

General Personnel

Hiring Process and Criteria

Joint Agreement employees are employed by the Administrative Agent District and, therefore, are subject to the policies and employment practices of Decatur School District. The below policy is consistent with Decatur Public School's policy 5:30.

The Joint Agreement hires the most qualified personnel consistent with budget and staffing requirements and in compliance with Executive Board policy on equal employment opportunity and minority recruitment. The Director is responsible for recruiting personnel and making hiring recommendations to the Board. If the Director's recommendation is rejected, the Director must submit another. No individual will be employed who has been convicted of a criminal offense listed in 105 ILCS 5/21B-80(c).

All applicants must complete a Joint Agreement application in order to be considered for employment.

Job Descriptions

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

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

Investigations

The Director or designee shall ensure that a fingerprint-based criminal history records check and a check of the Statewide Sex Offender Database and Violent Offender Against Youth Database is performed on each applicant as required by State law. When the applicant is a successful director candidate who has been offered employment by the Board, the Board President shall ensure that these checks are completed. The Director or designee, or if the applicant is a successful director candidate, then the Executive Board President shall notify an applicant if the applicant is identified in either database. The School Code requires the Board President to keep a conviction record confidential and share it only with the Director, Regional Superintendent, State Superintendent, State Educator Preparation and Licensure Board, any other person necessary to the hiring decision, or for purposes of clarifying the information, the Ill. Dept. of State Police and/or Statewide Sex Offender Database. The Executive Board and Administrative Agent's Board reserves its right to authorize additional background inquiries beyond a fingerprint-based criminal history records check when it deems it appropriate to do so, in accordance with applicable laws.

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

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

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

1. The Joint Agreement uses an applicant's credit history or report from a consumer reporting agency only when a satisfactory credit history is an established bona fide occupational requirement of a particular position.
2. The Joint Agreement does not screen applicants based on their current or prior wages or salary histories, including benefits or other compensation, by requiring that the wage or salary history satisfy minimum or maximum criteria.
3. The Joint Agreement does not request or require a wage or salary history as a condition of being considered for employment, being interviewed, continuing to be considered for an offer of employment, an offer of employment, or an offer of compensation.
4. The Joint Agreement does not request or require an applicant to disclose wage or salary history as a condition of employment.
5. The Joint Agreement does not ask an applicant or applicant's current or previous employers about wage or salary history, including benefits or other compensation.
6. The Joint Agreement does not ask an applicant or applicant's previous employers about claim(s) made or benefit(s) received under the Workers' Compensation Act.
7. The Joint Agreement does not request of an applicant or employee access in any manner to his or her personal online account, such as social networking websites, including a request for passwords to such accounts.
8. The Joint Agreement provides equal employment opportunities to all persons. See policy 5:10, *Equal Employment Opportunity and Minority Recruitment*.

Physical Examinations

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

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

Orientation Program

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

LEGAL REF.: 105 ILCS 5/10-16.7, 5/10-20.7, 5/10-21.4, 5/10-21.9, 5/21B-10, 5/21B-80, 5/10-22.34,
5/10-22.34b, 5/22-6.5, and 5/24-5.
20 ILCS 2630/3.3, Criminal Identification Act.
820 ILCS 55/, Right to Privacy in the Workplace Act.
820 ILCS 70/, Employee Credit Privacy Act.
Americans with Disabilities Act, 42 U.S.C. §12112, and 29 C.F.R. Part 1630.
Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq.
Immigration Reform and Control Act, 8 U.S.C. §1324a et seq.
Duldulao v. St. Mary of Nazareth Hospital, 136 Ill. App. 3d 763 (1st Dist. 1985), *aff'd in
part and remanded* 115 Ill.2d 482(Ill. 1987).
Kaiser v. Dixon, 127 Ill. App. 3d 251 (2nd Dist. 1984).
Molitor v. Chicago Title & Trust Co., 325 Ill. App. 124 (1st Dist. 1945).

ADOPTED: April 16, 2026