

OFFICE OF THE SUPERINTENDENT

Millburn Public Schools

INFORMATION ITEM

July 6, 2010

To: Board of Education Members

From: Ellen E. Mauer, PhD

Subject: First Reading-Court Duty-5:80

Changes to this policy are that the employee may sign over the court issued check to the district instead of doing a pay deduction from regular wages.

We ask that you use this as your first reading period and then put this on the next BOE meeting agenda for a second reading and approval.

## **General Personnel**

### **Court Duty <sup>1</sup>**

The District will pay full salary during the time an employee is absent due to court duty or, pursuant to a subpoena, serves as a witness or has a deposition taken in any school-related matter pending in court. <sup>2</sup>

The District will deduct any fees that an employee receives for such duties, less mileage and meal expenses, from the employee's compensation, or make arrangements for the employee to endorse the fee check to the District. <sup>3</sup>

An employee should give at least 5 days' prior notice of pending court duty to the District. <sup>4</sup>

LEGAL REF.: 105 ILCS 5/10-20.7.

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The footnotes are not intended to be part of the adopted policy; they should be removed before the policy is adopted.

<sup>1</sup> State or federal law controls this policy's content. This policy contains an item on which collective bargaining may be required. Any policy that impacts upon wages, hours, and terms and conditions of employment, is subject to collective bargaining upon request by the employee representative, even if the policy involves an inherent managerial right.

This policy is consistent with the minimum requirements of State law. The local collective bargaining agreement may contain provisions that exceed these requirements. When a policy's subject matter is superseded by a bargaining agreement, the school board policy can state, 'Please refer to the Professional Agreement between the \_\_\_\_\_ Association and the School Board.'

<sup>2</sup> State law mandates this provision for certificated employees only (105 ILCS 5/10-20.7).

<sup>3</sup> State law permits these deductions but does not mandate them (105 ILCS 5/10-20.7).

<sup>4</sup> State law does not provide a deadline and a district cannot refuse to pay full salary to an employee who fails to follow the policy's deadline.

## **General Personnel**

### **Court Duty**

The District will pay full salary during the time an employee is on court duty or, pursuant to a subpoena, serves as a witness or has a deposition taken in any school-related matter pending in court.

The District will deduct the court duty remuneration, less mileage and meal expenses, from the employee's compensation.

An employee should give at least 5 days' prior notice of pending court duty to the District.

LEGAL REF.: 105 ILCS 5/10-20.7.

ADOPTED: May 20, 2002