5-45(a)] provides, in pertinent part, as follows:

“No former officer, member, or State employee, or spouse or immediate family member living with such person, shall, within a period of one year immediately after termination of State employment, knowingly accept employment or receive compensation or fees for services from a person or entity if the officer, member, or State employee, during the year immediately preceding termination of State employment, participated personally and substantially in the award of State contracts, or the issuance of State contract change orders, with a cumulative value of $25,000 or more to the person or entity, or its parent or subsidiary.”

In addition, every State employee in a position whose duties may include participating in the awarding of a state grant, contract or contract amendment must receive approval from the Office of the Executive Inspector General before accepting any kind of non-State employment. Non-State employment includes any payroll or contractual arrangement in which you receive wages or any other form of remuneration, compensation or reimbursement for your time or services from any entity other than a State agency as that term is defined in the Illinois State Auditing Act (30 ILCS 5/1-1 et seq.).

The process for requesting approval can be found at 5 ILCS 430/5-45 or the OEIG’s website at: http://www2.illinois.gov/oeig/Pages/revolving.aspx.

Generally, an employee or former employee will not be prohibited from accepting non-State employment from a person or entity that:

(i) has not done business with ISBE during the year preceding the request or did business with ISBE but the contracts/grants cumulatively were valued at less than $25,000; or

(ii) has had ISBE contracts or grants cumulatively valued at $25,000 or more (including the entity’s parent or subsidiary) during the year preceding the request but the employee was not personally and substantially involved in the contract or grant award.

In determining whether an employee was personally and substantially involved in a grant award, contact award, or contract amendment cumulatively valued at $25,000 or more, the OEIG will review the “totality of participation” of the employee in those decisions.
Regulatory or Licensing Decisions

The State Officials and Employees Ethics Act [5 ILCS 430/5-45(b)] provides, in pertinent part, as follows:

“No former officer of the executive branch or State employee of the executive branch with regulatory or licensing authority, or spouse or immediate family member living with such person, shall, within a period of one year immediately after termination of State employment, knowingly accept employment or receive compensation or fees for services from a person or entity if the officer or State employee, during the year immediately preceding termination of State employment, participated personally and substantially in making a regulatory or licensing decision that directly applied to the person or entity, or its parent or subsidiary.”

In addition, every employee in a position whose duties may include making regulatory of licensing decisions, must receive approval from the Office of the Executive Inspector General before accepting any kind of non-state employment.

The process for requesting approval can be found at 5 ILCS 430/5-45 or the OEIG's website at: http://www2.illinois.gov/oeig/Pages/revolving.aspx

Generally, an employee or former employee will not be prohibited from accepting non-state employment from a person or entity that:

(i) has not been regulated or licensed by ISBE during the year preceding the request; or

(ii) was regulated or licensed by ISBE during the year preceding the request but the employee was not personally and substantially involved in said licensing or regulation determination.

In determining whether an employee was personally and substantially involved in regulatory or licensing decisions, the OEIG will review the “totality of participation” of the employee in those decisions.

Designated Positions

The Agency has designated the following positions as being ones where employee’s duties may include either contract, grant, regulatory, or licensing decision making, and thus must seek and receive OEIG approval prior to accepting non-State employment:

- Chief Internal Auditor
- Director of Human Resources
- Director of Public Information
- Assistant Superintendent
- Division Administrator
- Division Supervisor
- Principal Consultant
- Consultant
- Management Employee (not covered above)
- Exempt Professional Employee (not covered above)
- General Counsel
- Deputy General Counsel
- Assistant Legal Advisor
- Paralegal
Certain Positions and Posts Cannot Receive Approval from the Inspector General for Certain Non-State Employment

Due to the nature of their positions, the State Officials and Employees Ethics Act requires that certain officers and employees are presumed to have been personally and substantially involved in contract or grant award processes or licensing or regulatory determinations. Persons in these positions are under an absolute prohibition from being employed by or receiving compensation or fees from any company if the company, its parent or subsidiary had a contract or contracts or grant or grants cumulatively valued at $25,000 or more with ISBE during the year preceding the employee's termination (or ISBE made applicable regulatory/licensing decisions regarding the entity). Positions affected by this absolute prohibition are as follows:

- State Board of Education Member
- State Superintendent of Education
- Chief Procurement Officer *
- State Procurement Officer *
- Chief of Staff
- Deputy Chief of Staff

*Also covered by the provisions of 30 ILCS 500/50-30

Outside (or Secondary) Employment

Please note that the Revolving Door Prohibition does not cover “outside employment” (otherwise known as “secondary employment”), which is work performed for another entity while one is employed at ISBE; however, other provisions of this Employee Handbook—such as Conflicts of Interest and Outside Employment—do apply in that context and must be followed.
EX PARTE COMMUNICATIONS DURING RULEMAKING

This provision relates to rules promulgated pursuant to the Illinois Administrative Procedure Act, 5 ILCS 100/1-1 et seq. During the rulemaking period, an ex parte communication received by an Agency employee must be made a part of the record of the rulemaking proceeding.

- What is an “ex parte communication”? – Any written or oral communication by any person to any Agency employee during the rulemaking period that request or contain information or argument regarding any potential action concerning rulemaking.

- What is NOT an “ex parte communication”? – Any discussions that do not relate to a pending rulemaking action. Acceptable communications include:
  - statements made publicly by a person in a public forum (such as a committee meeting or a hearing);
  - statements regarding matters of procedure and practice (such as the format of public comments, the numbers of copies required, the status of a rulemaking proceeding, etc.); or
  - statements made by an Agency employee to another Agency employee.

- What triggers the “rulemaking period”? – The commencement or filing of the first notice period in accordance with the Illinois Administrative Procedure Act.

- What part of the communication needs to be made a part of the record? – All written communications from and all written responses to the person, as well as a memorandum stating the substance of all oral communications. The memorandum must include the identity and job titles of all the communicators, the individual or entity represented by the person, any actions requested, and any other pertinent information. Dates of the communications must also be included.

- Where should the record go? – All ex parte communications should be reported to the Agency’s General Counsel. The General Counsel will file the record of the communication and the memorandum with the Executive Ethics Commission.

WHISTLEBLOWER PROTECTION

An Agency employee cannot take any retaliatory action against another employee for doing any of the following:

- Disclosing or threatening to disclose any practice or action that the employee reasonably believes is in violation of the law.

- Providing information or testifying about any violation of the law by any officer, member, employee, or agency.

- Assisting or participating in a proceeding to enforce the State Officials and Employees Ethics Act.
Ethics Hotline

The Office of Executive Inspector General has created a toll-free Ethics Hotline for anyone to call with concerns and complaints about fraud, abuse, misfeasance or malfeasance by state employees or those doing business with the State of Illinois. All calls are confidential.

The toll-free Ethics Hotline is: 1-866-814-1113. The Office of Executive Inspector General's webpage also contains additional information: www.inspectorgeneral.il.gov

OUTSIDE EMPLOYMENT

Because of the sensitive nature of the Agency’s function and the importance in maintaining public trust in the Agency’s integrity, there are restrictions on employees accepting outside employment.

As public servants, employees should keep in mind that their Agency employment must always be given first priority. Employees who engage in outside employment shall avoid any action which might result in:

1. any activity that takes the employee’s time and attention during official working hours or adversely affects job performance;
2. use of Agency equipment, facilities, supplies, prestige or one’s state office of employment for personal gains;
3. use of any information identified as confidential by the Agency, state or federal law;
4. the use of any information not available to the public, which is gained by being an Agency employee, for direct or indirect personal advantage or private gain;
5. any activity which reflects unfavorably on the Agency; or
6. any activity involving a service provided by the Agency.

Employees must obtain permission prior to accepting any outside employment or engaging in any for profit venture with any outside person or entity. This requirement applies to all employees who now hold outside jobs as well as those contemplating outside employment. Only the General Counsel, in conjunction with the employee’s supervisor and the Office of Human Resources, can grant permission for outside employment; permission will be revoked if at any time the outside employment fails to comply with the terms of this provision.

An employee granted permission for outside employment is prohibited from conducting any business or performing any duties (including solicitation) related to this outside employment on premises owned or used by the Agency. The activity of distributing catalogs, taking orders, receiving payment, and delivering the product to the Illinois State Board of Education facilities clearly falls into the category of prohibited activity.

If an employee desires outside employment, the employee must submit a written description of the outside employment to his or her immediate supervisor. The immediate supervisor must then submit the request, along with his/her comments as to the application of the restrictions in this provision, to the Agency’s General Counsel and the Office of Human Resources for review. The General Counsel will coordinate final approval or rejection with the Office of Human Resources and the employee’s immediate supervisor.
CONFLICT OF INTEREST

Employees shall avoid any action, whether or not specifically prohibited elsewhere in this Employee Handbook, which might reasonably create the appearance of or result in:

1. using public office for direct or indirect private gain;
2. giving preferential treatment to any organization or person;
3. losing independence or impartiality of action;
4. making a government decision outside official channels; or
5. adversely affecting the confidence of the public in the integrity of the Agency.

No employee shall receive any money or other consideration from anyone, other than the Agency, for the performance of an act which the employee would be required or expected to render in the regular course or hours of his/her state employment or as a part of his/her duties as an Agency employee.

Employees shall not accept anything of value under circumstances which might reasonably be construed to influence or compromise the performance of their official duties or which would impair or be presumed to impair their professional judgment.

Subject to the ban on gifts set forth in this Employee Handbook, employees may accept nominal courtesies extended in a spirit of hospitality, and certificates, plaques, cups or similar mementos awarded for contributions to government, civic, athletic, recreational, social, fraternal, professional, religious or comparable activities.

An employee may not accept, without prior approval of his or her immediate supervisor and the General Counsel, an office of profit or honor with any association or organization representing the interests of individuals, businesses or governmental agencies regulated by or doing business with the Illinois State Board of Education. Prior to announcing a candidacy or accepting an appointment for any local governmental office (including school boards), an employee must obtain the approval of his or her immediate supervisor and the General Counsel for compliance with this policy. This provision does not apply to membership or the holding of an office of honor without compensation in any chapter of a professional organization or any local of a bargaining unit representing Agency employees.

Employees must disclose and report any real or apparent conflicts of interest involving the employee, a spouse, or any member of the employee’s family residing with the employee to the Agency’s General Counsel and to his or her immediate supervisor.

ETHICS TRAINING

Every Agency employee must complete the Ethics Training Program on an annual basis. The Office of Executive Inspector General has created an Ethics Training Program and an Ethics Training and Compliance Center at www.etcc.il.gov. Also, all new Agency employees must complete the Ethics Training Program within six (6) months of their first day of employment.
REPORTING EMPLOYEE OR CONTRACTOR MISCONDUCT

If an employee knows or has reason to believe any fraud, waste, abuse, mismanagement, misconduct, misfeasance, malfeasance, or violations of rules and/or regulations have been committed by another employee, former employee, or any entity that has a contract with the Agency, the employee MUST promptly report this knowledge in accordance with the Procedures for Investigating and Reporting Misconduct and Incidents listed below.

Procedures for Investigating and Reporting Misconduct and Incidents

The State Officials and Employees Ethics Act established, among other things, the Office of Executive Inspector General ("OEIG") to investigate misconduct in state agencies, boards and commissions. Title 20, ILCS Section 2605/2605-50 established the Illinois State Police, Division of Internal Investigation ("ISP/DII") to (i) initiate internal State Police investigations and, (ii) investigate allegations of official misconduct by State office holders and employees.

Except as outlined in Section III of these procedures, the OEIG must be notified immediately of all alleged acts of misconduct by any Illinois State Board of Education employee, or any entity that has a contract with the Illinois State Board of Education. The OEIG will determine whether to investigate the allegations, refer the allegations to the ISP/DII for investigation, or request that the Agency conduct an internal investigation. The ISP/DII shall be the primary agency responsible for the investigation of criminal conduct by Agency employees or criminal incidents at Agency facilities, as further described in Section III.

I. Preliminary Information

A. Responsibilities of the Agency and Employees

1. Reporting of Information

Every employee in the Agency shall report promptly to the Inspector General any information concerning waste, corruption, fraud, conflicts of interests or abuse by another employee or vendor relating to his or her employment. The knowing failure of any employee to so report shall be cause for discipline, up to and including discharge. The knowing provision of false information to the Inspector General by any employee shall be cause for discipline, up to and including discharge. Any employee who in good faith acts pursuant to this paragraph by reporting to the Inspector General improper governmental action shall not be subject to dismissal, discipline or other adverse personnel action.

2. Duty to Cooperate

a. The Agency and every employee shall cooperate with, and provide assistance to, the Inspector General and his/her staff in the performance of any investigation. In particular, the Agency shall make its premises, equipment, personnel, books, records, and papers readily available to the Inspector General. The Inspector General or his/her staff may enter upon the premises of the Agency at any time, without prior announcement, if necessary to the successful completion of an investigation. In the course of an investigation, the Inspector General may question any officer or employee serving in, and any other person transacting business with, the Agency, and may inspect and copy any
books, records, or papers in the possession of the Agency, including those made confidential by law, taking care to preserve the confidentiality of information contained in responses to questions or books, records, or papers that is made confidential by law.

b. The Inspector General may compel any employee in the Agency to truthfully answer questions concerning any matter related to the performance of his/her official duties. The refusal of any employee to answer questions if compelled to do so shall be cause for discipline, up to and including discharge.

3. Protection from Retaliation

No employee in the Agency shall retaliate against, punish, or penalize any person for complaining to, cooperating with, or assisting the Inspector General in the performance of his/her duties. Any employee who violates this provision shall be subject to disciplinary action, up to and including discharge.

II. General Procedures

A. Notification to OEIG

The Agency’s liaison for contact with the OEIG shall be its General Counsel. The Agency liaison must promptly notify the OEIG of any allegations of misconduct no later than five (5) business days after receipt of information related to the allegations. The notification should include all information known about the allegations. After referral, the Agency is prohibited from taking any further investigative or disciplinary action until it has consulted with, and received approval from, the OEIG.

B. Internal Agency Investigations

Except as otherwise determined by law or detailed below, the OEIG will conduct all internal Agency investigations, unless the Agency has been granted a general delegation of authority by the Inspector General that internal investigations may be conducted by personnel within the Agency.

In the absence of a general delegation by the OEIG to the Agency, the OEIG may request that the Agency conduct its own internal investigation. In such cases, the State Superintendent shall immediately refer the allegations to a designated person or unit within the Agency to investigate. The OEIG may require periodic updates on the status of the investigation. If the Agency’s internal inquiry develops information suggesting that the conduct alleged is more serious, widespread or in any way different than originally reported, the Agency must re-initiate contact with the OEIG before continuing the investigation.
III. Exceptions for Certain Criminal Conduct-Emergency Situations

A. Types of Crimes to be Reported to ISP/DII

In the event of an emergency situation requiring an immediate police response, the Illinois State Police, county or municipal police agency that can provide the fastest response should be contacted. The following are examples of such emergency situations:

1. Illegal Uses of Unlawful Possession of a Weapon,
2. Bodily Injury or Immediate Threat of Bodily Injury,
3. Narcotics Related Activity,
4. Criminal Sexual Assault, or
5. Death.

B. Manner of Reporting to ISP/DII

If another police agency was contacted in one of the above emergency situations in Section A, the ISP/DII must also be contacted.

1. Preservation of Evidence

In the event of criminal conduct described above, the Agency shall ensure the preservation of the scene of the incident, the security of the evidence, the maintenance of accurate records relating to the condition of the victim, and other relevant information. Each facility shall adopt and maintain procedures that guarantee the preservation of evidence. Facility staff shall be advised not to disturb the scene until law enforcement personnel arrive.

2. Investigation

Facility personnel shall not take or initiate any investigation or action unless directed to do so by law enforcement officers. If any law enforcement official asks the staff of a facility to take action, the staff shall promptly document investigative activity and retain any physical evidence gathered as a result of the inquiry.

3. Reports and Records

The facility shall maintain all relevant documents and attachments related to the incident. Any written records shall be confined to a concise summary of the facts, and shall not contain conclusions or opinions. The facility shall maintain related records for a period of five (5) years after the close of the incident investigation.

C. Attempted Bribery

Illinois law requires state employees to report attempted bribery.

1. In general, bribery is an offer or solicitation of property (including money) or personal advantage with the intent to improperly influence a public employee in the performance of any act relating to her/his employment (720 ILCS 5/33-1).
2. By law, state employees must report all offers of bribes to the Illinois State Police (720 ILCS 5/33-2).

3. Any employee who has reasonable ground to believe that an attempt to bribe has been made or suggested shall:

a. Avoid any statement or implication indicating acceptance or non-acceptance of the bribe; and

b. Immediately report the matter, by telephone or in person, to supervisory personnel.

A supervisor must promptly report all incidents of attempted bribery to the ISP/DII. Employees shall cooperate fully and completely in all bribery investigations and any matters relating to the investigation. The ISP/DII shall immediately notify the local State’s Attorney and the OEIG, and initiate an investigation.

Any questions concerning the implementation of these procedures shall be directed to the Office of Executive Inspector General. The Toll Free Hotline for the OEIG is 1-866-814-1113 and the general number is (312) 814-5600.

THE AGENCY RESERVES THE RIGHT TO AMEND, CHANGE OR EDIT AT ANY TIME, WITHOUT PRIOR NOTICE AND NOT BE BOUND BY ANY UNINTENTIONAL MISSTATEMENTS, MISPRINTS, ETC. HEREIN.
**GLOSSARY**

**Acting Status.**
The temporary assignment of an employee to a position whose classification carries a higher salary lane/range (maximum salary) than the employee’s permanent position assignment.

**Agency.**
The Illinois State Board of Education.

**Agency Service.**
Total number of months of permanent service with the Agency.

**Adjustment in Salary.**
A change in salary or salary rate occasioned by a previously committed error or oversight, or required in the best interest of the Agency.

**Anniversary Date.**
The effective date of the employee’s last salary increase which was at least equivalent to one (1) full step.

**Appropriate Available Channels.**
Can include, depending on the specific situation, such people as division supervisors, division administrators, assistant superintendents, special assistants to the superintendent, the Office of the Superintendent, union representatives, Human Resources, Internal Audit and the Office of the Executive Inspector General.

**Benefit Time.**
Vacation time, personal time and sick time accrued by employee during employment.

**Bump.**
To displace someone from a position within the Agency because of a reassignment or reduction in force. Such displacement is based on seniority and qualifications for the position.

**Base Salary.**
A dollar amount of pay specifically designated in the Schedule of Salary Lanes or, for an individual assigned to a salary range or designated rate, the dollar amount identified by the State Superintendent. Base salary does not include overtime pay or deductions for time not worked.

**Clear Preponderance of Evidence.**
Means that there has been unambiguous admission of the actions or that there is evidence not reasonably contradicted that the actions were committed by the person involved. A “clear preponderance of evidence” is not necessarily in all cases “beyond a reasonable doubt.”

**Comparable Classes.**
Two (2) or more classes that are assigned to the same salary lane.
Confidential Information.
Any information that:

- Is exempt from disclosure under Section 7 of the Illinois Freedom of Information Act (5 ILCS 140/7);
- The law requires be kept confidential by the Agency;
- If disclosed, would unfairly advantage a bidder for any grant or other funds the Agency regulates; or
- If disclosed, would violate privileges as to confidential information which the Agency desires to preserve (such as attorney-client privilege or auditor-client privilege).

Confidential information does not include information which is lawful to reveal under the Whistle Blower Protection Act (5 ILCS 395).

Conflict of Interest.
Refers to an employee’s attempt to use his/her position to influence any decision or action in which the employee knows or has reason to know that he/she has any direct or indirect economic interest. In the broadest sense, conflict of interest includes any conduct or action taken to use an employee’s official position for personal gain or influence. However, conflict of interest may be indicated when an employee’s decisions or actions are impediments to the effective and efficient completion of his or her duties. Potential areas for conflicts of interest include solicitation or acceptance of gifts or favors, solicitation or acceptance of fees or honoraria; improper influence in hiring, improper influence in awarding contracts, or secondary employment.

Creditable Service Date.
The date on which an employee began service with the State of Illinois.

Demotion.
The assignment, for cause, of an employee to a position assigned a class having a lower salary maximum than the maximum salary associated with the former position.

Direct Economic Interest or Direct Financial Interest.
A person has a direct economic or financial interest if he/she, his/her spouse or a member of his/her household:

- is the proprietor of a sole proprietorship;
- owns a five percent (5%) or greater interest of any class of stock of a corporation by vote or value;
- owns a five percent (5%) or greater interest in the profits or capital of a partnership;
- owns a five percent (5%) or greater beneficial interest in a trust; or
- is an officer or director of a corporation, the general or managing partner of a partnership, or the trustee of a trust.

Director of Human Resources.
Refers to the Director of Human Resources or his/her designee.

**Discriminate.**
Defined as dictated by applicable Civil Rights laws and includes discrimination on the basis of race, color, religion, sex, national origin, ancestry, age, marital status, genetic information, physical or mental disability, military status, or unfavorable discharge from military service.

**Dock.**
Action taken, as permitted by the FLSA, (deduction of pay equaling the amount of time absent) when an employee is absent from work and such time cannot be charged against accrued vacation, sick or personal leave either because the employee has no accrued time or because the employee’s supervisor has disallowed the use of the time.

**Doing Business With.**
Includes a situation where the entity is soliciting Agency business. “Doing business with” normally does not refer to the Illinois State Board of Education’s relationship with a professional association.

**Employee.**
Refers to any Agency member who draws an employment paycheck from the Agency, including any administrative, managerial, professional, support staff and temporary employees.

**Entrance Salary.**
The initial base salary assigned to an employee on entering Agency service.

**Exempt Position (classification).**
A position (classification) which is not represented by a union and does not receive representation by an outside agent to collectively bargain for wages, hours and working conditions.

**Extended Family Member.**
Niece, nephew, aunt (the sister of one’s father or mother), uncle (the brother of one’s mother or father), and cousin. Corresponding in-laws and step-relations are not included.

**Illinois State Board of Education.**
Refers generally to the nine-member body appointed by the governor which oversees and operates the Agency, but may also refer to the Agency, as context dictates.

**Immediate Family.**
Parents, spouse, brothers, sisters, children, grandchildren, grandparents, corresponding step and in-law relations, blood relatives residing in the household and legal guardians of employee.

**In Writing.**
Correspondence, e-mail, letter, memorandum, or Agency form, indicating the identity of the author/sender.

**Indirect Economic Interest or Indirect Financial Interest.**
A person is considered to have an indirect economic or financial interest if the person’s relative who is not a member of the person’s household:
• is the proprietor of a sole proprietorship;
• owns a five percent (5%) or greater interest of any class of stock of a corporation by vote or value;
• owns a five percent (5%) or greater interest in the profits or capital of a partnership;
• owns a five percent (5%) or greater beneficial interest in a trust; or
• is an officer or director of a corporation, the general or managing partner of a partnership, or the trustee of a trust.

Direct and indirect economic or financial interests do not include:
• any interest of the spouse of an employee who does not exercise contract management authority and which interest is related to the spouse’s independent occupation, profession or employment;
• any ownership of less than five percent of any class of stock of a corporation;
• the authorized compensation paid to an official or employee for his/her office or employment;
• any economic benefit provided by the Illinois State Board of Education equally to all citizens;
• time or demand deposit in a financial institution;
• an endowment or insurance policy or annuity contract purchased from an insurance company; or
• economic interests or other rights obtained by Agency employees through a collective bargaining agreement.

Misconduct.
Fraud, waste, abuse, mismanagement, misconduct, nonfeasance, misfeasance, malfeasance, and violations of rules and/or regulations, including violations of the State and/or Federal Criminal Code.

Passing Grade.
In courses graded with letter grades, a passing grade means a “C” grade or higher. In courses graded pass/fail, a passing grade means “pass.”

Pay Status.
Eligibility of an employee to receive wages based on the ongoing performance of duties or use of benefit time.

Reallocation/Reclassification.
The change of the classification of an existing position, resulting from significant changes in assigned duties and responsibilities.
Reassignment.
The involuntary transfer, on a permanent basis, of an employee and inventory number from one (1) Division to another Division, an employee from one (1) inventory number to another position number, or from one geographical work location to another geographical work location.

Reevaluation.
The change in the salary lane assignment of a classification based on change in relation to other classes or the labor market, or based on a review of existing duties resulting in the determination that a higher salary lane assignment is warranted.

Relative.
A person related to an official or employee as spouse or as any of the following whether by blood, marriage or adoption; parent or stepparent, child or stepchild, sibling or step-sibling, aunt, uncle, niece, nephew, grandparent or step-grandparent, grandchild or step-grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, half-brother, half-sister or first cousin.

Reports or Notification to the OEIG.
May be made through the Inspector General, any Deputy Inspector General, or the Director of Investigations for the Office of Executive Inspector General.

Reports or Notification to Illinois State Police, Division of Internal Investigation.
May be made to personnel of ISP/DII.

Satisfactory Performance Increase.
An upward revision in the base salary from one designated step to the next higher step in the salary lane for that class as a result of having served the required amount of time at the former rate with not less than a satisfactory level of performance.

State Superintendent.
Means the State Superintendent of Education.

Supervisor.
May refer to Division Supervisor, Division Administrator, Center Head, or State Superintendent as context dictates.

Temporary Assignment.
Refer to acting status.

Temporary Employee.
An individual employed to occupy a temporary position. By nature, such employee receives no employee benefits and is excluded from bargaining unit representation.

Temporary Position.
A position established for a limited period of time, not to exceed one year of service.

Transfer.
The assignment of an employee to another position having the same salary lane assignment.

Voluntary Reduction.
The transfer of an employee on a voluntary basis to a position assigned a lower class than the employee’s current position, based on the employee’s desire/application request to be considered for the vacant position.

**We.**

Refers to both the Illinois State Board of Education and the Agency collectively.

**Work Week.**

A seven (7) day one-hundred and sixty eight (168) hour period of time commencing Sunday and ending the following Saturday within which the Employer may schedule hours of work.