DISCLAIMER

This Handbook is not an offer of employment or a contract. It is intended solely to provide employees a short description of the working conditions in the District. This Handbook is as complete as the Board of Education and/or its designee could reasonably make it. However, this Handbook is not all-inclusive, as unanticipated situations may arise during the course of your employment.

Nothing set forth in this Handbook should give an educational support personnel employee any reasonable expectation that this Handbook is an employment contract or that it in any way changes his/her status as an “at-will” employee. The personnel policies set forth in this Handbook are applied at the sole discretion of the Board of Education and/or its designee. The Board of Education and its designee reserve the right to withdraw, revoke, alter, or amend any or all of the information contained in this Handbook at any time, with or without prior notice to the employees.
## TABLE OF CONTENTS

### DISCLAIMER

1. C. Bereavement Leave

### TABLE OF CONTENTS

#### I. INTRODUCTION

4. D. Jury Duty

A. General Comments

4. E. Parental Leave

B. Mission Statement

4. F. Leave of Absence Without Pay

C. Hiring of Employees

4. G. Family and Medical Leave Act (FMLA)

D. Equal Opportunity Employer

5. H. Other Leaves of Absence

E. Code of Conduct

6. A. Wages

II. WORK SCHEDULE

7. B. Overtime

A. Work Week

7. C. Time Reporting

B. Work Schedule

7. D. College Tuition Reimbursement

C. Work Hours

9. E. Mileage Reimbursement

D. Attendance

9. F. Illinois Municipal Retirement Fund (IMRF)

E. Snow and Emergency Days

10. G. Withholdings from Paychecks

F. Meal Breaks

10. H. Parking Tags

G. Holidays

10. I. Solicitations

H. Vacation

11. L. General Complaints

III. SUMMARY OF EMPLOYEE BENEFITS

13. M. General Complaints

IV. INSURANCE AND OPTIONAL FINANCIAL BENEFITS

14. D. Vacancies

A. Health Insurance

14. E. Personnel Files

B. Group Term Life and AD&D Insurance

14. F. Notification of Change in Personal Information

C. Dental/Vision Insurance

14. G. Evaluation Procedures

D. Flexible Spending Accounts

14. H. Confidentiality of Information

E. 403(b) Retirement Savings Plan

15. I. Mandatory Reporting of Child Abuse and Neglect

F. Workers’ Compensation

15. J. Identification Badges

V. LEAVES OF ABSENCE

16. K. Parking Tags

A. Sick Leave

16. L. Solicitations

B. Personal Leave

17. M. General Complaints

VI. COMPENSATION

24.

A. Wages

24.

B. Overtime

24.

C. Time Reporting

24.

D. College Tuition Reimbursement

25.

E. Mileage Reimbursement

25.

F. Illinois Municipal Retirement Fund (IMRF)

25.

G. Withholdings from Paychecks

25.

VII. RULES AND REGULATIONS

26.

A. Job Duties

26.

B. Employee Training

26.

C. Assignments and Transfers

26.

V. LEAVES OF ABSENCE

16.

A. Sick Leave

16.

B. Personal Leave

17.
N. Harassment Prohibited 28
O. Acceptable Use of District's Electronic Network 31

VIII. EMPLOYEE CONDUCT 32
A. Personal Conduct 32
B. Appearance and Dress Code 32
C. Illegal Substances and Alcohol 32
D. Tobacco/E Cigarettes/Vaping 33
E. Ethics and Ban on Gifts 33

IX. EMPLOYEE DISCIPLINE 35
A. Grounds for Disciplinary Action 35
B. Suspensions 36
C. Dismissal 37

X. EMPLOYEE SEPARATION 38
A. Voluntary Resignation 38
B. Retirement 38
C. Reduction-in-Force (RIF) 39
D. Final Paycheck 41

ACKNOWLEDGEMENT OF RECEIPT 42
I. INTRODUCTION

A. General Comments

We are pleased to have you as an educational support personnel (ESP) employee of Lake Villa Community Consolidated School District No. 41 (the “District”). As a member of the District, you are an integral part of the District organization.

Through the efforts of all employees, the primary purpose of the District is to provide safe, efficient, and timely educational services to our students. We also strive to provide a fair and pleasant environment for our employees.

The purpose of this Handbook is to provide useful information, policies, and procedures that will help you understand how the District functions in relation to its ESP employees. All instructions other than those contained in this Handbook must come through your supervisor or building administrator.

Because changes are always occurring, the Board of Education reserves the right to alter, amend, and/or delete the information contained in this Handbook at any time, with or without prior notice to you, as circumstances dictate. New practices and policies may additionally be distributed to you through handouts, meetings, and notices on the bulletin board. However, your input and suggestions are encouraged and always welcome. An employee’s decision to continue employment with the District following receipt of this updated Handbook or any further revisions shall be deemed to continue the employee’s agreement with all such changes.

Many questions, complaints, and/or concerns are addressed by state law, federal law, and Board of Education policy. Contact your building administrator or the Personnel Specialist in the District Office for details.

Policies referred to in this Handbook are available in the District Office or on the District website (www.district41.org).

The Board of Education
Effective August 12, 2013

B. Mission Statement

Our mission is to achieve excellence by empowering and inspiring students to learn, lead, and serve.

1 Unless otherwise indicated, all references in this handbook to an “employee” means an ESP employee of District 41.
C. Hiring of Employees

To be considered for employment, all applicants must complete a District application form, which must include letters of reference. Each new employee must have the following items on file:

1. ESP Employment Application
2. Letter or evidence of licensure (for teacher aides and library aides)
3. Official college transcripts, if applicable
4. Statement of health (i.e., evidence of physical examination)
5. Acceptable criminal history records check results and checks of the Statewide Sex Offender Database and Statewide Child Murderer and Violent Offender Against Youth Database
6. Personal data form
7. Faith’s Law forms
8. Federal and state tax withholding forms
9. Employment eligibility form with copies of identification (I-9 form)
10. Acknowledgement of status as mandated reporter of child abuse or neglect
11. IMRF forms
12. Drug/alcohol policy acknowledgement
13. Internet use policy acknowledgement
14. Identity protection acknowledgement
15. Administrative procedure Fraud, Waste and Abuse Awareness acknowledgement
16. Publication of sale of instructional materials and computer programs developed by employees acknowledgement
17. Social Media Policy acknowledgement
18. Insurance/flexible benefit forms
19. Non-Certified Employees’ Handbook acknowledgement

Until an employee submits all required paperwork and it is executed and on file at the District administrative office, his/her paycheck may be held for pickup by the Personnel and Benefits Specialist.

D. Equal Opportunity Employer

It is the policy of the District to comply with all federal and Illinois employment laws. The District is an equal opportunity employer and does not discriminate on the bases of race; color; creed; religion; national origin; sex; sexual orientation; age; ancestry; martial status; arrest record; military status; order of protection status; unfavorable military discharge; citizenship status (provided the individual is authorized to work in the United States); use of lawful products while not at work; being a victim of domestic or sexual violence; genetic information; physical or mental handicap or disability (if otherwise able to perform the essential functions of the job with or without reasonable accommodation); childbirth, or related medical conditions; credit history, unless a satisfactory credit history is established bona fide occupational requirement of a particular position; or any other unlawful basis in the hiring, promotion, firing, pay or privileges of employment. Further, the District gives fair consideration to all qualified persons, and affords all our employees opportunities for advancement solely on the basis of their personal qualifications and abilities. Board Policy 5:10 may be found on the District’s website.
E. **Code of Conduct**

All employees of the District are expected to maintain high standards in their school relationships. The Board of Education expects that all employees will:

- Make the safety and welfare of students a priority concern of the District.
- Maintain just and courteous relationships with the Board of Education, students, parents, administrators, staff members, and others.
- Remain up-to-date in knowledge and development in their field of work.
- Transact all official business with the properly designated authorities of the District.
- Help to establish a friendly and cooperative relationship between the community and the District.
- Communicate constructively and professionally regarding suggestions for improvement of District operations.
- Follow procedures to ensure the proper use and protection of all District properties, equipment, and materials.
- Execute policy and directives in a positive manner.
II. WORK SCHEDULE

A. Work Week

A regular work week consists of five (5) days within a seven (7) day period beginning at 12:00 a.m. Sunday and ending at 11:59 p.m. Saturday.

B. Work Schedule

The Board of Education reserves the right, with prior notice, to change the work schedule for any ESP position from one year to the next.

1. 12-Month Position

The following 12-month positions are scheduled to work 260 days per year.

- Custodian - Part Time
- Director of Facilities
- Mechanical Maintenance Technician
- General Maintenance
- Executive Assistant - Superintendent/Board of Education
- Personnel and Benefits Specialist
- Financial Coordinator
- Administrative Assistant - District Office
- Director of Technology
- Technology Specialist

**Full-time 12-month employees** are regularly scheduled to work 8 hours per day/40 days per week.

**Part-time 12-month employees** are regularly scheduled to work less than 8 hours per day/40 hours per week.

Day shift General Maintenance shall be full-time 12-month employees and shall work 8 hours per day/40 hours per week on a schedule set by the Director of Facilities. Night shift custodians shall be part-time 12-month employees. Night shift custodians shall work a 4-hour shift at a minimum, which shift shall begin and end as set by the Director of Facilities.
2. **School-Year Positions**

The following positions are scheduled to work during the Board-approved school year, subject to the use of snow and emergency days, as follows:

- **Aides** 177 days* @ 7 hours per day/35 hours per week
- **Library Aides** 183 days* @ 7 hours per day/35 hours per week
- **Building Secretary “A”** 204 days* @ 8 hours per day/40 hours per week
- **Building Secretary “B”** 192 days* @ 8 hours per day/40 hours per week
- **Health Coordinator** 182 days* @ 7 hours per day/35 hours per week

* The actual work schedule is determined by the school calendar and the Superintendent or his/her designee.

**Full-time school-year employees** are regularly scheduled to work at least 7 hours per day/35 hours per week.

**Part-time school-year employees** are regularly scheduled to work less than 7 hours per day/35 hours per week.

The first day of work for school-year employees (except the Health Coordinator) shall be a non-pupil attendance day. After the District satisfies any minimum legal requirements to hold school on the last day of the school year, an employee may leave after completing all duties and receiving permission from the building principal or administrator, and he/she shall be paid a regular days’ pay for this last school year.

3. **Temporary Positions**

Temporary employees are defined as those who work only during school breaks or other short-term defined periods of time. Hours of employment will be established by the Superintendent or his/her designee. A temporary employee receives no benefits with his/her position.
C. Work Hours

All employees are expected to work their normal work day, as assigned by their immediate supervisor, and on occasion may be required to work past their normal work day in the event of:

1. Altered bus schedules,
2. Staff meetings, which shall be limited to no more than 30 minutes unless an emergency exists,
3. Scheduled appointments with parents or students,
4. Emergency situations that endanger student welfare or safety and require employees’ presence as determined by the Director of Business,
5. Required staff training, or
6. As required by their supervisor.

No employee may work more than 40 hours in any week without prior approval of the Superintendent or the employee’s immediate supervisor. A custodian may not work more than 40 hours in any week without the prior approval of the Director of Facilities and the principal of the building to which he/she is assigned. An employee who works in excess of 40 hours per week without prior approval* shall be subject to disciplinary action, up to and including dismissal.

*This requirement may be suspended in the event of a genuine emergency. However, the employee is expected to notify his/her supervisor as soon as possible under the circumstances.

D. Attendance

1. Perfect Attendance

The District values timely and consistent attendance of its employees as a means of minimizing disruption of services and avoiding unnecessary personnel costs. Therefore, any employee who has perfect attendance (i.e., no sick, personal, COVID or docked pay) shall receive a perfect attendance award of up to $700 ($200 per trimester, $100 first work day through last work day).

2. Absenteeism and Tardiness

Every employee is expected to report for work on time and remain on duty for his/her entire work schedule, unless an alteration to his/her schedule is approved in advance by his/her immediate supervisor or in the event of a medical emergency. Unless considered qualified leave under the Family and Medical Leave Act (“FMLA”), excessive absenteeism or tardiness will result in disciplinary action, up to and including dismissal. Procedures for reporting absences or tardiness are outlined in Section V.A.1. Upon his/her return to work, an employee who is absent for an assigned shift must provide documentation of an emergency to his/her supervisor and the Director of Business. Failure to provide such documentation shall result in the employee not being paid for the shift and shall subject the employee to disciplinary action, up to and including termination.
E. **Snow and Emergency Days**

In the event inclement weather or other emergency results in the cancellation of a school day, but District offices remain open, 12-month employees are expected to be present for their assigned shift if they can safely do so. Custodians are expected to be present for their assigned shift in such instances regardless of whether District offices are open. If an employee does not report to work on such a day, he or she must use a vacation day.

F. **Meal Breaks**

Full-time employees, part-time employees who work at least 7.5 continuous hours per day, and any temporary employee under the age of 16 who works at least 5 continuous hours per day shall receive an unpaid, duty-free meal break. The employee’s supervisor will inform him/her of the schedule to be followed.

G. **Holidays**

School-year employees shall not be required to work on holidays recognized on the school calendar, but shall not be paid for such days.

Each 12-month employee who is regularly scheduled to work at least 30 hours per week will be granted the day off, with pay, for the following holidays:

1. New Year’s Day
2. Martin Luther King, Jr. Day*
3. Lincoln’s Birthday or President’s Day*
4. Casimir Pulaski Day*
5. Non-Attendance Day Holiday (formerly Good Friday)*
6. Memorial Day*
7. Juneteenth*
8. Independence Day
9. Labor Day
10. Columbus Day*
11. Election Day
12. Veterans’ Day or the Wednesday before Thanksgiving, whichever is recognized on the Board-approved calendar for the school year*
13. Thanksgiving Day
14. Friday after Thanksgiving
15. Christmas Eve Day
16. Christmas Day

*These days shall only be treated as paid holidays if they are recognized as a day off on the school calendar.

In the event New Year’s Day, Independence Day, Christmas Eve or Christmas Day falls on a weekend, full-time 12-month employees will be granted a work day off. The day to be granted off will be determined by the Administration.
A part-time 12 month employee who is eligible for paid holidays, but who is not scheduled to work on the day recognized by the District as a holiday will receive holiday pay only. (E.g., If a part-time 12-month employee works Tuesday through Friday, and a particular holiday is recognized by the District on a Monday, the employee will not be granted a day off to be used at another time, but will receive an additional day of his/her regular pay for the Monday holiday.)

In the event of an emergency or to ensure the essential operation or maintenance of a school, the District reserves the right to require certain necessary employees to work on the above holidays. An employee scheduled to, or call in to, work on such holidays shall record his/her hours worked on such days and submit them to the District Payroll Specialist for payment. In these circumstances, the employee shall be paid his/her “holiday pay” plus his/her regular hourly rate of pay (i.e., double their regular rate).

H. Vacation

Vacation is granted to 12-month employees only. An employee must request his/her vacation through the AESOP system and must also obtain at least 7 days’ advance approval from his/her immediate supervisor. A custodian must request and obtain at least 7 days’ advance approval for vacation from both the principal of the building to which he/she is assigned and the Director of Facilities.

Additionally, to maintain the continued operation of the District during the summer break (i.e., after the last pupil attendance day and prior to the first pupil attendance day of the next school year), custodians must submit, by no later than May 15, requests for any vacation days to be used during summer break. If a custodian is eligible for 15 vacation days or more per year, he/she shall be required to use at least 5 vacation days during winter break or spring break. Depending on staffing levels, the District may refuse an employee’s vacation request. Full-time employees shall receive priority over part-time employees when considering multiple requests for vacation time on the same day.

12-month employees shall be entitled to vacation days as set forth below:

<table>
<thead>
<tr>
<th>12-month Full-Time* Employment as of July 1</th>
<th>Vacation Days Per Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 1 consecutive year completed</td>
<td>Prorated based on 10 days/year (not received until July 1)</td>
</tr>
<tr>
<td>1-5 consecutive years completed</td>
<td>10 days</td>
</tr>
<tr>
<td>6-10 consecutive years completed</td>
<td>15 days</td>
</tr>
<tr>
<td>11+ consecutive years completed</td>
<td>20 days</td>
</tr>
</tbody>
</table>

*For purposes of vacation allotment only, employees who were employed for at least 32 hours per week by July 1, 2013 will continue to be treated as full-time employees.

<table>
<thead>
<tr>
<th>12-month Part-Time* Employment as of July 1</th>
<th>Vacation Days Per Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 1 consecutive year completed</td>
<td>Prorated based on 5 days/year (not received until July 1)</td>
</tr>
</tbody>
</table>
1-5 consecutive years completed.................................................................5 days
6-10 consecutive years completed..............................................................7 days
11+ consecutive years completed..............................................................10 days

*Prior full-time employment will also be counted for part-time employees.

On July 1, 2014, vacation days shall be granted for the first time to eligible part-time employees. Prior years of part-time service shall be counted.

Each vacation day shall be equivalent to each employee’s normal work day. For example, a part-time 12-month employee who works 5-hour days and is in his/her third consecutive year of 12-month employment in the District would be entitled to five 5-hour vacation days, not five 8-hour vacation days.

For purposes of calculating years of employment in the District under this section, only current, consecutive years of 12-month service are counted. The District does not recognize years of school-year ESP service, years of temporary ESP service, or previous 12-month ESP service after a break in 12-month service.

In computing vacation, the period from July 1 through June 30 will be considered the working year. Vacation days will be awarded July 1.

Vacation days are not cumulative and must be used in the 12 month period (i.e. July 1-June 30) in which they are granted. No carryover of vacation days will be permitted unless approved prior to June 1 by the Superintendent. The District reserves the right to direct an employee to take vacation days at a specific time.

An employee who is on an authorized unpaid leave of absence for more than 15 work days in the same fiscal year (i.e. July 1 - June 30) shall not earn any additional vacation days during that period, and his/her upcoming vacation entitlement shall be prorated for the year.

Following the termination of employment, any employee who has any unused, earned vacation from the current year will be paid for those days.
III. SUMMARY OF EMPLOYEE BENEFITS

The Board of Education strives to make District41 an attractive place to work. In addition to offering a positive work environment and competitive compensation, the Board also offers eligible employees the following benefits:

1. Paid holidays (12-month employees regularly scheduled to work at least 30 hours per week)
2. Paid vacation (12-month employees)
3. Health insurance (school year and 12-month employees regularly scheduled to work at least 30 hours per week)
4. Group term life and AD&D insurance (school-year and 12-month employees regularly scheduled to work at least 30 hours per week)
5. Dental insurance available
6. Flexible Spending Account available
7. 403(b) Retirement Savings Plan available
8. Paid sick and personal leave (16 days), bereavement leave (3 days), jury duty, and certain parental leave (through use of accumulated sick leave days)
9. Leaves of absence (unpaid leave of absence, leave for service in the military, school visitation leave, leave for victims of domestic or sexual violence)
10. College tuition reimbursement
11. Mileage reimbursement for on-the-job travel
12. Illinois Municipal Retirement Fund (IMRF) retirement and disability benefits

See the applicable sections in this Handbook for more details on eligibility for each of these benefits.
IV. INSURANCE AND OPTIONAL FINANCIAL BENEFITS

A. Health Insurance

All school-year and 12-month employees who are regularly scheduled to work at least 30 hours per week and who are on the District’s permanent payroll are eligible to elect single coverage PPO health/major medical insurance. Employees are also eligible to elect employee +1 or family coverage according to the insurance benefits outlined in Exhibit A.

Employees may enroll in health insurance upon employment, during the annual enrollment in August (effective September 1), or upon another qualifying event. The selection of insurance carriers and the schedule of benefits to be provided are determined by the Board of Education. For further information, please contact the District Accounting/Payroll Benefits Specialist.

B. Group Term Life and AD&D Insurance

All school-year and 12-month employees who are regularly scheduled to work at least 30 hours per week for the school year or longer are covered under the District’s group term-life and accidental death and dismemberment insurance policy, in the amount of $50,000.00. However, the amount of group term life insurance may be reduced for employees who are 65 and older in accordance with the schedule of benefits established by the group term life insurance carrier.

Subject to the carrier’s requirements, full time 12-month employees who retire or who are on leave-of-absence may, at their own option and upon payment of the appropriate premium, continue under this Group Term Life and AD&D policy. For further information, please contact the Payroll/Benefits/Bookkeeping Specialist.

C. Dental and Vision Insurance

Eligible employees may enroll in a dental and/or vision insurance plan at their own expense. For further information, please contact the Payroll/Benefits/Bookkeeping Specialist.

D. Flexible Spending Accounts

The District offers two Flexible Spending Accounts (“FSA”), which allow an employee to elect to set aside a portion of his/her salary on a pre-tax basis for:

1. Health care expenses not reimbursed by his/her health insurance plan (e.g., co-pays and deductibles for medical, dental, prescription, and vision services); and/or
2. Dependent care expenses (e.g., daycare or adult care for an eligible dependent).

On an annual basis, employees will be offered the opportunity to enroll in either or both FSA and, subject to applicable legal and plan requirements, the employee shall determine the amount of his/her annual salary reduction. As the employee incurs qualifying expenses, the funds he/she elected to contribute to his/her FSA account(s) are then paid out as reimbursements. For further information, please contact the Payroll/Benefits/Bookkeeping Specialist.
E. 403(b) Retirement Savings Plan

The District offers employees the opportunity to enroll in a 403(b) retirement savings plan. Employees who elect to participate can make pre-tax contributions, through salary reductions, to investments selected by the employee. The tax on those contributions is deferred until the employee begins making withdrawals, at which time the employee is taxed on the withdrawals. For further information, please contact the Payroll/Benefits/Bookkeeping Specialist.

F. Workers’ Compensation

The District maintains workers’ compensation insurance for the protection of its employees. Subject to certain exceptions, the insurance provides medical care, disability benefits, and vocational rehabilitation to an employee who experiences a work-related injury or an occupational disease that arises out of and in the course of his/her employment.

Any employee who is injured while working must immediately, or as soon as feasible after the injury, inform his/her immediate supervisor or, if incapacitated, call a doctor or relative to notify his/her immediate supervisor. The employee (or his/her doctor or relative) must provide the following information to a Company Nurse Injury Hotline 1-855-921-9518 within 24 hours:

1. The date, time and location of the injury;

2. A description of the accident, injury, or disease, including whether a specific object or substance caused the harm;

3. The employee’s name, address, and telephone number; and

4. Any other information requested by the District representative.

Failure to report a compensable accident on a timely basis may result in a loss or delay in benefits and/or disciplinary action. The employee also must cooperate with the District in providing any additional information regarding the accident, injury, or disease and in participating in a District-directed medical examination, if requested.
V. LEAVES OF ABSENCE

A. Sick Leave

Under the Illinois School Code, employees who are scheduled to work the minimum 600 hour standard required for IMRF participation are entitled to paid sick leave benefits from the District. The law defines sick leave as personal illness, quarantine at home, serious illness or death in the immediate family or household, or birth, adoption or placement for adoption. For purposes of sick leave, the “immediate family” includes parents, spouse (including from same-sex marriage), brothers, sisters, children, grandparents, grandparents-in-law, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, domestic partners, and legal guardians.

Employees are granted up to 16 days of sick leave per year, which may be accumulated up to 240 days, plus the current year’s allocation. Such days are granted after the employees report for their first day of work (i.e., July 1 for 12 month employees and the first day of school for school-year employees). Employees who are hired or first report to work in the middle of the work year shall receive sick days prorated based on the number of days remaining in the work year.

Part-time employees who are scheduled to work at least 17.5 hours per week shall be granted sick leave commensurate with their daily schedule (e.g., an employee who is scheduled to work 4 hours per day shall receive 16 4-hour sick days per school year). School-year employees who have accumulated sick leave may only use it during the school year; school-year employees who also perform temporary work over the summer shall not be permitted to use their accumulated days during such temporary period.

1. Reporting an Absence or Late Arrival

If an employee anticipates a late arrival or is ill or injured and not able to be at work, he/she should enter the late arrival or absence in the AESOP system at least one hour prior to the start of the assignment, unless and emergency prevents the employee from providing such notice, in which case the employee shall call his/her supervisor as soon as possible and before his/her regularly scheduled start time. Upon the employee’s arrival to work, the employee will also be required to provide, to both the employee’s immediate supervisor and the Director of Business, documentation of the emergency that prevented the employee from reporting his/her absence. Each hour of absence will be deducted from accumulated leave or from wages if no leave remains. Sick leave shall be taken in no less than half-hour increments.

2. Certification of Need for Sick Leave

After 3 days absence for personal illness; 30 days for birth, adoption, or placement for adoption; or as may be deemed necessary in other cases, the employee may be required as a basis for pay to furnish a certificate from a physician licensed in Illinois to practice medicine and surgery in all of its branches, an advanced practice nurse who has a written agreement with a physician that authorizes the advanced practice nurse to perform health examinations, a physician assistant who has been authorized by his or her supervising
physician to perform health examinations, or a spiritual advisor or practitioner's certificate of treatment. For paid leave for adoption or placement for adoption, the school board may require that the employee provide evidence that the formal adoption process is underway, and such leave is limited to 30 days.

Following any surgical procedure, inpatient or outpatient, or a hospitalization for more than 24 hours, a medical release is needed to return to work.

B. Personal Leave

An employee may designate up to 3 of the 16 annual sick leave days granted to him/her as personal business days. Personal business shall be defined as a private business matter that cannot be conducted during non-school hours. Personal business days may not be used on institute days or the last day before or the first school day after a holiday or school recess. Personal leave may not be used in increments of less than half an hour. Any use of personal leave that does not meet these conditions is at the discretion of the Superintendent.

A request to use personal leave shall be made by entering the proposed leave date(s) in the AESOP system at least 3 days in advance, except that custodians shall make such advance requests directly to their building principal and the Director of Facilities. Approval of personal leave is subject to any necessary replacement availability. Personal leave will not be approved where the employee’s absence would create an undue hardship. Unused personal leave days accumulate as unpaid accumulated sick leave.

Employees are expected to fulfill their professional responsibilities by reporting for duty during the work year and may not elect to use unpaid “dock days” to extend vacations, holidays or other personal business. In extenuating circumstances, an employee may request permission of the Superintendent to use an unpaid dock day(s).

C. Bereavement Leave

All employees are allowed up to 3 bereavement days (per occurrence) due to the loss of a parent, spouse (including from same sex marriage), brother, sister, child, grandparent, grandparents-in-law, grandchild, parent-in-law, aunt, uncle, brother-in-law, sister-in-law, sons-in-law, daughters-in-law, niece, nephew, domestic partners and legal guardian. Requests for such leave shall be made through the AESOP system. Custodians shall also send an email request to the Director of Facilities. Each employee should indicate through AESOP the employee’s relationship to the family member for whom such leave is requested. It is expected the employee will only take as many bereavement days as are necessary under the circumstances.

D. Jury Duty

If an employee is called to jury duty, the employee shall notify his/her immediate supervisor and the Business Office as soon as possible and at least 5 days before he/she is to serve the jury duty. The employee will be paid his/her regular base salary during the time he/she is serving jury duty. Any monies received for jury duty other than meal money and transportation are to be remitted to
the Business Office. Failure to remit payment for jury service will result in the District deducting a day of sick/personal leave for each day of jury service.

E. Parental Leave

If approved by the Board of Education, an FMLA-eligible employee may be granted a short-term or long-term parental leave for the purposes of maternity/paternity leave or leave for the purpose of adoption.

An employee shall notify the Superintendent in writing of his/her request for a parental leave at least 60 days prior to such leave and shall be bound by such requested leave.

Short-term parental leave shall not exceed 6 weeks after the birth (8 weeks if delivery by Cesarean Section) or placement for adoption of the child. Long-term parental leave shall not exceed 12 months, including any period of short-term parental leave. Prior to commencing a long-term parental leave, the employee shall meet with the Director of Business to design an approved leave plan.

As long as paid sick leave otherwise would be available, an employee will be required to use sick days for parental absences. Any parental leave shall run concurrently with the employee’s FMLA leave.

Any parental leave may be terminated earlier or extended later than the previously agreed-upon plan based on an employee’s change in circumstances, provided the employee provides the District reasonable notice of the changed circumstances where foreseeable.

Upon return from parental leave, an employee shall be assigned to the same or similar position held prior to the leave, if such a position is available. An employee on parental leave shall notify the Superintendent in writing at least 45 calendar days before his/her intended return-to-work date of his/her intent to return from leave. For parental leave of less than 45 days, such written notification shall be provided to the Superintendent before the leave is granted.

All benefits to which the employee was entitled at the time parental leave commenced, including unused sick leave (less any sick leave days used as part of this leave), shall be restored upon return. However, an employee shall not earn or accumulate any new paid leave benefits while on such leave.

During any paid parental leave or leave that qualifies under the Family and Medical Leave Act, the Board of Education shall continue to pay its share of any group insurance premiums on behalf of the employee. During any other period of parental leave, and subject to approval by the insurance carriers, the employee may, at the employee’s request, continue to be covered under all group insurance, provided the employee shall remit the premiums due to the Board of Education.
F. Leave of Absence Without Pay

If approved by the Board of Education, a leave of absence of up to 6 months without pay or benefits may be granted to an employee for the purposes of:

1. Serious matters involving the health or well-being of an immediate family member;
2. Leaving for a period of study or student teaching; or
3. Other approved reasons, if the employee has exhausted all other leave.

An employee shall notify the Superintendent in writing of his/her request for an unpaid leave of absence at least 60 days prior to such leave and shall be bound by such requested leave. Prior to commencing an unpaid leave of absence, the employee shall meet with the Director of Business to design an approved leave plan.

Upon return from unpaid leave of absence, an employee shall be assigned to the same or similar position held prior to the leave, unless such position is eliminated by the Board through a reduction in force. Any and all benefits for which the employee is eligible shall be prorated upon his/her return.

G. Family and Medical Leave Act (FMLA)

The provisions of this leave Article shall be subject to Board Policy 5:185; regarding the Family and Medical Leave Act (FMLA), set forth below:

Leave Description

An eligible employee may use unpaid family and medical leave (FMLA leave), guaranteed by the federal Family and Medical Leave Act, for up to a combined total of 12 weeks each year, on a rolling 12 month period measured backward from the date an employee’s last leave ended.

During a single 12-month period, an eligible employee’s FMLA leave entitlement may be extended to a total of 26 weeks of unpaid leave to care for a covered servicemember (defined herein) with a serious injury or illness. The “single 12-month period” is measured forward from the date the employee’s first FMLA leave to care for the covered servicemember begins.

While FMLA leave is normally unpaid, the District will substitute an employee’s accrued compensatory time-off and/or paid leave for unpaid FMLA leave. All policies and rules regarding the use of paid leave apply when paid leave is substituted for unpaid FMLA leave. Any substitution of paid leave for unpaid FMLA leave will count against the employee’s FMLA leave entitlement. Use of FMLA shall not preclude the use of other applicable unpaid leave that will extend the employee’s leave beyond 12 weeks, provided that the use of FMLA leave shall not serve to extend such other unpaid leave. Any full workweek period during which the employee would not have been required to work, including summer break, winter break and spring break, is not counted against the employee’s FMLA leave entitlement.
FMLA leave is available in one or more of the following instances:

1. The birth and first-year care of a son or daughter.

2. The adoption or foster placement of a son or daughter, including absences from work that are necessary for the adoption or foster care to proceed and expiring at the end of the 12 month period beginning on the placement date.

3. The serious health condition of an employee's spouse, child, or parent.

4. The employee's own health condition that makes the employee unable to perform the functions of his or her job.

5. The existence of a qualifying exigency arising out of the fact that the employee’s spouse, child, or parent is a covered military member on active duty (or has been notified of an impending call or order to active duty) in support of a contingency operation. A “covered military member” must be either a member of a Reserve component or a retired member of the regular Armed Forces or Reserve. “Qualifying exigencies” exist in the following categories: short-notice deployment, military events and related activities, childcare and school activities, financial and legal arrangements, rest and recuperation, post-deployment activities, and additional activities as provided in the FMLA regulations.

6. To care for the employee’s spouse, child, parent, or next of kin who is a covered servicemember with a serious injury or illness. A “covered servicemember” is a member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty for which he or she is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list.

If eligible spouses are both employed by the District, they may together take only:

a. 12 weeks for FMLA leave when the reason for the leave is to care for a parent with a serious health condition; and

b. 26 weeks for FMLA leave when the reason for the leave is to care for a covered servicemember as outlined in Paragraph number 6 above.

In the event the reason for the leave is the birth or placement of a child as outlined in Paragraphs 1 and 2 above, if both eligible spouses are employed by the District, each spouse may elect to use his/her FMLA entitlement, so long as their leave is taken simultaneously.

An employee may be permitted to work on an intermittent or reduced-leave schedule in accordance with FMLA regulations.
Eligibility

To be eligible for FMLA leave, an employee must be employed at a worksite where at least 50 employees are employed within 75 miles. In addition, the following provision must describe the employee:

The employee has been employed by the District for at least 12 months and has been employed for at least 1,250 hours of service during the 12-month period immediately before the beginning of the leave. The 12 months an employee must have been employed by the District need to be consecutive. However, the District will not consider any period of previous employment that occurred more than 7 years before the date of the most recent hiring, except when the service break is due to National Guard or Reserve military service or when a written agreement exists concerning the District’s intention to rehire the employee.

Requesting Leave

If the need for the FMLA leave is foreseeable, an employee must provide the Superintendent or designee with at least 30 days advance notice before the leave is to begin. If 30 days’ advance notice is not practicable, the notice must be given as soon as practicable. The employee shall make a reasonable effort to schedule a planned medical treatment so as not to disrupt the District’s operations, subject to the approval of the health care provider administering the treatment. The employee shall provide at least verbal notice sufficient to make the Superintendent or designee aware that he or she needs FMLA leave, and the anticipated timing and duration of the leave. Failure to give the required notice for a foreseeable leave may result in a delay in granting the requested leave until at least 30 days after the date the employee provides notice.

Certification

Within 15 calendar days after the Superintendent or designee makes a request for certification for FMLA leave, an employee must provide one of the following:

1. When the leave is to care for the employee’s covered family member with a serious health condition, the employee must provide a certificate completed by the family member’s health care provider.

2. When the leave is due to the employee’s own serious health condition, the employee must provide a certificate completed by the employee’s health care provider.

3. When the leave is to care for a covered servicemember with a serious illness or injury; the employee must provide a certificate completed by an authorized health care provider for the covered servicemember.

4. When the leave is because of a qualified exigency, the employee must provide a copy of the covered military member’s active duty orders or other documentation issued by the military indicating that the military member is on active duty or call to active duty status in support of a contingency operation, and the dates of the covered military member’s active duty service.
The District may require an employee to obtain a second and third opinion at its expense when it has reason to doubt the validity of a medical certification.

The District may require recertification at reasonable intervals, but not more often than once every 30 days. Regardless of the length of time since the last request, the District may request recertification when the, (1) employee requests a leave extension, (2) circumstances described by the original certification change significantly, or (3) District receives information that casts doubt upon the continuing validity of the original certification. Recertification is at the employee’s expense and must be provided to the District within 15 calendar days after the request. The District may request recertification every 6 months in connection with any absence by an employee needing an intermittent or reduced schedule leave for conditions with a duration in excess of 6 months.

Failure to furnish a complete and sufficient certification on forms provided by the District may result in a denial of the leave request.

Continuation of Health Benefits

During FMLA leave, employees are entitled to continuation of health benefits that would have been provided if they were working. Any share of health plan premiums being paid by the employee before taking the leave, must continue to be paid by the employee during the FMLA leave. A District’s obligation to maintain health insurance coverage ceases if an employee’s premium payment is more than 30 days late and the District notifies the employee at least 15 days before coverage will cease.

Changed Circumstances and Intent to Return

An employee must provide the Superintendent or designee reasonable notice of changed circumstances (i.e., within 2 business days if the changed circumstances are foreseeable) that will alter the duration of the FMLA leave. The Superintendent or designee, taking into consideration all of the relevant facts and circumstances related to an individual’s leave situation, may ask an employee who has been on FMLA leave for 8 consecutive weeks whether he or she intends to return to work.

Return to Work

If returning from FMLA leave occasioned by the employee’s own serious health condition, the employee is required to obtain and present certification from the employee’s health care provider that he or she is able to resume work.

An employee returning from FMLA leave will be given an equivalent position to his or her position before the leave, subject to: (1) permissible limitations the District may impose as provided in the FMLA or implementing regulations, and (2) the District’s reassignment policies and practices.
Implementation

The Superintendent or designee shall ensure that: (1) all required notices and responses to leave requests are provided to employees in accordance with the FMLA; and (2) this policy is implemented in accordance with the FMLA. In the event of a conflict between the policy and the FMLA or its regulations, the latter shall control. The terms used in this policy shall be defined as in the FMLA regulations.

Other Leaves of Absence

Board Policy 5:330 outlines other types of leaves of absence for which employees may be eligible.
VI. COMPENSATION

A. Wages

The Board of Education will determine salary and wages for educational support personnel. Generally, any changes in salary and wages are approved by the Board of Education on an annual basis prior to the start of the District’s fiscal year (July 1).

Each 12-month and school-year employee will be paid over 12 months every other Friday, for a total of 26 pay periods. If the last day of the pay period is a holiday, payment will be made on the day preceding the holiday. All employees are paid by means of a check or direct deposit (“electronic fund transfer”) to the employee’s designated checking or savings account, as elected by the employee.

Employees who resign during the school year shall be paid for any outstanding amounts owed for the period of actual employment, prorated based on the number of days for that position. Conversely, if, after prorating such an employee’s pay, the District determines the employee has been overpaid, the employee shall be obligated to repay any such overpayment. Any amount due to the employees shall be paid at the end of the next regular pay period or as otherwise required by applicable state and federal law. Employees who are honorably dismissed as a result of a reduction-in-force shall be paid all earned compensation on or before the next regular pay date following their last day of employment.

Summer school employees shall not be permitted to utilize any accrued sick leave during the summer school term, and any absence during summer school will result in a corresponding deduction in pay.

Payment for all school year extra-duty assignments shall be added to the employee’s salary and shall be paid in the paycheck each pay period. All extra-duty assignments shall be paid on an hourly basis.

B. Overtime

An employee covered by the overtime provisions in Illinois or federal law shall receive payment at 1.5 times the employee’s regular hourly rate for any hours worked in excess of 40 in the same workweek. Time taken for holidays, vacation days, personal days, and jury duty days shall count as actual hours worked for purposes of determining eligibility for overtime, but sick days will not. Employees are not permitted to work or receive “come” time.

C. Time Reporting

Operation and Maintenance personnel and temporary employees are required to clock-in and out on a daily basis and turn in their time sheet to their immediate Supervisor/Administrator on the last day of the pay period.
Those 12-month, school year, and part-time employees covered by overtime provisions are required to submit accurate and complete timesheets of additional hours worked beyond the regular required hours, sign the timesheet and submit to the business office at the end of each pay period as required.

D. **College Tuition Reimbursement**

The Board of Education recognizes the value of continued education. Therefore, the Board of Education will reimburse employees for the cost of tuition for college courses, including graduate courses that have been preapproved by the Superintendent or designee, up to a maximum of $2,750 annually on a first-come first-served basis. This is based on the annual aggregate approved by the Board. By granting this reimbursement, the District does not guarantee any right to future employment in the District as a teacher or other certificated employee. Also, by accepting this reimbursement employees are not committing to work for the District in the future.

E. **Mileage Reimbursement**

Employees who are required to drive their personal vehicle to perform District-related business shall be reimbursed for their mileage at the prevailing IRS rate in effect at the time the mileage was accumulated, provided proper substantiation is submitted to and approved by the Business Office.

F. **Illinois Municipal Retirement Fund (IMRF)**

Illinois Municipal Retirement Fund is compulsory for all employees regularly scheduled to work 600 hours or more annually. A tax-deferred contribution is made by the employee and a separate amount is contributed by the District. The IMRF is established under Illinois statute to provide a program of retirement annuity, disability, and death benefits to eligible members. All deductions from the employee’s pay will be in accordance with the laws of the State of Illinois. An IMRF member handbook is available at the District Office and online.

G. **Withholdings from Paychecks**

Contributions for Social Security and Medicare, amounts elected to be withheld as part of a Flexible Spending Account, income tax deductions, and any other withholdings required by law or authorized by the employee are deducted from each employee’s paycheck.
VII. RULES AND REGULATIONS

A. Job Duties

Job descriptions are reviewed and updated as needed and are subject to change.

B. Employee Training

Employees are expected to participate in job-related training as directed by the Superintendent or their immediate supervisor.

C. Assignments and Transfers

The Superintendent or designee determines all assignments and transfers of employees.

D. Vacancies

Employees will receive email notification to their District account of vacancies and may apply for new/vacant positions in the District. Additionally, vacancy announcements will be posted on the District’s website or outside publications. Vacant positions do not include an opening resulting from redeployment of staff due to a reduction-in-force or any short-term or substitute position of less than 60 days’ duration.

E. Personnel Files

Except for any documents exempt from disclosure under applicable state and federal law, an employee may request to review his/her personnel file and may respond in writing to documents in the file. Any such written response shall become a part of the file. An employee who wishes to review his/her personnel file must schedule an appointment, during non-working hours, at least 5 business days in advance. The District will grant such requests at least 2 times per calendar year when these requests are made at reasonable intervals.

Except as may otherwise be required by law, disclosure of performance evaluations under the Illinois Freedom of Information Act is prohibited.

F. Notification of Change in Personal Information

An employee is required to notify the Personnel Specialist in the event of a change in his/her name, address, telephone number, marital status, etc.

G. Evaluation Procedures

Each employee will be evaluated by his/her immediate supervisor at least once each year. The evaluator shall furnish the employee with a copy of the formal evaluation report and review it with him/her.
Each employee is required to sign his/her evaluation report. An employee’s signature does not necessarily signify approval with the contents of the evaluation. It merely indicates the document has been reviewed by the employee. If the employee feels the evaluation report is incomplete, inaccurate or unjust, he/she may submit objections in writing to be attached to the formal evaluation report.

The evaluation report notwithstanding, District supervisors continually evaluate employees informally and may provide periodic feedback verbally, by memo, or in any other manner appropriate to the situation.

H. Confidentiality of Information

During the course of employment, an employee may have access to information that is regarded as confidential by law. In particular, much of the information concerning students’ grades, discipline, health, special needs, etc., is required to be maintained in a confidential manner.

Employees who have access to confidential District information are prohibited from disclosing such information unless necessary in the performance of their job duties. In addition to certain student record information, confidential information includes personnel records and information discussed by the Board in executive session. Disclosure of confidential information shall be considered gross insubordination and may constitute grounds for termination from employment.

I. Mandatory Reporting of Child Abuse and Neglect

As required under Illinois law and Board Policy 5:90, any employee who has reasonable cause to believe a student may be an abused or neglected child shall immediately report the situation or cause a report to be made to the Illinois Department of Children and Family Services (“DCFS”). The employee must also promptly notify the Superintendent or building Principal that a report has been made.

J. Identification Badges

Staff ID badges are for security purposes so District staff can be identified easily within the buildings and so any individuals who do not belong in the building can be identified quickly and easily. Staff ID’s also provide access to District buildings, which are secure.

Employees must:

1. Wear their ID badges (with the photograph visible) at all times while in any District building;

2. Know where their ID badges are at all times and keep them secure, even while off-duty, as they grant access to secure District buildings;

3. Not deface their ID badges (e.g., no stickers, pins, or unofficial pictures); and
4. Report any lost ID badges immediately to the Personnel and Benefits Specialist (ext. 15023) or Director of Facilities (ext. 15110).

K. Parking Tags

Employees parking on District grounds must keep a District-issued parking tag visible on the dash or hanging from the rearview mirror within their car at all times.

L. Solicitations

Board policy 5:140 prohibits employees from soliciting donations or sales on school grounds without proper approval from the Superintendent or designee.

M. General Complaints

Complaints that are not based on harassment or that are not otherwise addressed in Board Policy 2:260, Uniform Grievance Procedure, should be brought first to the employee’s immediate supervisor. If the complaint is not resolved to the satisfaction of the employee by his or her immediate supervisor, the employee may submit his or her complaint, in writing, to the Superintendent. The Superintendent will take any action the Superintendent deems appropriate.

N. Harassment Prohibited

It is unlawful and against Board of Education policy (Policy 5:20) for any employee, parent, contractor, or any other individual on District property or at a school-sponsored activity with the District’s permission to discriminate against or harass an employee on the basis of the employee’s (or an individual with whom the employee associates) race, color, creed, sex, religion, age, national origin, sexual orientation, ancestry, marital status, physical or mental disability, military status, victim of domestic or sexual violence status, arrest record, order of protection status, citizenship status provided the individual is authorized to work in the United States, use of lawful products while not at work (provided such use does not impair the employee’s ability to perform the employee’s assigned duties), genetic information, or unfavorable discharge from military service. The District does not condone and will not tolerate any unlawful harassment. The District will take direct and immediate action to prevent such behavior and to remedy all reported instances of unlawful harassment.

1. Prohibited Conduct

Statutory Prohibitions: Harassment on the basis of one’s race, color, creed, sex, religion, age, national origin, sexual orientation, ancestry, citizenship, marital status, physical or mental disability, military status, victim of domestic or sexual violence status, arrest record, order of protection status, citizenship status provided the individual is authorized to work in the United States, use of lawful products while not at work, genetic information, or unfavorable discharge from military service (or of those with whom the employee associates) may constitute discrimination in the terms and conditions of employment, and as such, may violate Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Rehabilitation Act of 1973, the Americans with Disabilities Act, the
Illinois Human Rights Act, the Immigration Reform and Control Act of 1986, or other applicable federal or state law.

**Harassment:** Unwelcome conduct may constitute harassment if it is directed at another individual on the basis of that individual’s status as a member of, or association with, one of the protected groups listed above and has the purpose or effect of substantially interfering with the employee’s professional performance or creating a hostile, intimidating or offensive working environment.

**Sexual Harassment:** Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when: (1) submissions to such conduct is made either explicitly or implicitly a term or condition of an individual’s employment; or (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of substantially interfering with an individual’s work performance or creating an intimidating, hostile, or offensive working environment.

**Retaliation:** Retaliating against an employee for resisting or reporting any harassment or for participating in an investigation or testifying regarding a claim of harassment is also prohibited activity or conduct. Retaliation may include, but is not limited to retaliatory discipline, change of work assignments or refusal to cooperate or discuss work-related matters.

**Other:** Intentionally pressuring or intimidating another employee with respect to a claim of harassment, or falsely denying, lying about or otherwise covering up or attempting to cover up any behavior described in Board Policy 5:20 is prohibited conduct and will subject the employee to discipline. Also, an employee who is found to have knowingly filed a false or frivolous complaint shall be subject to discipline, up to and including discharge. However, a complaint shall not be considered false and frivolous solely because it is not proven, provided it was made in good faith.

2. **Employee Responsibilities**

**District Supervisory Personnel:** Shall be responsible for preventing and correcting any acts of unlawful harassment or retaliation, and are further required to assist District personnel in following the procedures described in Board Policy 5:20. Such supervisory responsibilities shall include, but not be limited to, the following: (a) monitoring the work environment on a regular basis for signs that unlawful harassment may be occurring; (b) counseling employees on the types of prohibited behavior, and the District’s procedures for reporting and resolving complaints of unlawful harassment; (c) stopping any observed acts that may be considered inappropriate and taking necessary steps to intervene, whether or not the involved employee(s) are within his/her direct line of supervision; (d) taking immediate action to limit, to the extent possible, the work contact between employees involved in a complaint of unlawful harassment, pending investigation; and (e) assisting any employee of the District who makes a complaint of unlawful harassment in documenting the incident and filing a complaint with the District’s Nondiscrimination Coordinators.
District Employees: Shall be responsible for assisting in the prevention and correction of any and all unlawful harassment through the following acts: (a) refraining from participation in, or encouragement of actions that may be viewed as harassment; (b) making a prompt report of any acts believed to be unlawful harassment to a supervisor - regardless of whether such acts are directed at or merely witnessed by the employee; and (c) assisting any employee who confides that he/she is being harassed by encouraging that person to report the incident to a supervisor.

3. Reporting a Complaint

Any District employee who is determined, after an investigation, to have engaged in inappropriate behavior will be subject to disciplinary action, up to and including discharge. Aggrieved persons who feel comfortable doing so should directly inform the person engaging in harassing conduct or communication that such conduct or communication is offensive and must stop.

Employees should report claims of harassment to the Nondiscrimination Coordinator and/or use Board Policy 2:260, Uniform Grievance Procedure (for those types of claims listed in Board Policy 2:260) or the general complaint procedure listed in Section M above (for any type of claim not listed in Board Policy 2:260). Employees may choose to report to a person of the employee’s same sex. Initiating a complaint of harassment shall not adversely affect the complaint’s employment, compensation, or work assignments. There are no express time limits for initiating complaints and grievances under Board Policy 5:20; however, every effort should be made to file such complaints as soon as possible, while facts are known and potential witnesses are available.

4. Whom to Contact with a Report or Complaint

The District’s Nondiscrimination Coordinator is:
Dr. Ann Scully
Director of Student Services
131 McKinley Avenue
Lake Villa, Illinois 60046
(847) 356-2385 ext. 15010

The District’s Complaint Managers are:
Dr. Ann Scully
Director of Student Services
131 McKinley Avenue
Lake Villa, Illinois 60046
(847) 356-2385 ext. 15010

Dr. Vic Wight
Asst. Supt. of Teaching & Learning
131 McKinley Avenue
Lake Villa, Illinois 60046
(847) 356-2385 ext. 15040
O. Acceptable Use of District’s Electronic Network

1. Acceptable Use

All use of the District’s electronic network must be (1) in support of education and/or research, and be in furtherance of the Board of Education’s stated goal, or (2) for a legitimate school business purpose. Use is a privilege, not a right. The District has complete access to any data stored in, transmitted by, or entered into its electronic network. Therefore, employees have no legitimate expectation of privacy in any material that is stored, transmitted, or received via the District’s electronic network or District computers. General rules for behavior and communications apply when using electronic networks. The District’s Authorization for Electronic Network Access contains the appropriate uses, ethics, and protocol. Electronic communications and downloaded material, including files deleted from a user’s account but not erased, may be monitored or read by school officials.

2. Internet Safety

Each District computer with Internet access has a filtering device that blocks entry to visual depictions that are (1) obscene, (2) pornographic, or (3) harmful or inappropriate for students, as defined by federal law and as determined by the Superintendent or designee. The Superintendent or designee enforces the use of such filtering devices. An administrator, supervisor, or other authorized person may disable the filtering device for bona fide research or other lawful purpose, provided the person receives prior permission from the system’s administrator.

3. Authorization for Electronic Network Access

Each employee must sign the District’s Authorization for Electronic Network Access as a condition for using the District’s electronic network. All users of the District’s computers to access the Internet shall maintain the confidentiality of student records. Reasonable measures to protect against unreasonable access shall be taken before confidential student information is loaded onto the network.

The failure of any employee to follow the terms of the Authorization for Electronic Network Access or Board Policy 6:236 will result in the loss of privileges, disciplinary action, and/or appropriate legal action.
VIII. EMPLOYEE CONDUCT

A. Personal Conduct

All District employees are expected to maintain high standards in their school relationships, to demonstrate integrity and honesty, to be considerate and cooperative, and to maintain professional and appropriate relationships with students, parents, staff members, and others.

B. Appearance and Dress Code

All employees are expected to dress in a professional manner. Clothing should be neat, clean, in good repair, and appropriate to the position held and/or for the school environment.

Custodians are required to wear steel-toed boots and district-provided uniform shirts. Reimbursement of $75 will be paid annually by the district for protective footwear or $150 every two years for one good pair. Personal protective equipment (i.e., eyewear, hardhats, masks, and safety gloves) shall be worn when dictated by the duties performed.

C. Illegal Substances and Alcohol

All District 41 workplaces are drug and alcohol-free workplaces as required under Illinois and federal law. All employees are prohibited from:

1. Unlawful manufacture, dispensing, distribution, possession, use, or being under the influence of a controlled substance while on District premises or while performing work for the District, and

2. Distribution, consumption, use, possession, or being under the influence of alcohol while on District premises or while performing work for the District.

For purposes of this section, a controlled substance means a substance that is: (1) not legally obtainable; (2) being used in a manner different than prescribed; (3) legally obtainable, but has not been legally obtained; or (4) referenced in federal or state controlled substance acts.

As a condition of employment, each employee shall: (1) abide by the terms of Board Policy 5:50; and (2) notify his/her supervisor of his/her conviction under any criminal drug statute for a violation occurring on District premises or while performing work for the District, no later than 5 calendar days after such a conviction. The Board of Education shall take disciplinary action with respect to an employee convicted of a drug offense in the workplace within 30 days after receiving notice of conviction. However, nothing shall prevent the District from taking disciplinary action prior to any such conviction if it determines a violation of this policy has occurred.

An employee who violates this Policy may be subject to disciplinary action, up to and including termination. Alternatively, the Board may require an employee to successfully complete an appropriate drug or alcohol-abuse, employee-assistance rehabilitation program. Should District employees be engaged in the performance of work under a federal contract or grant, or under a State contract or grant of $5,000 or more, the Superintendent shall notify the appropriate State or
federal agency from which the District receives contract or grant monies of the employees conviction within 10 days after receiving notice of the conviction.

D. Tobacco/E-cigarettes/Vaping

Employees are prohibited from smoking or using tobacco/e-cigarettes/vaping in District buildings or anywhere on District grounds or while performing work for the District at a school even regardless of the event’s location.

E. Ethics and Ban on Gifts

1. Prohibited Political Activity

No employee shall intentionally perform any “political activity” during any “compensated time,” as those terms are defined in Board Policy 2:105. The term “prohibited political activity” includes, but is not limited to: (a) preparing for political rallies/meetings/demonstrations; (b) soliciting contributions; (c) selling tickets for a political fundraiser; (d) assisting at the polls on Election Day; (e) soliciting votes or signatures for a candidate or for or against any referendum question; (f) distributing, preparing or mailing campaign literature, campaign signs, or campaign material on behalf of a candidate or for or against any referendum question; or, (g) managing or working on a campaign or for or against any referendum question. With respect to employees whose hours are not fixed, “compensated time” includes any period of time when the employee is executing his or her official duties, regardless of location.

No employee shall intentionally use any District property or resources in connection with any political activity.

At no time shall any Board member or employee intentionally require any employee to perform any political activity (a) as part of that employee’s duties, (b) as a condition of employment, or (c) during any compensated time off, such as holidays, vacation or personal time off.

No employee shall be required at any time to participate in any political activity in consideration for that employee being awarded additional compensation or any benefit, whether in the form of a salary adjustment, bonus, compensatory time off, continued employment or otherwise. Nor shall any employee be awarded additional compensation or any benefit in consideration of his/her participation in any political activity.

An employee may engage in activities that: (a) are otherwise appropriate as part of his/her official duties; or (b) are undertaken by the individual on a voluntary basis that are not prohibited by Board Policy 2:105.

2. Limitations on Receiving Gifts

Except as permitted by Board Policy 2:105, no employee and no spouse of or immediate family member living with an employee shall intentionally solicit or accept any “gift” from any “prohibited source,” as those terms are defined in Board Policy 2:105, or that is
otherwise prohibited by law or policy. The term “gift” means any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including but not limited to cash, food and drink, and honoraria for speaking engagements related to or attributable to government employment or the official position of a Board member or employee. The term “prohibited source” includes, but is not limited to, a person or entity who: (1) is seeking official action by a Board member or employee; (2) does business or seeks to do business with an employee; (3) conducts activities regulated by an employee; or (4) has an interest that may be substantially affected by the performance of the official duties of an employee. No prohibited source shall intentionally offer or make a gift that violets Board Policy 2:105.

3. **Outside Employment and Conflict of Interest**

No District employee shall be directly or indirectly interested in any contract, work, or business of the District, or in the sale of any article by or to the District except when the employee is the author or developer of instructional materials listed with the State Board of Education and adopted for use by the Board. An employee having an interest in instructional materials must file an annual statement with the Board Secretary.

For the purpose of acquiring profit or personal gain, no employee shall act as an agent of the District nor shall an employee act as an agent of any business with any transaction with the District.

Employees shall not engage in any other employment or in any private business during regular working hours or at such other times as are necessary to fulfill appropriate assigned duties.
IX. EMPLOYEE DISCIPLINE

A. Grounds for Disciplinary Action

Employees are expected to comply with the policies of the Board of Education, federal and Illinois laws and mandates, and District rules and regulations. In general, any employee’s actions, the consequence of which might result in harm to the District or its employees, or which interferes or tends to interfere with the rights or property of the District or its employees, may subject the employee to disciplinary action.

The following rules are intended to provide a general guide to the type of conduct that may be considered sufficient grounds for disciplinary action or termination from employment. However, these rules are not exhaustive, and an employee may be subject to disciplinary action for offenses not listed here. The disciplinary action, ranging from reprimand to immediate discharge, will depend upon the circumstances of each case, including, but not limited to, the seriousness of the offense, the surrounding circumstances, and the prior work record of the employee involved. Repeated violations of these rules may result in discharge even where separate offenses might be considered minor.

An employee who commits or attempts to commit any of the following will be subject to disciplinary action:

1. Excessive absenteeism, tardiness, leaving work before the end of the established work day or during working hours without permission;

2. Working overtime without prior approval;

3. Engaging in inappropriate, unsuitable conduct or harassing behavior, including the use of profanity or abusive language in the presence of students, supervisors, employees, or any persons associated with the District;

4. Participating in outside employment or activities that interfere with regular working hours or productivity;

5. Failing to obtain and maintain satisfactory productivity and quality of work;

6. Failing to comply with safety rules and common safety practices, or performing work in an unsafe manner;

7. Failing to properly report an injury or accident or falsely claiming injury;

8. Falsifying records or reports;

9. Willfully, deliberately, or continually violating or disregarding District rules and regulations;
10. Making or receiving excessive personal telephone calls, emails, text messages, or other forms of electronic communication on working time (as defined by interfering with work as determined by supervisor);

11. Failure to provide prior notice if unable to report to work;

12. Unauthorized commitment of District funds, resources, and facilities;

13. Failure to maintain confidentiality as required under the District’s confidentiality statement and policies;

14. Misuse, abuse, theft, deliberate destruction, or unauthorized use of District, student, or employee property, tools, equipment, or supplies;

15. Making disparaging statements or spreading rumors that might harm the reputation of employees, students, parents, or the District;

16. Violation of the District’s Acceptable Use Policy for its electronic network;

17. Failure to file required reports on a timely basis;

18. Insubordination, refusal, or failure to obey instructions of a supervisor;

19. Drinking, smoking, vaping, possessing or selling alcoholic beverages, controlled substances, or tobacco products on District premises at any time, or working or reporting to work under the influence of alcohol or controlled substances;

20. Possession of weapons or firearms in District buildings;

21. Disorderly conduct on District property such as threatening, insulting or abusing any employee, student, parent or supervisor or fighting or attempting bodily injury of another;

22. Tampering with, altering, or otherwise improperly influencing standardized tests or results; or

23. Any other act deemed detrimental to the District.

B. Suspensions

The Superintendent is authorized to suspend an employee without pay as a disciplinary measure or during an investigation into allegations of misconduct or pending a dismissal hearing whenever, in the Superintendent’s judgment, the employee’s presence is detrimental to the District.

An employee shall be required to repay to the District all compensation and the value of all benefits received by the employee during a paid suspension related to conduct that ultimately results in a criminal conviction.
C. **Dismissal**

As at-will employees, ESP employees may be dismissed for reasons other than honorable dismissal at any time and for any reason, subject to Illinois and federal law.
X. EMPLOYEE SEPARATION

A. Voluntary Resignation

An employee who wishes to resign in good standing from employment with the District is required to:

1. Provide at least 2 weeks’ prior notice of resignation by notifying his/her immediate supervisor in writing, with signature, stating the reasons for his/her resignation;

2. Complete the District’s separation form and any other documents required for future communication with the departing employee; and

3. Participate in an “exit interview” with the Personnel Specialist.

If an employee fails to give at least 2 weeks’ advance notice of resignation, complete the separation form(s) the District will not provide references to prospective employers and/or will advise prospective employers that the employee failed to provide 2 weeks’ notice or to comply with departure procedures, as applicable.

If the Superintendent believes it would be beneficial to the District, he/she may determine to implement the resigning employee’s resignation effective immediately. If the Superintendent implements an immediate resignation and the employee is resigning on good terms, the District will pay the employee’s final 2 weeks’ pay.

B. Retirement

When an employee retires from the District, he/she is required to:

1. Provide at least 2 months’ prior notice of resignation by notifying his/her immediate supervisor in writing, with signature (Board Policy 5:290);

2. Complete the District’s separation form and any other documents required for future communications with the departing employee; and

3. Participates in an “exit interview” with the Personnel Specialist.

Upon retirement from the District, any employee who has contributed to IMRF may submit up to 240 accumulated unused sick days to IMRF.
C. **Reduction-in-Force (RIF)**

1. **Calculation of Seniority**

   Seniority shall be defined as the length of continuous service within a category of position, as defined below:

   - Custodian
   - Director of Facilities
   - Administrative Assistant - Superintendent/Board of Education
   - Administrative Assistant - Building
   - Administrative Assistant - District Office
   - General Maintenance
   - Mechanical Maintenance Technician
   - Personnel Specialist
   - Payroll/Benefits/Bookkeeping Specialist
   - Paraprofessional
   - Clerk - Health
   - Health Coordinator/Attendance Secretary
   - Playground Supervisor

   Seniority shall begin to accrue on the first working day in such a category of position. Part-time employees shall accrue seniority on a prorated basis, based on their proportionate full-time equivalency. If an employee transfers from one category of position to another category of position, the employee’s seniority from his/her former category shall be applied to his/her new category only; he/she shall not retain any seniority rights in his/her former category.

   In the event two or more employees began their continuous service within a category of position on the same date, then seniority shall be determined by reference to the following tie-breakers:

   1. Total years of full-time service within the category (regardless of whether continuous) and, if there continues to be a tie;

   2. Total years of full-time or part-time service within the category (regardless of whether continuous) and, if there continues to be a tie;

   3. Total years of continuous service in the District and, if there continues to be a tie;

   4. Order listed on Board agenda from date of hire, with first name listed having greater seniority.
Continuous service shall be interrupted by resignation, retirement, termination, or honorable dismissal (i.e., RIF), except if the employee returns to continuous service (i.e., revokes his/her resignation or is recalled) without missing any days of regularly-scheduled duty for his/her position.

2. Seniority List

Annually, by February 1, a seniority list shall be prepared and posted in multiple locations in the District. The list shall be divided by category of position as defined in this section, and shall show the names of employees in order of their seniority within each category.

Employees shall have 10 work days from the date the seniority list is posted to file written objections with the Superintendent or designee to the information shown on the list, including the employee’s category or seniority ranking. If any objections are made during the objection period, the administration shall consider the objection and, if necessary, revise and re-post a finalized seniority list. The failure of an employee to make a specific, timely objection shall be deemed an acceptance of the seniority ranking and shall prohibit any subsequent challenges to seniority until the posting of a seniority list in the following school year.

3. Reduction in Force (RIF)

In its sole discretion, the Board may determine to decrease the number of employees or to discontinue some particular type of service (i.e., “reduction-in-force”). Any employee who is removed or dismissed, or whose hours are reduced, as a result of a reduction-in-force shall be given written notice as set forth in the School Code.

Except as provided below, written notice will be given to the employee by certified mail, return receipt requested, at least 30 days before the employee is removed or dismissed, or his/her hours are reduced, together with a statement of honorable dismissal and the reason therefore applicable. If an employee is removed or dismissed because the District is entering into a contract with a third party for non-instructional services, said employee shall be given written notice at least 90 days before the third-party contract becomes effective. If an employee’s hours are reduced as a result of an unforeseen reduction in the student population, then the employee shall be given written notice at least 5 days before the hours are reduced.

Should the Board determine to decrease the number of ESP’s employed or to discontinue some particular type of educational support service (“reduction-in-force”), the Board shall dismiss first the employee with the least seniority within the respective category of position, provided the employee with greater seniority is qualified to hold the position of the employee with less seniority. In determining an employee’s qualifications for purposes of reduction-in-force, the Board shall consider any statutory or regulatory employment prerequisites and the specific skills required for the position as determined by the District in its policies, rules, regulations, or job descriptions.
4. Recall

If the Board has any vacancies in the District within the period prescribed by law, the positions thereby becoming available within a specific category of position shall be tendered first to honorably dismissed employees from that category of position, in order of seniority, so far as they are qualified to hold such position, and then to honorably dismissed employees from all other categories of position, in order of seniority, so far as they are qualified to hold such position.

To be eligible for recall, the honorably dismissed employee must provide the Board, prior to the last day of employment, with written notification of the address and telephone number where the employee may be reached. The employee must notify the Board in writing, within 10 calendar days of mailing or within 5 calendar days of receipt of the offer, whichever occurs first, of the acceptance or rejection of any vacant position offered to the employee during the recall period. An employee’s failure to notify the District of acceptance shall constitute a rejection of the offered position. Any employee who rejects an offer of a vacant position shall be deemed to have waived his or her recall rights and will no longer be eligible for any other vacancy becoming available during the remainder of the recall period. The terms “vacant position” and “vacancy” shall not include any short-term or substitute positions of less than 60 working days’ duration.

Any employee recalled during the statutory recall period shall retain his/her accrued rights and all accumulated seniority; however, any period after the honorable dismissal during which the employee did not work for the District shall not be counted towards seniority.

D. Final Paycheck

An employee’s final paycheck will be adjusted for any unused, earned vacation credit and for any amounts still owed as part of the computer-buy-program. Any employee who leaves the District will receive his/her final pay at the end of the next regular pay period or as otherwise required by applicable state and federal law.

An employee who resigned without giving 2 weeks’ advance notice should contact the Personnel Specialist to discuss arrangements to receive his/her final paycheck. In some circumstances, this final pay will be issued in the form of an actual check, rather than a notice of direct deposit.
ACKNOWLEDGEMENT OF RECEIPT

I acknowledge I have received a copy of, read, and fully understood the Lake Villa Community Consolidated School District No. 41 Educational Support Personnel Employees Handbook, dated September 23, 2013 and revised July 7, 2023.

I understand it is my responsibility to become familiar with District policies and procedures that concern my employment, whether referenced in this Handbook or not. I understand this Handbook is not all-inclusive or comprehensive and constitutes only a summary of a portion of Board of Education policies and administrative procedures governing the District. If I have any questions about any Board of Education policy, administrative procedure, or Handbook provision during my employment in the District, I agree I will seek clarification from the Director of Business.

I understand neither this Handbook nor any Board of Education policy of administrative procedure - including any written or oral statement contradicting, modifying, interpreting, explaining, or clarifying any provision of any of these documents - is intended to create an employment contract, either express or implied, or change my status as an “at-will” employee.

I understand this Handbook supersedes all prior versions and further understand the policies, benefits, and rules contained in this Handbook may be withdrawn, revoked, altered, or amended at any time, with or without advance notice.

I understand and agree to comply with all provisions of this Handbook and any and all other policies, procedures, rules, and guidelines of the District. I further understand my violation of this Handbook or any policy, procedure, rule, or guideline may result in disciplinary action, up to and including dismissal.

_________________________________________
Employee’s Printed Name

_________________________________________
Employee’s Signature

_________________________________________
Date: