

SUPPORT STAFF HANDBOOK

2022-2023

Updated: August, 2022

COMMUNITY UNIT SCHOOL
DISTRICT #16
600 N CEDAR STREET
NEW BERLIN IL 62670
(217) 488-2040
(217) 488-2043

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INTRODUCTION

The purpose of this handbook is to provide a source of information that can be quickly consulted regarding policies, procedures, rules and regulations that relate to working conditions for non-certified employees of New Berlin Community Unit School District #16.

This handbook is not intended to be the final document regarding matters of concern for non-certified employees. It does contain selected information in the forms of direct quotes and summaries from the Board Policy Manual, legislative enactments, and other sources, to make the information more readily available. Persons seeking more detailed information should refer to the above.

If you cannot find answers to your questions in this handbook, or in the Board Policy Manual, please consult with your supervisor to obtain the desired information.

AT-WILL EMPLOYEES

These policies and procedures establish employment guidelines only; they do not establish an employment contract. Management reserves the right to unilaterally modify and change both policies and guidelines. This school district recognizes and supports that the terms, conditions and duration of employment is all at will.

New Berlin CUSD #16 is an Equal Opportunity Employer and Educator who fully and actively supports equal access for all people regardless of race, color, gender, sexual orientation, age, national origin or disability.

PART I – ORGANIZATION

BOARD OF EDUCATION

Stephanie Neuman – President

Holly Kotner – Vice-President

Jenny Mann – Secretary

Josh Beard

Bridget Williams

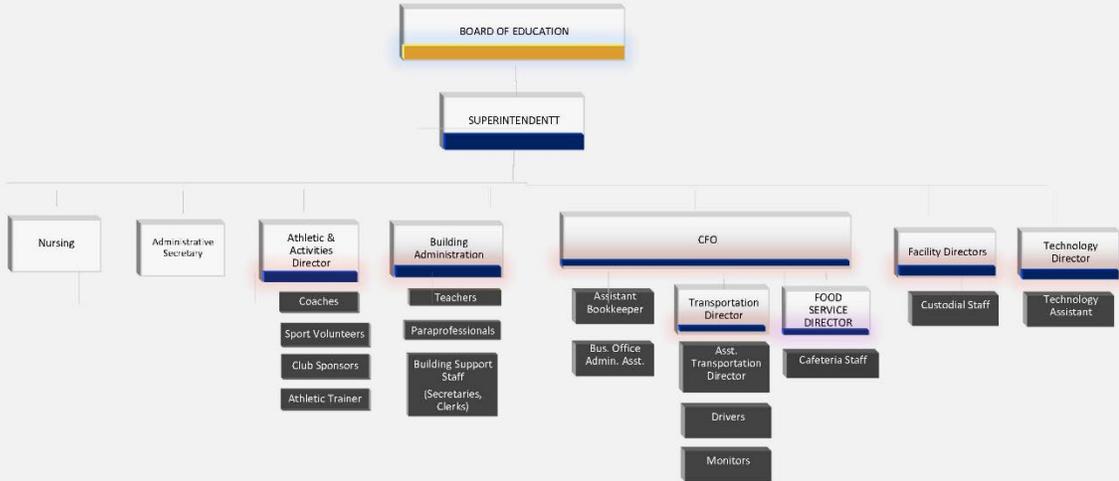
Chris Gordon

Bill Marr

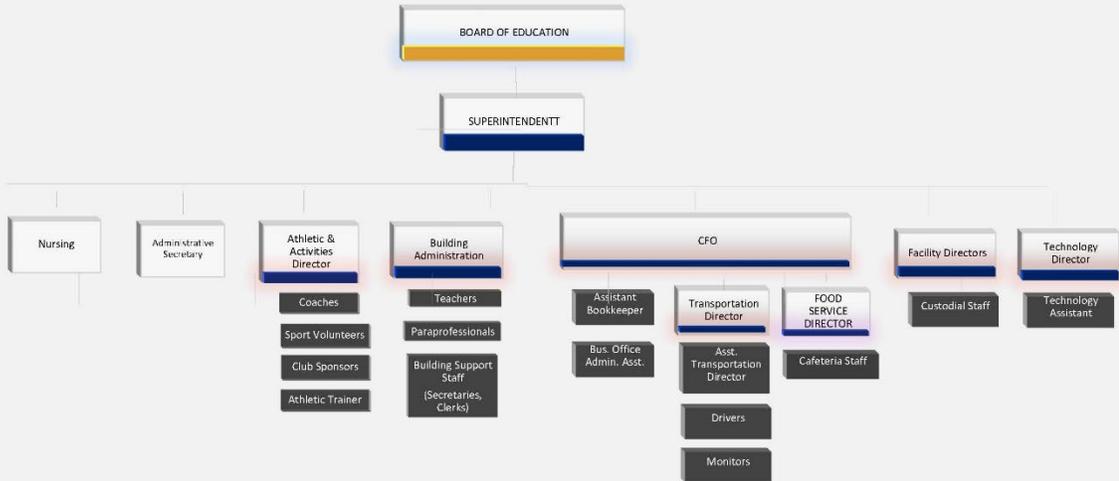
ORGANIZATIONAL CHART

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NEW BERLIN CUSD #16 ORGANIZATIONAL CHART



NEW BERLIN CUSD #16 ORGANIZATIONAL CHART



COMPLAINTS AND CHAIN OF COMMAND

Parents are often discouraged when they attempt to communicate with the superintendent and school board members and are sent back to building-based officials in order to resolve a problem their child may be experiencing in school. To prevent that frustration, parents can become informed about the “chain of command”, or where to begin the communication sequence regarding their problem or concern.

Many parent and community questions are easily and completely answered by communicating directly with the educator in charge of the class or program. Each situation should first be addressed at whatever level the initial action was taken before taking it to the next level. This document does not supersede any employee’s or citizen’s right to contact Board members directly. However, whenever a complaint is made directly to the Board as a whole or to a Board member as an individual, it will be referred to the administration for study and possible solution.

1. *On Matters Involving Instruction /Curriculum*

- a. Classroom Teacher
- b. Principal
- c. Superintendent
- d. Board of Education

2. *On Matters Involving Student Discipline*

- a. Classroom Teacher
- b. Assistant Principal
- c. Superintendent
- d. Board of Education

3. *On Matters Involving Athletics or Extra-Curricular Activity*

- a. Coach or Club Sponsor
- b. Athletic Director
- c. Principal (eligibility/student discipline)
- d. Superintendent
- e. Board of Education

4. *On Matters Involving Facilities /Grounds/Building*

- a. Facilities Directors
- b. Superintendent
- c. Board of Education

5. *On Matters Involving Transportation*

- a. Transportation Director
- b. Assistant Principal (for student discipline)
- c. Chief Financial Officer
- d. Superintendent
- e. Board of Education

- 6. *On Matters Involving Cafeteria and Food Service***
 - a. Food Service Director
 - b. Assistant Principal (for student discipline)
 - c. Chief Financial Officer
 - d. Superintendent
 - e. Board of Education

- 7. *On Matters Involving Student Health & Wellness***
 - a. School Nurse
 - b. Principal
 - c. Superintendent
 - d. Board of Education

- 8. *On Matters Involving Administration and All Other District Directors***
 - a. Superintendent
 - b. Board of Education

- 9. *On Matters Involving Superintendent***
 - a. Board of Education

PART II - EMPLOYMENT

A. Criminal Background Investigation

This is required prior to employment. Each applicant for employment in the school system shall authorize in writing a background investigation to determine if he or she has been convicted of certain criminal or drug offenses.

B. Employee Rights

Employees have certain rights guaranteed by the state and federal constitutions, state and federal statutes, or School Board Policy. Included are:

- 1) Title II of the Americans with Disabilities Act;
- 2) Title IV of the Education Amendments of 1972;
- 3) Section 504 of the Rehabilitation Act of 1973;
- 4) Claims of sexual harassment under the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, and Title IX of the Education Amendments of 1972; and
- 5) Family and Medical Leave Act.
- 6) Review Asbestos Report
- 7) National Origin/Immigration status

Copies of the above are on file in the Superintendent's Office.

Complaints should be filed in accordance with School Board Policy.

C. Employment At-Will –Initial Employment

Employment with the District is at-will, meaning that employment may be terminated by the District or the employee at any time, without restriction.

D. Immigration Investigation

All newly hired employees must complete an Immigration and Naturalization Service Form I-9 no later than three business days following their first working day.

E. Line and Staff Relations

Each employee is responsible to only one immediate supervisor. If this is not possible, the employee shall understand to whom he is responsible for which functions.

All matters of concern are to be communicated to the immediate supervisor, except in the most unusual situations.

F. Outside Employment – Conflict of Interest

Employees shall not engage in any other employment or in any private business during required work hours and additional times necessary to fulfill appropriate assigned duties. Work for the district must take precedence over other employment opportunities.

G. Overtime Compensation

Overtime compensation is consistent with the Fair Labor Standards Act, Board Policy and District Administrative Procedures.

H. Performance Evaluation

The supervisor of each full-time employee will complete each year a performance report for the employee in his/her area of responsibility. A copy shall be given to the employee and discussed with him/her. The original shall be signed by the employee and filed with the Superintendent. The supervisor of each part-time employee will complete, when appropriate, a performance report for the employee's record.

I. Seniority List

Each year a seniority list, by categories, shall be established for full-time educational support personnel. If the decision is made to reduce or eliminate educational support service, the seniority list shall determine the progression of dismissals.

J. Sexual Harassment (Employees)

The practice of sexual harassment is contrary to law and the policy of the school district. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when (1) submission to such conduct is made either explicitly or implicitly 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 of employment decisions affecting such individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Employees who engage in conduct, which constitutes sexual harassment, shall be subject to disciplinary action including termination for cause.

Any person who believes himself or her to be subject to sexual harassment may file a written complaint with the Superintendent who shall promptly conduct an investigation. The investigation may include interviews and hearings at which testimony is taken under oath. At the conclusion of the investigation and in no case later than 30 days from the filing of the complaint, the Superintendent shall make a written report of his conclusions and recommendations, which he may have drawn. In the event the person presenting the complaint is dissatisfied with the recommendation and conclusion of the Superintendent, an appeal may be taken to the Board of Education. An appeal shall be filed with the Board of Education by service at the Board office. The Board of Education shall uphold or reject the Superintendent's recommendations and conclusions within 30 days of the presentation of the appeal.

Nothing herein shall operate to affect any rights granted any person by other statutes.

The hearing shall commence by the district presenting through direct testimony and evidence those facts upon which the proposed action is based. In addition, the district shall present any portions of

the employee's record, which shall have bearing upon the proposed action. All testimony shall be under oath and shall be subject to cross-examination.

Following the presentation of the testimony and evidence in support of the proposed action, the employee shall have an opportunity to present testimony, evidence, and argument bearing upon the charge and the proposed action.

At the close of the evidence, or as promptly thereafter as may be practicable, the person conducting the hearing shall make a written decision, which shall include findings of fact upon which the decision is based.

K. Termination of Employment

- 1) Resignation - Employees shall provide two weeks notice of termination.
- 2) Involuntary termination - The School Board may terminate an at-will employee at any time, with or without cause.
- 3) Retirement - An employee planning to retire should notify his or her supervisor at least two months before the retirement date.

L. Recognition for Service

Upon retirement or death, employees who began IMRF participation prior to January 1, 2012, shall receive a single payment in the amount of one hundred (100) dollars for each year of service. In the event any recognition of service payment in conjunction with any retirement bonus (if applicable) would trigger a penalty or accelerated payment to IMRF, the recognition of service and/or the retirement bonus shall be reduced so that no penalty or accelerated payment is owed by the District. This recognition of service payment is not available to employees beginning IMRF participation January 1, 2012 or after. This payment shall be paid after 75 days from the last paycheck received by the employee for services rendered.

M. Time Schedules - Employment Year

1) TWELVE MONTH EMPLOYEES

These employees work daily (Monday through Friday) except holidays and earned vacation time.

On days when school is canceled due to emergency situations and certified personnel are not required to work; hourly employees will not be required to work. Emergency situations that would cause severe damage to the buildings, if certain personnel are not on duty, may require non-certified employees to work on holidays or when certified personnel are not required to work due to conditions.

Custodians and maintenance personnel work a forty (40) hour week.

Administrative office personnel work from 8:00 a.m. until 4:00 p.m. Summer hours may be adjusted at the discretion of the Superintendent.

2) **NINE AND ONE-HALF MONTH EMPLOYEES**

These employees begin five (5) working days prior to the beginning of the school calendar year; work the school calendar year, and five (5) working days after the close of the school year. The school calendar is defined by teacher work days which are equal to 180 days. Therefore, nine and one-half month employees work 190 days per year. A calendar to demonstrate the work schedule will be created annually by the Business Office.

On days when school is canceled due to emergency situations and certified personnel are not required to work; these employees will not be required to work.

3) **TEN-MONTH EMPLOYEES**

These employees begin ten (10) working days prior to the beginning of the school calendar year; work the school calendar year and ten (10) working days after the close of the school year. The school calendar is defined by teacher work days which are equal to 180 days. Therefore, ten month employees work 200 days per year. A calendar to demonstrate the work schedule will be created annually by the Business Office.

On days when school is canceled due to emergency situations and certified personnel are not required to work; these employees will not be required to work.

4) **SCHOOL YEAR EMPLOYEES**

These employees work the school calendar year unless otherwise specified. A calendar to demonstrate the work schedule for each discipline will be created annually by the Business Office.

5) **SUMMER EMPLOYMENT**

Employees who accept summer positions do not qualify for 12-month benefits. Summer employment does not extend a contract for 12 months since it is out of the regular school year category.

6) **HOURLY EMPLOYEES**

Hourly employees work as needed with the approval of the Supervisor or Superintendent.

7) **EMERGENCY DAYS**

Supervisors shall inform each employee whether he/she is needed during an emergency day.

8) **SUPERVISORY STAFF**

The work day and work year shall be similar to other personnel except that it is understood that supervisors are employed for specific tasks, and they are expected to work beyond the regular workday in order to accomplish such tasks when necessary.

N. Unemployment Benefits

Employees shall be ineligible for unemployment benefits during an established and customary vacation period or holiday recess, if the employee works in the period immediately before such times, and there is a reasonable assurance that the employee will work immediately after such time.

O. Workers' Compensation

Employees are protected against financial loss in case of injury, certain types of disease, or death incurred in an employment related situation under the provisions of the Illinois Workers' Compensation Act.

P. Full/ Part-time Employees

A full-time employee is an employee that works (12 months with 30 hours of work per week) or works 35/40 hours per week for nine months in same department.

Part-time employees work less than 35 hours per week.

To qualify for Illinois Municipal Retirement Fund (IMRF) an employee must work 600 hours per year.

To qualify for school hospitalization insurance, an employee must work 30 hours per week.

PART III – GENERAL INFORMATION

A. Retirement Bonus

The Board will provide a retirement bonus to Educational Support Staff who began IMRF participation prior to January 1, 2012, and retire into IMRF according to the following schedule:

| With Early Retirement Option Costs: | Without Early Retirement Option Cost: |
|--|--|
| 15 years within District-\$1,000 | 15 years within District - \$6,000 |
| 20 years within District-\$1,500 | 20 years within District - \$7,000 |
| 25 years within District-\$2,000 | 25 years within District - \$8,000 |
| 30 years within District-\$3,000 | 30 years within District - \$9,000 |

In the event any retirement bonus in conjunction with any recognition of service bonus would trigger a penalty or accelerated payment to IMRF, the retirement bonus and/or the recognition of service bonus shall be reduced so that no penalty or accelerated payment is owed by the District. This retirement bonus payment is not available to employees beginning IMRF participation January 1, 2012 or after. This payment shall be paid after 75 days from the last paycheck received by the employee for services rendered.

B. Asbestos Report

PUBLIC NOTIFICATION

This notice is to inform building occupants of the potential hazard and locations of asbestos containing materials. It has been determined by the Illinois Department of Public Health and the US Environmental Protection Agency that asbestos is a potential health hazard, and precautions should be taken to avoid disturbing any asbestos containing materials. Materials containing asbestos have been found in the New Berlin Jr./Sr. High School. Any evidence of disturbance or change in condition will be documented in the Management Plan as required by law. Cleaning and maintenance personnel who recognize the danger of asbestos are taking special precautions during their work to properly guard against disturbance of the asbestos containing materials. All asbestos containing materials are inspected and evaluated periodically and additional measures will be taken when needed to protect the health of building occupants. This information was distributed to all building occupants by:

Reliable Environmental Solutions, Inc.
4211 Westgate Dr.
Springfield, IL. 62711

C. Pesticide Notification Registration

District #16 has an Integrated Pest Management (IPM) Policy which incorporates building maintenance, sanitation, physical barriers and as a last resort, the most safe, effective means of pesticide. Although we have no intention of spraying or fogging with pesticides, in the unlikely event this is found to be necessary, we are creating a voluntary registration. By putting your name on this list, you are asking to be notified two days before an airborne pesticide application. In the event of an extreme emergency and pesticides must be used immediately, we will notify you as soon as possible. Contact the superintendent's office if you wish to be added to the registry.

D. Communicable and Chronic Infectious Disease

Employment in the District is contingent upon satisfactory results of a physical examination and freedom from communicable and chronic infectious disease in accordance with the law.

E. Conferences and Visitations

After application to, and with the approval of the Superintendent or his/her designee and the immediate supervisor, support staff members may be released with full pay to attend conventions, workshops, conferences, visit exemplary programs and participate in other work-related growth activities.

F. Credit Information

When credit information is requested by telephone, the only information that may be provided is verification of employment. If the request is by mail, information may be released with the written permission of the employee about whom the information is requested. An administrator must also sign the released material.

G. Gifts

Only those gifts, grants or donations deemed acceptable by the Board of Education shall be accepted and shall become the property of the school district.

Individual employees may not accept gifts or donations, which are related to their employment in the school district.

H. News Media Relations

Employees of the District should channel outgoing information to the media through the Superintendent's Office.

Employees of the District should not discuss District related topics with the Press without approval of the immediate supervisor.

I. Athletic Passes

Staff members shall use their staff ID as a pass to all school activities, with the exception of student money-making activities and tournament events. This will entitle employee and one guest admittance.

J. Political Activities

Employees have the right to engage in partisan political activities of their choice, but no employee shall engage in such activities during the hours of employment in the District.

K. Public Complaints

The complainant shall be encouraged to first bring the complaint to the employee concerned, and to the attention of the immediate supervisor. If the issue is not resolved, the complainant can refer the issue to the Superintendent. If the issue is still not resolved, the complainant may request a closed meeting of the School Board for the purpose of reviewing the Superintendent's decision.

L. Purchase of Goods, Services and Equipment

All such purchases must be made in accordance with school district procedures, which detail the purchasing, receiving, and disbursements of supplies, equipment and services.

M. School Equipment, Use of

School equipment must not be used for any purpose other than school use.

N. Solicitations

Solicitations for donations and sales in a school building are prohibited unless recommended by the Building Principal and approved by the Superintendent.

O. Tobacco, Drugs, Alcohol

All District workplaces are drug- and alcohol-free workplaces. All employees are prohibited from engaging in any of the following activities while on District premises or while performing work for the District:

1. Unlawful manufacture, dispensing, distribution, possession, or use of an illegal or controlled substance, or being under the influence of any illegal substance or any detectible use of any illegal substance regardless of when or where the use occurred.
2. Distribution, consumption, use, possession, or being under the influence of an alcoholic beverage; being present on District premises or while performing work for the District when alcohol consumption is detectible, regardless of when and/or where the use occurred.
3. Possession or use of medical cannabis.

An employee who violates this policy may be subject to disciplinary action, including termination. Alternatively, the School Board may require an employee to successfully complete an appropriate drug- or alcohol-abuse rehabilitation program.

The Board shall take disciplinary action with respect to an employee convicted of a drug offense in the workplace within 30 days after receiving notice of the conviction.

P. Vendor Relations

Employees shall have no pecuniary interest in the sale, proceeds, or benefits of any books, apparatus or furniture used or to be used in any school in the District.

Q. Lunch Program

School breakfast and lunch will be served daily and is available to all staff members. Meals should be paid for in advance either by check made payable to CUSD #16 or by credit card in the school office. Each staff member will be given a lunch card/ID which can be scanned by the computer. All accounts must have a positive balance at all times.

PART IV – HOLIDAYS, LEAVES, VACATIONS

A. Court Duty

The District shall pay full salary during the time an employee is on jury duty. An employee shall give the District a five day notice of impending jury duty, if possible. The District shall pay full salary during the time an employee serves as a witness upon trial or has his or her deposition taken in any school related matter pending in court.

Court duty remuneration, less mileage and meal expenses, shall be reimbursed to the District for those working days when the employee is on court duty.

B. Holidays

Full time, 12-month employees will be paid for but will not be required to work on the holidays listed below unless the holiday is waived in the official school calendar and considered a day of student attendance. In the event that the holiday is waived and used for student attendance, the full time, 12-month employee will be expected to work on that holiday and will be given an extra vacation day to use at another time, with approval of his/her supervisor, during the fiscal year. That extra vacation day will be allocated immediately following the waived holiday. Unless the District receives a waiver or modification of The School Code pursuant to Section 2-3.25g, allowing it to schedule school on a holiday listed below, District employees will not be required to work on the following holidays:

| | |
|--|------------------------|
| Day before New Year's | Labor Day |
| New Year's Day | Columbus Day |
| Martin Luther King Jr. Birthday | Veteran's Day |
| Abraham Lincoln's or President's Day | Thanksgiving Day |
| Casimir Pulaski's Birthday | Day after Thanksgiving |
| Good Friday | Day before Christmas |
| Memorial Day | Christmas Day |
| Juneteenth National Freedom Day | |
| Independence Day | |

If the Fourth of July falls on Saturday, the employee will take Friday as the holiday. If it falls on a Sunday, the employee will take Monday as the holiday.

In the case of an emergency or for the continued operation and maintenance of school facilities or property, the District may require non-certified school district employees to work on a legal school holiday.

Full time employees will be eligible for full day pay at their straight time rate, provided they meet the following requirements:

- 1) The employee must work within the payroll period during which the holiday occurs,
- 2) The employee must work the last scheduled working day before the holiday and the first

scheduled work day after the holiday, unless on approved vacation or approved personal leave. If a sick day is used, the employee must have a doctor's office notice.

C. Personal/Special Leave

First year employees will receive (1) personal day immediately upon employment. Employee will then be on a nine (9) month probation and receive a second personal day after four (4) months of employment accumulating two (2) personal days a year.

Employees shall be given two (2) personal leave days per year by the School Board subject to the following conditions:

- 1) Employees can accumulate to up to 4 days of personal leave. Any days not used in excess of 4 will be transferred to sick leave.
- 2) No reason need be given if **five working days** prior notice is given.
- 3) With **less than five working days** notice, written reason must be given to the immediate supervisor.
- 4) No days may be used immediately before or immediately after a holiday unless prior approval is granted by the immediate supervisor.
- 5) **There are times during the year when personal days may be denied by the supervisor/superintendent due to the amount of workload. Employees should have alternate dates for personal days planned. No more than two (2) employees may be gone at the same time in their department unless approved by the supervisor.**
- 6) Teachers' Aides must follow the guidelines listed above. In addition to the above, aides will also go by the guidelines listed below:
 - a) Personal Day requests must be made to appropriate principal forty-eight (48) hours in advance of the day for which the leave is requested.
 - b) No personal leave will be granted for an absence occurring the day before or after the following holidays: Thanksgiving, Christmas, Easter or during the first 5 student attendance days or last 5 student attendance days of the school year or a day on which semester tests are scheduled.
 - c) No more than 2 aides, district wide, may be granted personal leave on the same day.
- 7) All non-certified employees will be allowed to use Personal Time in hours instead of ½ or full day increments.

D. Religious Holidays

An employee may request time off to observe a religious holiday. The supervisor will make every effort to grant the request if the employee makes the request at least **five (5) working days** before the absence. The employee may use earned vacation time, holiday time or personal leave. The employee may elect deferred work consistent with the school district's operational needs.

E. Sick Leave

All non-certified employees will receive one (1) **sick day per month**, accumulating ten (10) days per year. Twelve-month employees will receive 13 days per year.

Employees (full or part-time) who are eligible to participate in IMRF under the 600 hour standard or other such IMRF standards shall be entitled to no less than ten (10) days sick leave at full pay each year. Part-time employees will receive sick day pay equivalent to their regular work day.

The following scale describes the “years of service” increases which are available to employees working 600 hours or 9 months as follows: (Employees with contracts exceeding 9 months will receive an additional day of sick leave for each additional month worked)

| | |
|--|---------|
| After 5 years of services..... | 11 days |
| After 10 years of service | 13 days |
| If 80 days are accumulated after 15 years of service | 15 days |
| If 110 days are accumulated after 20 years of service..... | 17 days |
| If 140 days are accumulated after 25 years of service..... | 20 days |

Sick leave benefits represent time accrued and available for absence from work due to personal illness, injury, or medical appointment. Pursuant to the Employee Sick Leave Act, a portion of the sick leave may be used for absences due to an illness, injury, or medical appointment of the employee’s child, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, or step-parent. The Superintendent and/or designee shall monitor the use of employee’s sick leave.

All non-certified employees will be allowed to use their Sick, Personal, and Vacation time in hours instead of ½ or full day increments.

After three (3) consecutive days absent for personal illness, or as may be deemed necessary in other cases, the employee may be required to furnish a note from the employee’s healthcare provider confirming the need for absence from work and providing information on an expected return date.

F. Leave of Absence

The District offers several different categories of leaves, including, but not necessarily limited to:

- Personal Leave of Absence
- Military Leave
- Family and Medical Leave

Because of the uniqueness of each type of leave, employees are directed to the Human Resources Director for any questions or for additional information.

There are some general guidelines that apply to all types of leave. All leaves of absence must be

requested and/or designated and approved in writing. Subject to any applicable legal standards, requests for some leaves of absence will be evaluated based on the employee's work record, length of service, and the District's operating needs. Misrepresenting reasons for applying for or receiving a leave of absence may result in disciplinary action up to and including termination of employment.

All leaves of absence are unpaid unless otherwise indicated or unless the employee qualifies for some other benefit. The District requires employees to first use accrued and applicable paid time off (including vacation time) during a period for which leave is requested. Paid time off shall be used in the order of sick leave, personal leave, and then vacation.

If required by federal or state law, the District will continue to provide health or other insurance that was provided the employee before the leave of absence and which is provided to other employees. During any leave of absence, employees remain responsible for the employee's share of the premiums and any dependent premiums for those insurance benefits. If the employee fails to pay his/her portion of the insurance premiums for three (3) consecutive months, the District will terminate coverage.

If the period of approved leave exceeds the available paid time off (sick, personal, and vacation), any length of service accrual and any benefits accrual will be suspended and will resume upon the employee's return to active employment with the District. Employees will not lose any length of service or accrued benefits because of time off work for an approved leave of absence in accordance with applicable law.

Employees on leave are required to keep the District's Human Resource Officer updated as to their status and intent to return to work. Employees are required to provide reasonable advance notice of the intended return to work date. If the leave of absence is for the employee's own serious medical condition, the District reserves the right to require a fitness for duty certification from the employee's treating healthcare provider before the employee returns to work.

Employees returning from an approved family and medical leave (granted pursuant to the FMLA) or other statutory leave, will be granted reinstatement according to the law's requirements. As to non-FMLA or other statutorily mandated leaves, an attempt will be made to return the employee to their same position or one of comparable pay and status unless business or other circumstances make it unreasonable or difficult to do so.

Leave of absence are subject to change at any time, either to meet operating needs of the District or to comply with any changes in law.

Failure to follow any requirements of the leave or to return to work following the expiration of the approved leave of absence will be considered voluntary resignation. All rights to reinstatement cease if the employee does not return to work at the end of the approved leave.

Employees may not use a leave of absence to work at another job without the express written consent of the Superintendent. Should this occur without permission, the employee will be subject to

discipline, up to and including termination.

Exceptions to any leave policy may be available to those qualified employees subject to the provisions of the Americans with Disabilities Act and the provisions of the Illinois Human Rights Act relating to pregnancy. Individuals with a disability or pregnancy related issue who wish to request an exception to this policy in order to accommodate a disability or pregnancy should contact the Human Resources Director for the District.

a. Personal Leave of Absence

Employees may request a personal leave of absence for a variety of personal reasons. Whether an employee is granted a personal leave will depend upon a variety of factors, including: job requirements, availability of a temporary replacement, projected ability of the District to return the employee to his/her position at the expiration of leave, and any other considerations that are relevant at the time.

Unless otherwise required by law, reinstatement following a personal leave of absence is not guaranteed. The District will attempt to place the returning employee in the former position or to one with comparable status and pay, however this is not guaranteed.

Unless other required by law, personal leaves of absences are limited to a one (1) month duration. Additional one (1) month time increments may be granted, but in no case may personal leave of absence extend beyond a total of six (6) months.

Whether to grant a personal leave of absence and whether to reinstate a returning employee to the same or similar position are matters left to the sole and sound discretion of the District.

b. Military Leave

Employees who are inducted into the U.S. Armed Forces or who are reserve members of the U.S. Armed Forces, will be granted leaves of absence for military service, training, or other obligations in compliance with state and federal laws. These employees may use accrued vacation time but are not required to do so.

At the conclusion of the leave, employees generally have a right to be reinstated to the same position held prior to the leave or to one with equivalent seniority, pay and benefits, so long as the employee has followed the legal requirements to qualify.

Employees should notify their immediate supervisors and the Human Resources Director as soon as they become aware of the military obligation.

c. Family and Medical Leave

FMLA allows eligible employees to take up to 12 work weeks unpaid, job protected leave in a

12-month period for the following reasons: the birth of a child; the placement with an employee of a child for adoption or foster care, first year care of a child following birth or placement for adoption or foster care, the need to care for a spouse, child, parent, or parent-in-law who has a serious health condition, an employee's own serious health condition, or a qualifying exigency arising as a result of a spouse, child, parent, or parent-in-law on active military duty or being notified of impending call or order to active duty in the Armed Forces.

FMLA allows eligible employees to take up to 26 work weeks of unpaid job projected leave in a 12-month period to care for a spouse, child, parent, parent-in-law, or next of kin who is a member of the Armed Forces who has a seriously injury or illness incurred by the service member in the line of active duty (military caregiver leave).

There may be times when the District becomes aware that an employee is or may be eligible for leave for an FMLA-qualifying reason and the employee has not requested FMLA leave. When this occurs, the District will notify the employee, detail the employee's responsibilities and explain any consequences for failing to meet those responsibilities. When the District has sufficient information to determine whether leave qualifies for FMLA coverage, it will notify the employee within five (5) business days (unless extenuating circumstances exist) of making that determination whether the leave is or is not designated as FMLA leave and the amount of leave that will be counted against the employee's entitlement.

Under the **Military Exigency Leave**, the District will grant a qualifying employee leave up to 12 weeks in a 12-month period because of "any qualifying exigency" arising out of the fact that the employee's spouse, son, daughter, or parent is on active duty, or has been notified of an impending call to active duty status, in support of a contingency operation.

A **qualifying exigency** is defined as follows:

- Short notice deployment of seven (7) or less calendar days prior to the date of deployment;
- Military events and related activities (in advance of and deployment, including family support assistance programs information briefings);
- Childcare and school activities (*e.g.*, to arrange for alternative childcare, provide childcare on an urgent, immediate need basis or to attend meetings at a school or daycare facility);
- Financial and legal arrangements (*e.g.*, to prepare and powers of attorney, enroll for military health care, or to prepare a will or living trust);
- Counseling (non-medical, for oneself, the service member, or a child of the service member);
- Rest and recuperation (up to five (5) days for each);
- Post-deployment activities (to attend ceremonies and briefings a period of 90 days or to address issues arising from the service member's death); and
- Additional activities agreed to by the District and employee.

Under the **Military Caregiver** provisions, the District will grant military caregiver leave to eligible employees for up to 26 weeks in a 12-month period to an eligible employee who is a spouse, son, daughter, parent, parent-in-law, 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, in order to care for the service member. **Next of kin** is defined as the nearest blood relative of a service member. **Serious illness or injury** is defined as one that renders the service member medically unfit to perform the duties of a member's military position. This **covered service member** is one who is undergoing medical treatment, recuperation, or therapy; is otherwise in outpatient status; or is otherwise on the temporary disability retired list due to the injury or illness. An eligible employee is entitled to this Military Caregiver Leave intermittently or continuously, but only during a single 12-month period. If you take this Military Caregiver Leave, any leave you have used of your 12-week allotment or other FMLA leave will be deducted from the 26-week period.

The 12-week or 26-week period is measured beginning on the first date the employee commences FMLA leave. The District recognizes the 12-month period as January 1 through December 31.

The District's policy requires the employee taking FMLA leave use accrued sick, personal, and vacation leave, depending on the circumstance, **concurrently** with the FMLA leave. This means that, under certain circumstances, an employee may receive pay for all or part of an approved FMLA leave. For example, if the employee required FMLA leave for a medical-related condition, the employee will be required to use all sick leave, then personal leave, and then vacation leave during the duration of the FMLA leave. If FMLA leave continues after exhausted of paid leave, then the FMLA leave will be unpaid.

To be eligible under this policy, the law requires that an employee must have been employed by the District for at least 12 months and have worked at least 1,250 hours during the 12-month period immediately preceding the leave. Under certain circumstances, leave may be taken all at once, intermittently, or on a reduced schedule basis. Arrangements should be discussed with the employee's supervisor and Human Resources Manager and additional documentation indicating the medical necessity may be required.

If both spouses are employed by the District, the total combined leave time may be limited to 12 weeks in a single 12-month period for the birth of a child or the placement of a child for adoption or foster care, to care for the employee's parent with a serious health condition, or because of a qualifying exigency related to military leave. However, each employee may use up to 12 weeks of FMLA leave during the 12-month period if the leave is to care for the employee's spouse or child with a serious health condition or for the employee's own serious health condition. If both spouses are employed by the District, they are limited to a combined total of 26 work weeks during the single 12-month period if leave is military caregiver leave or a combination of military caregiver leave and other family leave.

If the employee takes any leave covered by this FMLA policy, coverage under the District's group health insurance plan will be continued. During the FMLA leave, the employee will be responsible for his or her portion of the insurance premium just as if he or she were continuing on active employment. Vacation, sick, and personal time does not accrue during an unpaid

leave under this policy.

An employee who foresees the need for leave under the FMLA must notify his or her supervisor and the Human Resources Director in writing as early as possible. Such notice must be at least thirty (30) days in advance of the start of the planned leave, unless impracticable under the circumstances, in which case, the employee must provide written notice as early as the circumstances permit, generally within no more than two (2) days of learning of the need for leave.

If the requested leave is to care for a spouse, child, parent, or parent-in-law who has a serious health condition or to care for a covered service member, the employee may be required to file with the Human Resources Director, in a timely manner, a healthcare provider's certification providing information as to the condition, probable duration of the condition, and the medical facts regarding the condition. The District may request subsequent certifications during the course of the leave if circumstances warrant.

The District will ordinarily return an employee to the same position or to a position equivalent to the one held before the employee went on leave unless the employee is a "key employee." Although the job an employee returns to may not be identical, it will offer equivalent working conditions, pay, and benefits.

G. Unused Sick Leave

Employees who retire into the IMRF System will be paid an amount equal to \$5.00 per unused accumulated sick day up to a maximum of (240) days. Days used to purchase retirement years will not be reimbursed. Sick days accumulated past the (240) cannot be used for purchase of retirement years or reimbursement from the district. Only days granted in this school district will be reimbursed. This payment shall be paid after 75 days from the last paycheck received by the employee for services rendered.

H. Bereavement

Three (3) paid days will be granted for reason of bereavement for death of each immediate family member. These days will not be charged against the employee's sick leave or personal leave. "Immediate family" shall include parents (biological, step or adopted), spouse, domestic partners, brothers, sisters, children (biological, step, adopted, or foster), grandparents, grandchildren, parents-in-law, brothers and sisters-in-law, daughters-in-law, sons-in-law, grandparents-in-law, nieces, nephews, aunts, uncles, first cousins, legal guardians, and any legal dependent.

I. Vacation

After one (1) year of continuous employment, year-round employees shall be eligible for paid vacation days. Since the fiscal year runs from July 1 to June 30, vacation days are generally awarded on July 1 of each year according to the following schedule:

- After one (1) year continuous employment 10 working days
- After ten (10) years continuous employment 15 working days
- After fifteen (15) years continuous employment 17.5 working days
- After twenty (20) years continuous employment 20 working days

For those employees who begin employment on any day other than July 1, upon attaining their one-year anniversary, those employees will earn a pro-rated number of vacation days based on the number of months between their anniversary date and the start of the next fiscal year (July 1). The pro-ration will be based on a 10-day total number of vacation days. The above-schedule will commence therefore on the July 1 following the employee’s first full year of employment.

If someone starts working mid-year, they must work a full year before they receive any vacation days.

For instance, the employee starts working on February 1st. When February 1st of the next year comes around, he/she will receive 10 days of vacation.

When July 1 of that year comes around, he/she will receive pro-rated vacation days - .83 per month (10/12) for 5 months = 5 x .83 = 4.15 = 4 days.

After that, every July 1st he/she will receive the vacation days coming to them for that year:

- After 1 year – 10 days
- After 10 years – 15 days
- After 15 years – 17.5 days
- After 20 years – 20 days

Vacation days earned in one fiscal year must be used by the end of the following 15 months or the employee will lose them. Confidential/Supervisors may carry over vacation for 1 year & 6 months before losing it. Employees terminating their employment are entitled to remuneration for the amount of vacation earned to the date of termination, provided they have been in the employ of the District for at least one year. Vacation remuneration shall be paid only when employment is terminated by the action of the School Board or by a two week notice in writing by the employee.

Requests for vacation should be submitted to the employee’s supervisor for approval at least one (1) week in advance. Every effort will be made to meet the desires of the employee and the needs of the school system.

All non-certified employees will be allowed to use their Sick, Personal, and Vacation time in hours instead of ½ or full day increments.

There are times during the year when vacations may be denied by the supervisor/superintendent due to the amount of workload. Employees should have alternate dates for vacation planned.

PART V – SAFETY

A. Building and Grounds Safety

All personnel share in the responsibility for observing and reporting hazardous conditions in the buildings or on the playgrounds to their immediate supervisor. Custodians play a key role in this respect.

B. School Bus Safety

Students shall be provided with instruction in safe bus riding practices each school year. The instruction shall include operation and use of the emergency door, windows (as means of escape) and fire extinguishers.

C. Work Related Injury

1. REPORTING OF ACCIDENTS

Employees are responsible for reporting accidents that occur on-the-job to their supervisor immediately on the day of occurrence. **If the situation is not an emergency, the employee should report to the school nurse for evaluation.** The employee is responsible for immediately filing an accident report with the supervisor, nurse and the district office. **Should an employee need non-emergency medical attention under workman's compensation, the employee needs to contact the Business Manager prior to the medical visit for the appropriate information needed prior to treatment.**

In case of an emergency, please go to a hospital or doctor's office. Contact the Business Office as soon as possible following the visit.

PART VI – CLOCKING IN & OUT ON COMPUTERS

A. Procedures and policies

- 1) Each employee is responsible daily for the accuracy of their clocking in and out on the computer. Any changes or corrections made on your clocking in and out must be signed by the immediate supervisor.
- 2) The supervisor in each department will supervise clocking in and out when necessary. The supervisor will be allowed to adjust clocking in and out when necessary. All hourly employees will be required to use computers to clock in and out.
- 3) Only the individual employee can clock in or out. Clocking in or out for another employee is prohibited.
- 4) Employees are to clock in immediately before beginning work and immediately following the end of the scheduled work time. Failure to do so may result in pay loss as per recorded time sheets. Overtime must be approved by the supervisor.
- 5) A lunch break of at least 30 minutes must be clocked in and out. Employees are not allowed to skip lunch in order to leave early.
- 6) If an employee leaves during the day for reasons other than school related business, he/she should clock out and back in when they return and report it as personal/sick/vacation time.
- 7) **School Emergency Closings**-If an emergency day arises and it is a danger for the employee to remain at work, employees will be allowed to leave early and receive pay for the hours worked. No penalty regarding vacation or personal days will be given. If a non-emergency school situation or closing occurs and the superintendent allows offices to close, it is at the discretion of the employee's supervisor to determine whether employees are to stay or go home. Employees will be paid for the amount of time worked as directed by the supervisor.
- 8) **EMERGENCY NEEDS PAY FOR 12 MONTH EMPLOYEES –**
- 9) **12 month employees will receive regular pay for an emergency day when they are not required to work. If they are notified by their immediate supervisor to work, employees will be paid in addition for those hours. Supervisors will develop a rotation list for emergency days.**
- 10) **If a 12-month employee is notified by his/her immediate supervisor to work, employee will be paid overtime compensation in addition to the regular pay for those hours. Supervisors will develop a rotation list for emergency days.**
- 11) Without prior approval from a supervisor, no overtime will be paid.

B. General Information

Only the hours worked will be paid.

Only twelve (12) month employees will receive holiday pay.

There will be no changes made in the IMRF procedures unless the 600 hours of service is not received.

Insurance premiums and other payroll deductions will be made during the months the employees receive a paycheck. **Deductions for employees that work and are paid less than 12 months will be distributed evenly among the dates that they are paid. Should employment terminate, adjustments will be made for any balance due or refund and employee will be given written notice of the adjustment(s).**

All vehicles used for transportation of students must be kept at the garage. Drivers will be allowed to remain on the clock to complete all preparation for the bus routes. This includes maintaining the log, pre-trip inspection, fueling, cleaning, etc.

Acknowledgement Form

❖ I hereby acknowledge I have been made aware that the **District Policy Handbook** is available on the district's website and I have been instructed on how to access this site. Furthermore, I know how to access my **school's staff handbook**. I understand that I am responsible for reviewing these policies and will become familiar with all of the policies and will become familiar with all of the policies, which relate to my employment and will refer to these policies as needed.

❖ I hereby acknowledge I have made aware that the **Parent/Student Handbook (grades K-5) or the Student Handbook (grades 6 -8) and (9-12)** is available on the school website and I understand how to access the handbook. I understand that I am responsible for reviewing these policies and will become familiar with all of the policies, which relate to my employment and will refer to these policies as needed.

Instructional Resources - Telecommunications/Acceptable Use Policy

❖ I understand and will abide by the above **Acceptable Use Policy**. I understand that the District and/or its agents may access and monitor my use of the Internet, including my e-mail and downloaded material, without prior notice to me. I further understand that should I commit any violation, my access privileges may be revoked, and school disciplinary action and/or appropriate legal action may be taken. In consideration for using the District's electronic network connection and having access to public networks, I hereby release the School District and its Board members, employees, and agents from any claims and damages arising from my use of, or inability to use the Internet.

Employee Name (please print)

Employee Signature

Date