

The policy, Legal References, and footnotes are updated in response to 105 ILCS 5/13-2.5, amended by P.A. 98-691 and reverting text back to its pre-August 2014, **PRESS** Issue 86 version.

## **Educational Support Personnel**

### **Sick Days, Vacation, Holidays, Leaves, Attendance and Retirement**

This policy applies to all educational support personnel employees to the extent that it does not conflict with an individual employment contract or benefit plan. In the event a provision of this policy conflicts with an individual employment contract or benefit plan, such policy provision is severable and the individual agreement or benefit plan will control. To the extent this policy conflicts with an applicable employee handbook, this policy will control.

#### **Sick and Bereavement Leave**

Full **(12 month)** or part-time **(12 month)** educational support personnel who work at least 600 hours per year receive thirteen **(13)** paid sick leave days per year. **(Up to 3 of these days may be used as personal leave days per year.)** Part-time **(12 month)** employees will receive the leave pay equivalent to their regular workday. Unused sick leave shall accumulate to a maximum of **290** days, including the leave of the current year.

**Ten-month employees who work at least 600 hours per year will receive eleven (11) paid sick leave days per year. One (1) of these days may be used a personal leave day per year. However, 10-month employees who work less than eight (8) hours per day will receive sick leave pay based on the number of hours normally worked in their regular work day. In addition to the allotment of sick leave days above, on the first day on an employee's fifteenth (15<sup>th</sup>) year of continuous employment with the District, the employee will receive fifteen (15) paid sick leave days for the year (e.g., On the first day of a 12-month employee's fifteenth (15<sup>th</sup>) year of continuous employment with the District, s/he will receive the thirteen (13) paid sick leave days, as noted above, *plus* fifteen (15) paid sick leave days.) For an employee's sixteenth (16<sup>th</sup>) through twenty-fifth (25<sup>th</sup>) years of continuous employment with the District, the employee will receive one (1) sick leave day at the beginning of each year, in addition to the allotment of sick leave days above (e.g., On the first day of a 12-month employee's eighteenth (18<sup>th</sup>) year of continuous employment with the District, s/he will receive thirteen (13) paid sick leave days, as noted above *plus* one (1) sick leave day). Beginning on the first day of an employee's twenty-sixth (26<sup>th</sup>) year of continuous employment with the District, the employee will receive the thirteen (13) paid sick leave days as noted above).**

**If an employee resigns from District employment before completing the school term, then the employee's annual allotment of sick leave shall be pro-rated for that year. If the pro-ration results in the change of status of used sick leave from paid to unpaid, the District may deduct the money owed from the staff member's final paycheck.**

Sick leave is defined in State law as personal illness, quarantine at home, serious illness or death in the immediate family or household, or birth, adoption, or placement for adoption. The Superintendent and/or designee shall monitor the use of sick leave.

As a condition for paying sick leave after three (3) days absence for personal illness or thirty (30) days for birth, or as the Board or Superintendent deem necessary in other cases, the Board or Superintendent may require that the employee provide a certificate from: (1) a physician licensed in Illinois to practice medicine and surgery in all its branches, (2) a chiropractic physician licensed under the *Medical Practice Act*, (3) an advanced practice nurse who has a written collaborative agreement with a collaborating physician that authorizes the advanced practice nurse to perform health examinations by his or her supervising physician, (4) a physician assistant who has been delegated the authority to perform health examinations by his or her supervising physician, or (5) if the treatment is by prayer or spiritual means, a spiritual adviser or practitioner of the employee's faith. If the Board or Superintendent requires a certificate during a leave of less than three (3) days for personal illness, the District shall pay the expenses incurred by the employee to obtain the certificate.

The use of paid sick leave for adoption or placement for adoption is limited to thirty (30) days unless a longer leave is provided in an applicable collective bargaining agreement. The Superintendent may require that the employee provide evidence that the formal adoption process is underway.

#### **Good Attendance Bonus**

**Any employee who utilizes two (2) or less sick/personal leave days per year shall receive a stipend bonus of two hundred dollars (\$200). Any employee who utilizes more than two (2) and up to five (5) sick/personal leave days per year shall receive a stipend bonus of one hundred dollars (\$100). The Good Attendance Bonus will be paid by the next regularly scheduled payroll after the last day of the school term. Notwithstanding the above provision, employees taking leave pursuant to the *Family Medical Leave Act* shall not be penalized with regard to this bonus.**

#### **Vacation**

Vacation days will accrue on a fiscal year basis (July 1 – June 30) and shall be useable the following fiscal year. Full-time (12 month) employees hired before July 1 will accrue one (1) vacation day every twenty-six (260 working days until June 30 of that calendar year; however, vacation days accrued during that time will not become useable until July 1 of that calendar year.

#### **Vacation for Full-time (12 month) Employees Shall Accrue as Follows:**

<b>Full Years of Employment with the District</b>	<b>Number of Vacation Days Accrued for the Fiscal Year</b>
<b>1-2</b>	<b>10</b>
<b>3-4</b>	<b>11</b>
<b>5-6</b>	<b>12</b>
<b>7-8</b>	<b>13</b>

<b>9-10</b>	<b>14</b>
<b>11-12</b>	<b>15</b>
<b>13-14</b>	<b>16</b>
<b>15-16</b>	<b>17</b>
<b>17-18</b>	<b>18</b>
<b>19-20</b>	<b>19</b>
<b>More than 20</b>	<b>20</b>

Part-time (**12 month**) employees who regularly work at least twenty (20) hours per week are entitled to vacation days on the same basis as full-time employees, but the pay will be based on the employee's average number of hours worked per week during the last vacation accrual year.

**Vacation days cannot be taken in less than half (½) day increments. All vacation must be pre-approved by the building administrator.** The Superintendent will determine the procedure for requesting vacation.

Vacation days earned in one fiscal year must be used by the end of the following fiscal year; they do not accumulate. Employees resigning or whose employment is terminated are entitled to the monetary equivalent of all earned vacation.

#### Holidays

Unless the District has a waiver or modification of the *School Code* pursuant to Section 2-3.25g or 24-2(b) allowing it to schedule school on a holiday listed below, District employees will not be required to work on:

#### **Half (½) day New Year's Eve**

New Year's Day  
 Martin Luther King Jr.'s Birthday  
 Abraham Lincoln's Birthday  
 Casimir Pulaski's Birthday  
 Memorial Day  
 Independence Day

#### **Labor Day**

Columbus Day  
 Veteran's Day (**Note 1**)\*  
 Thanksgiving Day  
**Thanksgiving Friday**  
**Half (½) day Christmas Eve**  
 Christmas Day  
**Student Non-Attendance (Up to 2 days per school year)**

**\*Note 1: Veterans' Day when falling on a Saturday or Sunday, will be observed, if possible, on the first Teachers' Institute Day following Veterans' Day. If not possible, it will become a floating holiday which will be arranged with the building administrator.**

A holiday will not cause a deduction from an employee's time or compensation. The District may require employees to work on a school holiday during an emergency or for the continued operation and maintenance of facilities or property.

#### Personal Leave

Twelve month **employees who work at least 600 hours per year** may utilize up to **three (3)** sick leave days per year as personal leave days. **Ten-month employees who work at least 600 hours per**

**year may utilize one (1) personal leave day.** The use of a personal day is subject to the following conditions:

1. Except in cases of emergency or unavoidable situations, a personal leave request shall be submitted to the employee's building administrator at least three (3) days before the requested date.
2. No personal leave day may be used immediately before or immediately after a holiday, or during the first and/or last five (5) days of the school year, unless the Superintendent grants prior approval.
3. Personal leave may not be used in increments of less than one-half (1/2) day.
4. Personal leave is subject to any necessary replacement's availability.
5. Personal leave may not be used on an in-service training day and/or institute training days.
6. Personal leave may not be used when the employee's absence would create an undue hardship.

#### Leave to Serve as a Trustee of the Illinois Municipal Retirement Fund

Upon request, the Board will grant 20 days of paid leave of absence per year to a trustee of the Illinois Municipal Retirement Fund in accordance with 105 ILCS 5/24-6.3.

#### Other Leaves

Educational support personnel receive the following leaves on the same terms and conditions granted professional personnel in Board policy 5:250, *Leaves of Absence*:

1. Leaves for Service in the Military and General Assembly.
2. **Bereavement Leave**
3. School Visitation Leave.
4. Leaves for Victims of Domestic or Sexual Violence.

#### Retirement Bonus

**An employee with at least fifteen (15) full years of service, exclusive of any leaves, shall provide written notification of retirement to the Superintendent no sooner than one hundred twenty (120) days and no later than ninety (90) days prior to the last day of employment in the District. Upon the Board's acceptance of the retirement, the employee will be eligible to receive a bonus of \$500 for each full year of full-time service up to \$10,000.00. The bonus must be paid in full with the last regular payment of the employee's employment in the District.**

**The benefits set forth in this "Retirement Bonus" section shall be available only to employees employed in the District on or before December 31, 2011. These benefits will not be available to any employee hired on or after January 1, 2012.**

#### Buyback of Accrued Sick Leave

**Buyback of accrued sick leave at the following rate will be paid at the end of the employee's final year in the District:**

- Fifty dollars (\$50) per day for the first twenty-five (25) days, and
- Twenty-five dollars (\$25) per day for the next twenty-five (25) days.

LEGAL REF.: 20 ILCS 1805/30.1 et seq.  
105 ILCS 5/10-20.7b, 5/24-2, and 5/24-6.  
820 ILCS 147 and 180/.  
School Dist 151 v. ISBE, 507 N.E.2d 134 (Ill.App.1, 1987); Elder v. School Dist.  
No.127 1/2, 208 N.E.2d 423 (Ill.App.1, 1965).

CROSS REF.: 5:180 (Temporary Illness or Temporary Incapacity), 5:185 (Family and Medical Leave), 5:250 (Professional Personnel - Leaves of Absence)

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