

PERSONNEL

GENERAL PERSONNEL - LEAVE OF ABSENCE-MILITARY DUTY

Any certificated or non-certificated employee of the District who is a member of any reserve component of the United States Armed Services, including the Illinois National Guard, and who is mobilized to active military duty shall, for each pay period, continue to receive the same regular compensation that he/she receives or was receiving as an employee of the School Board at the time he/she is or was so mobilized to active military duty, plus any health insurance and other benefits he/she is or was receiving or accruing at that time, minus the amount of his/her base pay for military service (excluding payments that are allocable to non-work days or that constitute a travel, meal or housing allowance), for the duration of his/her active military service. Such active military duty shall not result in the loss or diminishment of any employment benefit, service credit, or status accrued at the time the duty commenced if the duty commenced on or after September 1, 2001.

In addition to any health insurance benefits which may be provided in accordance with the above paragraph, an employee who requires a leave of absence to perform military service may elect to continue existing health insurance as provided by law (generally, for the lesser of the 24-month period beginning on the date on which the leave of absence begins, or the period ending on the day after the date on which the employee fails to apply for or return to a position of employment as required by law).

Seniority

Any certificated or non-certificated employee of the District who is a member of any reserve component of the United States Armed Services, including the Illinois National Guard, and who is mobilized to active military duty shall retain all earned seniority in the District and shall continue to earn seniority in the District during the duration of the mobilization.

Contractual Continued Service

The contractual continued service status of a teacher shall not be affected while he/she is on active military service duty. The teacher shall continue to receive service credit earned for requirements of promotion, incremental increases in salary, leaves of absence and other privileges based on an established period of service or employment.

Return to Duty/Disability

Any employee, other than a temporary employee, who is called to or volunteers for active military duty, and any military reservist called for active military duty or active training, shall be treated as if he/she is on a leave of absence during the tour of duty. Upon return, the employee shall be reemployed in his/her former job or a job of like seniority, status and pay, provided the employee applies for a position within 90 days of honorable discharge or within 90 days of release from hospitalization for a period of not more than one year, or within such other time as required by law. The employee shall also be entitled to participate in insurance and other benefits that are available to employees on leave of absence. The employee shall not be discharged without cause within one year after restoration of employment.

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Any such employee who returns disabled from active military service and is unable to serve in his/her original position, but who is otherwise qualified for another position, shall be rehired to a position that is as close as possible in seniority, status and pay as the position to which he/she otherwise would have been entitled.

Notice

In connection with the matters addressed by this policy, the District will post notice of the rights, benefits and obligations of employees and the District as required by law. The District will fulfill the notice requirement by posting the form notice developed by the U.S. Department of Labor in the District Education Center and each school within the District.

Construction

This policy shall be construed in accordance with the Union/Board Agreement and applicable federal and state statutes, ordinances, rules and regulations, as amended from time to time.

LEG. REF.: Illinois School Code, Section 10-20.7b (105 ILCS 5/10-20.7b)
Illinois School Code, Section 24-13 (105 ILCS 5/24-13)
Illinois School Code, Section 24-13.1 (105 ILCS 5/24-13.1)
38 U.S.C. ' 4301, *et seq.*
20 ILCS 1805/30.1, *et seq.*
330 ILCS 60/1, *et seq.*
P.L. 108-454 (amending 38 U.S.C. ' 4317 and adding 38 U.S.C. ' 4334)
Agreement Between Board of Education and Carol Stream Education
Association

Adopted: March 10, 1983
Revised: February 8, 1996
Revised: March 12, 1998
Revised: April 27, 2006