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# Educational Support Personnel Handbook

## **Mission Statement:**

*The Mission of School District 34 is to inspire a passion for learning that empowers all students to achieve **personal excellence**.*

Antioch Community Consolidated School District 34  
964 Spafford Street  
Antioch, IL 60002  
[www.antioch34.com](http://www.antioch34.com)



Inspiring personal excellence

July 2019

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## Antioch District 34 Building Directory

Updated: July 2019

### **Antioch #34 Administrative Services Center**

**Superintendent: Dr. Jay Marino**

964 Spafford Street

Antioch, IL 60002

(847) 838-8401

**Director for Teaching and Learning: Kristina Guntharp**

**Chief Financial Officer: Cheryl Wadsworth**

**Administrator for the Integration of Teaching, Learning, and Technology: Adam Sax**

**Director of Student Services: Ann Scully**

**Human Resources Manager: Jason Feldman**

### **Mary K. McNeill Early Learning Center**

**Coordinator: Susan Harkins**

Grades: Pre-K

817 N. Main Street

Antioch, IL 60002

(847) 838-8901

**Secretary: Valerie Browne**

### **Antioch Upper Grade School**

**Principal: Joe Koeune**

**Asst. Principal: Eric Dohrmann**

**Asst. Principal: Jodi Salata**

**Asst. Principal: Josh Coon**

Grades: 6 – 8

800 Highview Drive

Antioch, IL 60002

(847) 838-8301.

**Secretaries: Cindy Baba, Marcia Jerina,**

**Susan Baird and Dawn Rychtanek**

### **Hillcrest Elementary School**

**Principal: David Shepherd**

**Asst. Principal: Holly Kaprosy**

Grades: K - 5

433 Depot Street

Antioch, IL 60002

(847) 838-8001

**Secretaries: Lori Debevec , Dana Lawrence,**

**Bev Thompson and Jane Doty**

### **Oakland Elementary School**

**Principal: Jim Cieciva**

**Asst. Principal: Lauren Bauer**

Grades: K – 5

22018 W. Grass Lake Road

Antioch, IL 60002

(847) 838-8601

**Secretaries: Janice Chrapla, Deb Sorby, and**

**Kathleen Martinez**

### **W.C. Petty Elementary School**

**Principal: Joanna Gerritsen**

**Asst. Principal: Angelena Colon**

Grades: K - 5

850 Highview Drive

Antioch, IL 60002

(847) 838-8101

**Secretaries: Sue Abramson, Theresa Geer**

### **Operations/Transportation**

**Operations Manager: Bill Schenk**

**Transportation Manager: Mary Holsinger**

830 Highview Drive

Antioch, IL 60002

(847) 838-8388

**Secretary: Susan Renick**

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## Introduction

Antioch Consolidated Community School District 34 welcomes you as an employee in our school district. We believe the quality of our personnel is one of the most important factors in providing a quality education for the students of our community. You were selected, as an employee because we believe the knowledge and skills you possess will assist our school system in meeting its mission. This handbook is designed to inform you of the normal employment policies, procedures and work rules of the school district for all Educational Support Personnel. Nothing in this handbook shall be deemed to create contractual or legally enforceable rights. The policies, procedures and rules set forth in this handbook are not meant to be read narrowly, but rather to act as general guidelines that provide a framework for day-to-day practices. The Board or Administration may change or revoke the provisions of this handbook, with or without prior notice to employees. To the extent that an occurrence arises which is not governed by any of the policies or provisions set forth herein, the Administration may exercise discretion to resolve the matter.

## Educational Support Personnel

Employees of the Board of Education who are not required to hold a Professional Educator License are termed Educational Support Personnel (ESP). Educational Support Personnel support the instructional program with their performance in responsible roles such as secretaries, aides, clerks, custodians, maintenance, food service and transportation. For the purpose of this Handbook bus drivers are not considered Educational Support Personnel. District employment is at-will, meaning that employment may be terminated by the District at any time, for any reason or no reason at all.

## Paraprofessional

The No Child Left Behind Act (NCLB) requires that only *highly qualified staff* (as defined by NCLB) be employed by the school district, which means that all persons serving as paraprofessionals must have an Educator License w/Stipulations from the Illinois State Board of Education (ISBE) or a valid Illinois Professional Educator License. All paraprofessionals providing any type of instructional support (computer lab aides, library aides, study hall aides, teacher aides, special education aides, etc.) must be in compliance with the criteria and have an Educator License w/Stipulations from ISBE on file in our district

Antioch District 34 is unable to employ paraprofessionals without the necessary ISBE Licensure. If we do not receive your paraprofessional Educator License w/Stipulations within 60 days of your date of hire, then your continued employment with the District will be in jeopardy.

## Ethics

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 relationships with students, parents, staff members and others.

## Partnership

District 34 is committed to a process of dialogue with members of the Educational Support Personnel. When issues arise of concern to ESP, Human Resources should be contacted. Human Resources will confer with the Superintendent and any other staff members deemed appropriate in order to resolve issues in a timely manner.

## Equal Employment Opportunity (Bd. Policy 5:20)

The District shall provide equal employment opportunities to all persons regardless of their race, color, religion, creed, national origin, sex, age, ancestry, marital status, sexual orientation, arrest record, military status, or unfavorable military discharge, citizenship status, use of lawful products while not at work, physical or mental handicap or disability, if otherwise able to perform the essential functions of the job with reasonable accommodation, and other legally protected categories.

Persons who believe they have not received equal employment opportunities should report their claims to the Nondiscrimination Coordinator and/or Complaint Manager for the Uniform Grievance Policy. Initiating a complaint shall not adversely affect the complaint's terms or conditions of employment. For more information, please see Board Policy 5:20 and Board Policy 2:260

## Work Week

Employees are considered full-time if they work 30 or more hours per week. Specific work hours at each location will vary with responsibilities and must be authorized by the supervising administrator.

## Overtime

Employees are not to work any additional hours unless specifically requested and authorized by their supervising administrator. Time worked in excess of forty (40) hours per week will be paid at a rate of time and one-half. Holidays, unpaid lunchtime and any paid/unpaid leave, such as sick days or vacation, do not count as time worked. District policy regarding overtime is governed by the Fair Labor Standards Act (FLSA).

## Lunch Periods

Each day, full-time employees shall have a minimum duty-free lunch break equivalent to thirty (30) minutes (unpaid). Employees who work fewer than 30 hours per week may be granted a lunch period at the discretion of their supervisor. The employee and supervisor shall mutually agree upon lunch times.

## Work Year

The standard workweek shall be Monday through Friday. For each job category, the district office will develop a work year calendar annually.

## Personal Attire

It is believed that proper dress by employees is in the best interest of Antioch School District #34. Not only does professional dress have a positive impact upon activities at the building level, but it also contributes to a positive community view of the district and its schools.

During the hours when school is in session, employees shall dress in a manner which reflects a professional image, setting forth good standards which students may follow, and aids maintenance of respect, discipline, health and safety in the classroom. Clothing and grooming should be appropriate to the assignment of the employee. The District recognizes that the interpretation of this policy takes into consideration a reasonable degree of self-expression.

If a building administrator believes that an employee's attire is inappropriate, the administrator will ask the employee to change that clothing as soon as possible. Continued violation of these guidelines will lead to a system of progressive discipline of the employee involved.

### **Guidelines:**

This list should not be considered all-inclusive, but the following examples are provided to give guidance to employees in the area of professional attire.

Examples of inappropriate attire may include:

- See through or bare-midriff blouses, tops that allow part of the stomach to show when arms are raised
- Tank tops, halter tops, low-cut tops
- Shorts, skorts, or skirts that expose upper thigh
- Skirts with slits that expose upper thigh area
- Jogging or sweat suits (except for Physical Education staff)
- Jeans (exceptions may be made at the building level for casual Fridays, certain field trips, and other activities that lend themselves to such attire)
- T-shirts or sweatshirts
- Articles of clothing with vulgar, suggestive, or indecent writing or pictures
- Articles of clothing that make reference to alcohol, drugs, or bars

## Additional Responsibilities

Educational Support Personnel shall attend work-related meetings when directed and notified by their supervisor.

## Salary Rates/Ranges

Salary rates/ranges will be established for each job category.

## Salary Adjustments

The fiscal year is from July 1 to June 30. Recommendations for salary adjustments are made at the beginning of the school district's fiscal year to the Board of Education.

## Pay Periods

Employees are paid on the 15<sup>th</sup> and last day of the month. Employees are responsible for logging their time according to the appropriate payroll policies and payroll cycle per the job category work calendar.

## Job Sharing

At its discretion, the District may hire two employees to fill one position. When employee's job share, each employee is treated as a part-time employee and benefits are conferred based upon the benefits normally accorded to an employee working their number of individual hours.

Job sharing schedules will be determined at the start of each school year. Job sharing employees may not swap days but are to submit any absences on scheduled workdays through Aesop.

## Medical Examinations

A medical examination by a licensed physician is a requirement of employment. A tuberculin test or chest x-ray is also required for employees working with Pre-K students. The employee must provide the district with a physical exam and tuberculin test results, if required, performed no more than 90 days prior to the date of hire. This requirement is at the employee's expense. When additional physical examinations are requested in writing by the Board of Education, the cost shall be borne by the Board of Education, and the Board of

Education shall prescribe the attending physician. All medical examinations, including TB results must be submitted within thirty (30) days of employment.

The administration may require a doctor's certification or verification at the employee's expense after repeated illness, tardiness or absences, or an illness or absence of more than three (3) days.

## Investigations

Each hired employee must provide fingerprints for a criminal background investigation. In addition, all employees must complete a U.S. Citizenship and Immigration Services Form as required by Federal Law. Both the criminal background investigation form and the U.S. Citizenship and Immigration form must be received by Human Resources prior to starting with the District.

## Benefits

The District currently offers the following benefits to Educational Support Personnel:

1. Illinois Municipal Retirement Fund – compulsory for all employees regularly scheduled to work 600+ hours per school year. The employee makes a tax-deferred contribution through payroll deduction. A separate additional contribution is made by the District towards the retirement benefits that in total only become available to the employee when benefits are paid out. The fund is a system which consists of retirement annuities, disability benefits and death benefit. Upon retiring from an IMRF position and being vested with IMRF, you are eligible for a monthly pension which is payable for the rest of your life. IMRF Regular Tier 1 Plan participation prior to January 1, 2011, are fully vested after 8 years of service. IMRF Regular Tier 2 Plan participation after January 1, 2011, are fully vested after 10 years of service.
2. Voluntary Life Insurance - Employees that are eligible for IMRF have an option for additional life insurance. This program is offered by the N.C.P.E.R.S. Group. The premium is paid through payroll deduction. Employees may enroll upon initial employment or during the annual open enrollment.
3. Life Insurance – the District provides a life insurance policy for all full-time (35+ hours a wk) employees. The district offers two levels of coverage for ESP's. The policy default face value is \$100,000, with an elective option to opt down to a \$50,000 face value. The amount of the group term life insurance is reduced for FT employees who are 65 years or older, in accordance with the schedule for benefits established by the group term life insurance carrier. All fringe benefits are subject to IRS regulations that stipulate that the value of the life insurance greater than \$50,000 may be taxable.
4. AFLAC – is a voluntary supplemental insurance program offered to full-time (30+ hours a week) employees by an independent agency. The program is employee funded and is designed to provide a measure of financial protection when you're sick or hurt. With policies that cover events such as accidents, life, long-term care, and short-term disabilities.
5. Annuities (403b) – as a benefit to our employees, payroll deduction for a number of annuities is available to our employees. Please contact the Business Office at 847-838-8411 for more information.
6. Flexible Spending Accounts – a program for full-time (30+ hours a week) employees by which tax-free dollars are set aside for medical, dental and/or child-care expenses. Enrollment occurs at the start of each school year.

7. Health Insurance – available for full-time (30+ hours a week) employees. Employees may enroll when first hired by the District. Enrollment must take place within the first 30 days of employment. Open enrollment occurs annually beginning in May and the plan year is from July-June. Coverage starts thirty (30) days after an employee’s first day worked. Current healthcare benefits are provided by Blue Cross Blue Shield of Illinois (PPO).
8. Dental Insurance – available for full-time (30+ hours a week) employees. Employees may enroll when first hired by the District. Enrollment must take place within the first thirty (30) days of employment. Open enrollment occurs annually beginning in March and the plan year is April-March. Coverage starts thirty (30) days after an employee’s first day worked. Current dental care benefits are provided by Delta Dental (HMO and PPO)

Contact Human Resources for additional information and enrollment opportunities. Plan documents with additional details are located on our district website under *STAFF -> HUMAN RESOURCES -> EMPLOYEE BENEFITS*.

## Vacations

Educational Support Personnel who work a 12-month work year at 40 hours per week are eligible to receive paid vacation days. 12-month part-time employees who work at least 20 hours a week are also 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 part-time hours per week during the last vacation accrual. Eligible employees are granted vacation with pay and are expected to submit their vacation request through Aesop for approval. All custodial staff must take their vacation days during any non-student attendance days, i.e. spring break, winter break and the summer months. The Director of Operations must approve any deviation from this policy. It is the employees’ responsibility to ensure that all scheduled vacation days are submitted into Aesop for approval and tracking.

The number of vacation days granted to an employee is a function of the employee’s length of service. A full year of service runs from July 1 to June 30 of the following year.

Less than one (1) year of service – An employee hired after July 1 must work through June 30<sup>th</sup> of the following year to be eligible for vacation time. Vacation time will then be pro-rated based on each full calendar month of employment.

One (1) year through five (5) years of completed service - Ten days.

Six (6) years of service through ten (10) years of completed service – Ten days of vacation plus 1 day for each year’s service thereafter until 10 years.

Eleven (11) years through twenty (20) years of completed service – Fifteen days.

Twenty- one (21) years plus – Twenty days.

All vacation days must be used within 12 months of the year in which it is granted; vacation days do not accumulate. No paid vacation days will be granted until the district has employed the employee for a full year.

## Holidays

In order to be eligible for holiday pay the employee must be at work the workday preceding and



following the holiday (does not include vacation time). An employee can receive holiday pay if absent due to a sick day by providing verification from a doctor. The Board may substitute another day in lieu of a designated holiday.

**A. Employees with a 12-month work year working forty (40) hours per week:**

The District provides the equivalent of fourteen (14) paid holidays. When a holiday occurs on a Saturday or Sunday or a school closing, the district will designate another day as a paid holiday. This list is subject to the annual school calendar adopted by the Board of Education.

**Approved Holidays:**

New Year's Eve, New Year's Day, Martin Luther King's Birthday, President's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Columbus Day, Thanksgiving Day (includes the day of, the day before and the day after,) Christmas Eve, Christmas Day,

**B. Employees with a 10 and 11-month work year working thirty (30) hours or more per week:**

The District provides the equivalent of ten (10) paid holidays.

**Approved Holidays:**

New Year's Day, Martin Luther King's Birthday, Lincoln's Birthday or President's Day, Good Friday, Memorial Day, Labor Day, Columbus Day, Thanksgiving Day (includes the day of and the day after,) Christmas Day

If an employee works two part-time positions in the district that together meet the thresholds stated above, they shall qualify for holiday pay as outlined in this policy. The employee shall only receive the holidays afforded to 12 month employees if all part-time positions are 12-month positions. In all other cases, the employee shall receive the holidays granted to 10 and 11-month employees per this policy. Holiday pay for employees with multiple positions shall be calculated based on their regularly scheduled hours and hourly rates for the positions.

If any of the positions used to calculate the 30 or 40-hour thresholds are excluded from the holiday pay policy (i.e. bus drivers), then the employee shall not receive holiday pay for that portion of their regularly scheduled day.

No paid holidays will be granted until the district has employed the employee for ninety (90) calendar days. The District may require educational support personnel to work on a school holiday during an emergency or for the continued operation and maintenance of facilities or property.

***Due to the construction schedule, the 2018-2019 school year has been condensed, and that means some holidays will be converted to work days. You will receive full pay for the time worked plus regular holiday pay.***

## Sick Leave

Employees that are regularly scheduled to work 600 hours or more per school year are eligible to receive sick days. Employees that do not work a regular five-day-a-week schedule, but meet the 600-hour rule, will have their work hours annualized and converted to a regular workweek equivalency to determine the number of hours that equal one sick day for the employee.

Ten (10) sick days are granted per year. Twelve-month employees are granted twelve (12) days per year after completing 4 years of employment.

Unused sick leave shall be allowed to accumulate to a maximum of two hundred forty (240) days, including the leave of the current year.

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 administration may require a physician's certificate or verification as a basis for paying the sick leave. For purpose of this section, "immediate family" shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians. After three days absence for personal illness, or as it may be deemed necessary in other cases, the employee shall be required to provide verification of their illness.

It is the employee's responsibility to ensure all absences related to sick leave are submitted into Aesop. No paid sick leave will be granted until the district has employed the employee for ninety (90) calendar days.

## Personal Days

Employees working thirty (30) hours a week are eligible to receive personal days.

Employees are eligible for two personal leave days each year for personal business, which cannot be accomplished during non-work hours. A staff member requesting personal leave must obtain prior approval from their supervisor by submitting a request through Aesop. Except in the case of emergency or unavoidable situations, a personal leave request should be submitted in Aesop five days before the actual requested date. 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 should be submitted to the Building Principal 5 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 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 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.

The use of such leave is prohibited during the first 5 and last 5 student attendance days of each school year. Personal Leave Days may not be used for extending vacations and holiday periods. Absences immediately before and following vacations and holidays do not qualify for personal emergency leave. Absences at these times may require substantiation in the form of a medical certificate or verification. Personal leave may not be used on an in-service training day or when the leave may create an undue hardship. Any personal days remaining at the end of the school year will roll over in the following manner, if 1 day remains it is rolled into your available sick days, if 2 days remain, one day is rolled into your available sick days and the other remains as a personal day for a total of 3 personal days for the next school year.

It is the employee's responsibility to ensure all absences related to personal leave are submitted into Aesop. No paid personal days will be granted until the district has employed the employee for ninety (90) calendar days.

## Religious Observance

Supervisors shall grant an employee's request for time off to observe a religious holiday if the employee gives at least five days' prior notice and the absence does not cause an undue hardship. Employees may use earned vacation time or personal leave to make up the absence. A per diem deduction may also be requested.

## Absences

All absences from regularly scheduled workdays shall be reported into the Aesop system for payroll and district absence tracking. This information is used daily to track absences in each school. Aesop is a 24-hour internet based application where you can log your absence prior to your actual start time. If your position requires a substitute, then the system will fill your absence automatically. Advanced notification of all absences benefits everyone. Below are valid absence reasons that are required to be logged into Aesop prior to the beginning of your absence, if employee is eligible.

### Absence Reasons:

Bereavement	Jury Duty
Non-Comp Day (Must use all other accrued time first)	Personal
Internal Professional Development	Sick
External Professional Development	Vacation

## Accident or Injury Leave

All work related injuries must be reported immediately or as soon as possible after occurrence to an administrator. The necessary worker's compensation forms must follow immediately after the incident has been reported. Employees may be eligible for assistance under worker's compensation insurance and/or the Illinois Municipal Retirement Fund Disability benefit (if eligible) and long-term disability coverage after exhausting the sick leave benefit. The Board of Education assumes no obligation after sick leave benefits have been exhausted. Please see Bd. Policy 5:185 for information on Family Medical Leave.

During such a period employees can use accumulated sick leave benefits. However, income received from other sources (worker's compensation, District-paid insurance programs, etc.) will be deducted from the District's compensation liability to the employee. The Board of Education's intent is that in no case will the employee who is temporarily disabled receive more than 100% of their gross salary. Those insurance plans privately purchased by the employee and to which the District does not contribute, are not applicable to this policy.

Worker's compensation covers employees at work, at school-approved activities, meetings and conventions. Employees are not covered during travel to and from the place of employment.

Employees may file for disability benefits through the Illinois Municipal Retirement Fund (I.M.R.F.). I.M.R.F. makes decisions on eligibility and if eligible, payments begin thirty (30) days after disabled or last day paid.

After ninety (90) consecutive school days of illness or incapacity, or exhaustion of sick leave, whichever is greater, such illness or incapacity shall be considered a permanent disability and the Board of Education may begin dismissal proceedings subject to the provisions of the School Code.

## Bereavement Leave

All employees are provided up to three days of paid leave each school year for bereavement purposes. Such leave may be used to the extent it is necessary for the employee to make any arrangements for, or attend, services related to the death of an "immediate family member." The term "immediate family member" is defined as parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, daughters-in-law, sons-in-law, nieces, nephews, aunts, uncles, and legal guardians. Unused bereavement leave shall not carry over to the following school year.

## Family Medical Leave Act (FMLA) (Bd. Policy 5:185)

### 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, beginning September 1 and ending August 31 of the next year.

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 service member (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 service member 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 leave 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 serious 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 service member with a serious injury or illness. A "covered service member" 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 spouses are employed by the District, they may together take only 12-weeks for FMLA leaves when the reason for the leave is 1 or 2, above, or to care for a parent with a serious health condition, or a combined total of 26 weeks for item 6 above.

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, one of the following provisions must describe the employee:

1. 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 not 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.
2. The employee is a full-time classroom teacher.

### 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 possible, the notice must be given as soon as possible. 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 a 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 service member with a serious illness or injury, the employee must provide a certificate completed by an authorized health care provider for the covered service member.
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. Classroom teachers may be required to wait to return to work until the next semester in certain situations as provided by the FMLA regulations.

#### 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.

## Leaves for Service in the Military

Leaves for service in the U.S. Armed Services or any of its reserve components and the National Guard, as well as re-employment rights, will be granted in accordance with State and federal law.

## Court Duty

An employee shall experience no loss in pay or paid leave benefits because of jury duty or any other court mandated appearance as a witness. The employee shall turn over their jury duty pay to the district, less any transportation expenses incurred by the employee and documented to the Business Office. Employees required to appear for such court duty shall immediately provide their supervisor with a copy of the jury summons or the subpoena.

It is the employee's responsibility to ensure and absences related to court duty leave are submitted into Aesop.

## Workplace Harassment (Bd. Policy 5:20)

The School District expects the workplace environment to be productive, respectful, and free of unlawful harassment. District employees shall not engage in harassment or abusive conduct on the basis of an individual's race, religion, national origin, sex, sexual orientation, age, citizenship status, disability, or other protected status identified in Board policy 5:10, Equal Employment Opportunity and Minority Recruitment. Harassment of students, including, but not limited to, sexual harassment, is prohibited by Board policy 7:20, Harassment of Students Prohibited.

### Sexual Harassment Prohibited

The School District shall provide a workplace environment free of unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct, or communications constituting harassment on the basis of sex as defined and otherwise prohibited by state and federal law.

District employees shall not make unwelcome sexual advances or request sexual favors or engage in any unwelcome conduct of a sexual nature when: (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; (2) submission to or rejection of such conduct by an individual is used as the basis 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. Sexual harassment prohibited by this policy includes verbal or physical conduct. The terms intimidating, hostile, or offensive include, but are not limited to, conduct that has the effect of humiliation, embarrassment, or discomfort. Sexual harassment will be evaluated in light of all the circumstances.

### Making a Complaint; Enforcement

A violation of this policy may result in discipline, up to and including discharge. Any person making a knowingly false accusation regarding harassment will likewise be subject to disciplinary action, up to and including discharge. An employee's employment, compensation, or work assignment shall not be adversely affected by complaining or providing information about harassment. Retaliation against employees for bringing bona fide complaints or providing information about harassment is prohibited (see Board policy 2:260, Uniform Grievance Procedure).

Aggrieved persons, who feel comfortable doing so, should directly inform the person engaging in the 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 the Board policy 2:260, Uniform Grievance Procedure. Employees may choose to report to a person of the employee's same sex. There are no express time limits for initiating complaints and grievances under this policy; however, every effort should be made to file such complaints as soon as possible, while facts are known and potential witnesses are available.

Whom to Contact with a Report or Complaint:

*Nondiscrimination Coordinator:*

Name                      Jason Feldman  
 Address                   964 Spafford Street  
 Telephone No.          847/838-8457

*Complaint Managers:*

Name	<u>Jason Feldman</u>	<u>Lisa Leigh</u>
Address	<u>964 Spafford Street</u>	<u>964 Spafford Street</u>
Telephone No.	<u>847/838-8457</u>	<u>847/838-8465</u>

The Superintendent shall also use reasonable measures to inform staff members and applicants of this policy, which shall include reprinting this policy in the appropriate handbooks.



## Adult Relationships/Bullying (Bd. Policy 5:25)

### Purpose

The School Board of Antioch Community Consolidated School District No. 34 believes that a school district which is free from aggressive behavior and/or bullying, of any kind, is the best environment to promote learning and encourage the development of positive character traits and socially desirable behaviors in children.

Additionally, the Board believes that a work environment in which employees are expected to exhibit professionalism and respect of others provides positive benefits for employees, permits employees to perform at their best, facilitates professional growth and development in employees and better enables employees to experience rewarding relationships with co-workers, students and parents.

### Bullying

All forms of bullying are unacceptable and hinder dignity at work. Accordingly, aggressive behavior, including, but not limited to bullying, is prohibited on school grounds, on a school bus, at any school sponsored event, or at any activity that bears a reasonable relationship to school.

Employees should be actively aware of their workplace behavior and its potentially harmful or influential effect on others. Employees shall not engage in aggressive behavior and/or bullying and are encouraged to take steps to either prevent such behavior from occurring or terminate such behavior if it occurs.

### Definitions

Aggressive behavior is defined as words and/or actions towards another, oneself, or property, of a forceful, hostile, injurious or destructive nature. Bullying is defined as a type of aggressive behavior in which an individual or a group, through the improper use of real or perceived power, or the use of threats, extortion, exclusion, or by any other method, inflicts, attempts, or intends to inflict, physical, verbal or mental suffering on another person or group of persons.

### Reporting Violations of the Policy

Persons who wish to report a violation of this policy must contact one of the Complaint Managers identified in the Board of Education's Uniform Grievance Policy, and report the complaint pursuant to the procedures set forth in said policy. The Complaint Manager shall promptly investigate the complaint.

### Violation of this Policy

Any adult who violates this policy may be subject to sanctions, or discipline under Board policy; an employee handbook; or any provision of an applicable collective bargaining agreement. Such discipline may include, but will not be limited to, verbal or written reprimand, suspension, or termination of employment.

The District reserves the right to refer any aggressive behavior or bullying to appropriate law enforcement agency(ies) for such action as the law enforcement agency(ies) may deem appropriate and necessary.

## Drug- and Alcohol-Free Workplace (Bd. Policy 5:50)

All District workplaces are drug- and alcohol-free workplaces. All employees shall be 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 policy 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 the District policy respecting a drug- and alcohol-free workplace; and
2. Notify his or her supervisor of his or her conviction under any criminal drug statute for a violation occurring on the District premises or while performing work for the District, no later than 5 calendar days after such a conviction.

In order to make employees aware of dangers of drug and alcohol abuse, the District will:

1. Provide each employee with a copy of the District Drug- and Alcohol-Free Workplace policy;
2. Post notice of the District Drug- and Alcohol-Free Workplace policy in a place where other information for employees is posted;
3. Make available materials from local, State, and national anti-drug and alcohol-abuse organizations;
4. Enlist the aid of community and State agencies with drug and alcohol informational and rehabilitation programs to provide information to District employees;
5. Establish a drug-free awareness program to inform employees about:
  - a. The dangers of drug abuse in the workplace,
  - b. Available drug and alcohol counseling, rehabilitation, re-entry, and any employee assistance programs, and
  - c. The penalties that the District may impose upon employees for violations of this policy.

### District Action Upon Violation of Policy

An employee who violates this policy may be subject to disciplinary action, including termination. Alternatively, the School Board may require an employee to successfully complete an appropriate drug- or alcohol-abuse, employee-assistance rehabilitation program. The Board shall take disciplinary action with respect to an employee convicted of a drug offense in the workplace within 30 days after receiving notice of the conviction. 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 employee's conviction within 10 days after receiving notice of the conviction.

## Smoke Free Schools

No person on school property shall smoke or otherwise use tobacco products. School property means within school buildings, in vehicles used for school purposes, or on school grounds.

## Staff/Student Interactions

Staff members must always have more than one student under their supervision at all times. If a one on one supervision situation with a student arises, please make the appropriate arrangements to call in an additional adult supervisor or student. In such cases where one on one interaction is unavoidable, ensure the interaction takes place where both the student and staff member are in full view (i.e. near the classroom door window, in view of others, etc.). If a staff member has a specific question about any circumstances where an adult is meeting one on one with a student, please contact your building administrator.

## Abused and Neglected Child Reporting (Bd. Policy 5:90)

Any District employee who suspects or receives knowledge that a student may be an abused or neglected child shall immediately report such a case to the Illinois Department of Children and Family Services on its Child Abuse Hotline 800/25-ABUSE or 217/524-2606. The employee shall also promptly notify the Superintendent or Building Principal in writing that a report has been made. All District employees shall sign the *Acknowledgement of Mandated Reporter Status* form provided by the Illinois Department of Child and Family Services (DCFS) and the Superintendent or designee shall ensure that the signed forms are retained.

Any District employee who discovers child pornography on electronic and information technology equipment shall immediately report it to local law enforcement, the National Center for Missing and Exploited Children's CyberTipline 800/843-5678, or online at [www.cybertipline.com](http://www.cybertipline.com). The Superintendent or Building Principal shall also be promptly notified in writing of the discovery and that a report has been made.

The Superintendent shall execute the requirements in Board policy 5:150, *Personnel Records*, whenever another school district requests a reference concerning an applicant who is or was a District employee and was the subject of a report made by a District employee to DCFS.

The Superintendent shall notify the State Superintendent and the regional superintendent in writing when he or she has reasonable cause to believe that a certificate holder was dismissed or resigned from the District as a result of an act that made a child an abused or neglected child. The Superintendent must make the report within 30 days of the dismissal or resignation and mail a copy of the notification to the certificate holder.

The Superintendent or designee shall provide staff development opportunities for school personnel working with students in grades kindergarten through 8, in the detection, reporting, and prevention of child abuse and neglect.

Each individual Board member must, if an allegation is raised to the member during an open or closed Board meeting that a student is an abused child as defined in the Act, direct or cause the Board to direct the Superintendent or other equivalent school administrator to comply with the Act's requirements concerning the reporting of child abuse.

## Access to Electronic Networks (Bd. Policy 6:235)

Electronic networks, including the Internet, are a part of the District's instructional program and serve to promote educational excellence by facilitating resource sharing, innovation, and communication. The Superintendent shall develop an implementation plan for this policy and appoint system administrator(s).

The School District is not responsible for any information that may be lost or damaged, or become unavailable when using the network, or for any information that is retrieved or transmitted via the Internet. Furthermore, the District will not be responsible for any unauthorized charges or fees resulting from access to the Internet.

### Curriculum

The use of the District's electronic networks shall: (1) be consistent with the curriculum adopted by the District as well as the varied instructional needs, learning styles, abilities, and developmental levels of the students, and (2) comply with the selection criteria for instructional materials and library resource center materials. Staff members may, consistent with the Superintendent's implementation plan, use the Internet throughout the curriculum.

The District's electronic network is part of the curriculum and is not a public forum for general use.

### Acceptable Use

All use of the District's electronic networks must be: (1) in support of education and/or research, and be in furtherance of the goals stated herein, or (2) for a legitimate school business purpose. Use is a privilege, not a right. Students and staff members have no expectation of privacy in any material that is stored, transmitted, or received via the District's electronic networks 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.

### Internet Safety

Each District computer with Internet access shall have 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 shall enforce 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 Superintendent or system administrator.

The Superintendent or designee shall include measures in this policy's implementation plan to address the following:

1. Ensure staff supervision of student access to online electronic networks,
2. Restrict student access to inappropriate matter as well as restricting access to harmful materials,
3. Ensure student and staff privacy, safety, and security when using electronic communications,
4. Restrict unauthorized access, including "hacking" and other unlawful activities, and
5. Restrict unauthorized disclosure, use, and dissemination of personal identification information, such as, names and addresses.

### Authorization for Internet Access

Each staff member must sign the District's *Authorization for Electronic Network Access* as a condition for using the District's electronic network. Each student and his or her parent(s)/guardian(s) must sign the *Authorization* before being granted unsupervised use.

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 student or staff member to follow the terms of the *Authorization for Electronic Network Access*, or this policy, will result in the loss of privileges, disciplinary action, and/or appropriate legal action.

## Copyright Awareness (Bd. Policy 5:170)

It shall be the duty of all employees to review the Administrative Procedures regarding copyright compliance. While staff members may use supplementary materials, it is each staff member's responsibility to abide by the District's copyright compliance procedures and to obey the copyright laws. No staff member shall, without

first obtaining the permission of the Superintendent or designee, install or download any program on a District-owned computer. The District is not responsible for any violations of the copyright laws by its staff or students. A staff member should contact the Superintendent, or his or her designee, whenever the staff member is uncertain about whether using or copyrighting materials complies with the District's procedures or is permissible under the law, or wants assistance on when and how to obtain proper authorization. At no time shall it be necessary for a District staff member to violate copyright laws in order to properly perform his or her duties.

## Compliance Tutorials

All employees are required to view compliance tutorials that will pertain to the employee's education on Board of Education Policies and safety precautions. Compliance tutorials are generated through Global Compliance Network and annual training schedules will be sent to you via your district email or participation will be coordinated through your immediate supervisor.

## Transfers

**Voluntary** – Employees may apply for a transfer to any existing ESP position where there is a vacancy or to a newly created ESP position. In the case of an employee requesting a transfer to a different category of position, the employee will be subject to the adjusted salary/benefits/seniority.

**Involuntary** – In cases where the supervising administrator deems it is in the best interest of the educational program that an employee be transferred to a different position; the supervising administrator will communicate this to the employee as soon as possible and will allow a reasonable period of time for the transfer to occur. Such transfers shall occur, after due deliberation, in situations in which the supervising administrator, conferring with the Superintendent or designee, deems that the transfer is in the best interest of the educational program. If an adjustment in salary/benefits is warranted, this will be communicated to the employee.

## Resignations and Retirements

Any resignation shall be in writing and shall be submitted to your immediate supervisor/principal, with copies to the district superintendent. Upon acceptance of the resignation, notification shall be sent to Human Resources. The Board of Education shall appropriately recognize employees upon their retirement from the District.

## Retirement/Longevity Bonus (Bd. Policy 5:340)

A full-time, non-salaried, educational support personnel employee who participates in IMRF and meets the eligibility requirements set forth in Subparagraph A of this Policy shall receive a Retirement/Longevity Bonus as set forth in either Subparagraph B.1, B.2 or B.3 below.

### **A. Eligibility**

1. The employee must have at least the requisite number of years of continuous full-time service with the District that is associated with each of the Retirement/Longevity Bonus tiers set forth in either Subparagraph B.1, B.2, or B.3 below and must be participating in IMRF at the time of retirement under this Policy (an authorized leave of absence will not constitute a break in continuous service for purposes of this Policy);
2. On or before February 1 of the first school year the employee wishes to receive payment of the Retirement/Longevity Bonus set forth by this Policy, the employee must provide the Superintendent with written notice of intent to retire pursuant to this Policy setting forth the number of years the

employee wishes to receive the Retirement/Longevity Bonus and the date of retirement from the District (which must be effective in the final year the employee receives the Retirement/Longevity Bonus); and

3. Such notice of intent to retire is accepted and approved by the Board of Education. Upon acceptance and approval by the Board, the notice of intent to retire becomes irrevocable.

### **B. Payment of Retirement/Longevity Bonus**

As a bonus for employees who provide notice under Subparagraph A above and meet all other eligibility and processing requirements set forth in this Policy, the District shall pay such employee the Retirement/Longevity Bonus set forth in either B.1, B.2, or B.3 below, in accordance with the employee's years of service and the number of years set forth in such employee's notice of intent to retire. In order to receive payment for each year, the employee must work until the end of the school year. However, in the case where the employee's notice of intent to retire includes a retirement date that is earlier than the last day of the school year for that final year of employment, the employee must work until the retirement date set forth in such notice of intent to receive the payment for that year. The lump sum Bonus shall be paid at the time of the last June payroll for each of the school years set forth in the employee's notice of intent to retire (e.g. 2, 3 or 4 years, as set forth below). However, in the final year the Retirement/Longevity Bonus is paid, payment for such year shall be made in the next payroll period following the employee's date of retirement from the District.

The increases in the hourly rate set forth below are inclusive of any increase the employee otherwise receives in the school years in which a Retirement/Longevity Bonus is paid. Thus, the lump sum Bonus in a given year will be calculated by subtracting the total hourly rate compensation paid to the employee during that school year from the total compensation payable at the increased rate set forth below. Note that the Board reserves the right to modify the payments set forth herein if such payment could cause the Board to pay an accelerated payment or penalty or fee to IMRF due to the provision of such payments.

1. For employees who have at least fifteen (15) years of continuous full-time service at the time of presenting the notice of intent to retire: A single lump sum payment each school year for a maximum of two (2) school years in an amount equal to result in a four percent (4%) increase in such employee's hourly rate over the prior year's hourly rate.
2. For employees who have at least twenty (20) years of continuous full-time service at the time of presenting the notice of intent to retire: A single lump sum payment each school year for a maximum of three (3) school years in an amount equal to result in a five percent (5%) increase in such employee's hourly rate over the prior year's hourly rate.
3. For employees who have at least twenty-five (25) years of continuous full-time service at the time of presenting the notice of intent to retire: A single lump sum payment each school year for a maximum of four (4) school years in an amount equal to result in a six percent (6%) increase in such employee's hourly rate over the prior year's hourly rate.

## **Suspension and/or Dismissal**

Suspension without pay is one potential step in a progressive discipline process, which may or may not end in dismissal of an ESP. The steps in progressive discipline may include, but are not limited to: verbal warning, written warning, explanation of behaviors and goals that must be met by the ESP, suspension without pay, dismissal.

Reasons for dismissal include, but are not limited to:

- Insubordination
- Gross disrespect of a supervisor, or failure to follow a direct order
- Threatening, intimidating, coercing, or harassing any employee
- Creating a disturbance or interfering with other employees in their job
- Excessive tardiness, excessive absenteeism
- Inability to perform job expectations as delineated by the supervisor
- Inappropriate behavior and language
- Possession of or use of alcohol or controlled substances on or in district property
- Conviction of a felony
- Sexual harassment
- Failure to report for work without notifying your supervisor/job abandonment
- Endangering the safety and well-being of students

The Superintendent or designee is authorized to suspend an employee without pay as a disciplinary measure, during an investigation into allegations of misconduct or pending a dismissal hearing whenever, in the administration's judgment, the employee's presence is detrimental to the District. A disciplinary suspension shall be with pay: (1) When the employee is exempt from the overtime provisions, or (2) until an employee with an employment contract for a definite term is provided a notice and hearing using the same process mandated for the suspension without pay of professional employees.

When an employee's employment is interrupted for any reason other than a reduction in force and reinstatement under Section 10-23.5 of the School Code and leave of absence as provided in these policies, he/she forfeits all accrued rights of privileges including seniority, sick leave, maternity leave, or other benefits, and upon reemployment shall be considered a new employee.

ESPs shall file a written notice of resignation with the Superintendent's office at least fifteen (15) days prior to the effective date of resignation. The Superintendent may waive the notice requirement.

## Reduction in Force / Seniority List

- A. "Educational Support Personnel" or "Employees" – are any regularly employed persons not regularly required to obtain state licensure as such teachers or school service personnel. To qualify as "regularly employed" an employee must be employed on a regular full-time (30+ hours a week) basis during the school year. Employees hired on a short-term, part-time or substitute basis as temporary replacements for regular ESP employees are not "regularly employed" for purposes of this procedure.
- B. "Qualifications" or "Qualified" – consist of any conditions, restrictions or prerequisites for employment in a particular category or position, including any statutory or regulatory requirements (e.g., licenses or permits) and any additional requirements set forth in job descriptions or otherwise established by the Board of Education.
- C. "Category of Position" – is defined as a class or group of ESP employees. The Board reserves the right in its discretion, to revise, modify or amend the list of categories of position.
- D. "Available Position" or "Vacant Position" or "Vacancy" shall include any regular full-time Educational Support Personnel position, which the Board determines is available within a specific category of position. Any substitutes, short-term, part-time, temporary or other position that is not available on a regular full-time basis shall not be considered an "Available Position", "Vacant Position" or "Vacancy" under this policy.
- E. "Seniority" shall be defined as follows:

1. Length of continuing service in the School District within a category of position. Unpaid leaves of absence shall not be counted in determining seniority. However, unpaid leaves of absence shall not constitute an interruption or break in continuing service for seniority purposes.
2. If the years of total continuous service in the School District are equal between two or more employees, then seniority shall be determined by the total service in the School District, whether or not continuous. Such service shall be computed in the manner described in (1) above.
3. If the years total service in the School District are equal between two or more employees, then seniority shall be determined by considering a composite of the following factors:
  - a) Academic and professional preparation beyond minimum job requirements.
  - b) Type and nature of responsibilities.
  - c) Effectiveness in the execution of responsibilities, as documented in performance evaluations.
4. If two or more employees remain equal after application of the factors set forth in (3) above, the employee having greater seniority shall be determined by drawing lots.

## Seniority List Procedures

By February 1<sup>st</sup> of each school year, the Superintendent or designee shall post a tentative listing of categories of position as set forth in this handbook, which sets forth the seniority of all Educational Support Personnel employed by the District that work 30 or more hours a week (full-time.) The listing shall provide the following information for each educational support employee:

- A. Name
- B. Current Position
- C. Start Date by Category

Employees who are currently employed in more than one category of position shall be listed in each category if full-time status is met.

Each employee shall have ten (10) days from the date of posting to file specific written objections with the Superintendent to the information contained in the list. The Superintendent shall review and consider any objection and inform the employee of his decision within five (5) days. Within five (5) days of the Superintendent's decision or the deadline for such decision, whichever occurs first, the employee may file a written appeal to the Board of Education. The Board shall issue its decision with ten (10) days, which decision will be final and binding. Failure of the employee to make timely objection shall be deemed to be an acceptance of this placement on the seniority list; the employee shall be prohibited thereafter from challenging the employee's seniority in any category of position until the posting of a seniority list in the following year.

## Reduction in Force and Recall Procedures

If the Board of Education decides to decrease the number of educational support personnel employees employed or to discontinue some particular type of educational support services, the Board shall first dismiss, with the respective category of position, the employee with the least seniority as defined in this handbook. Employees who are removed or dismissed shall receive a written notice of honorable dismissal by registered mail at least thirty (30) days before their last day of work.

If the Board has any vacancies for the following school term or within one calendar year from the beginning of the following school term, the Board shall offer the vacant position to the employee with the most seniority on the recall list that was dismissed from the same category of position and is qualified to hold the position.



To be “qualified” for a position, an employee must meet all of the requirements for the position, including any prerequisites established by the Board for the employee in the particular category of position. An employee’s failure to maintain the necessary qualifications for a particular category of position will result in a waiver of recall rights to vacancy arising in such category during the recall period. Any recalled employee shall retain his previously accumulated seniority, but shall not accrue additional seniority for the period after the honorable dismissal and prior to reemployment.

To be eligible for recall, an honorably dismissed employee must provide to the Board, in writing, prior to the last day of the school term of dismissal, the address where the employee may be reached. The employee must also notify the Board, in writing, within ten (10) calendar days of the Board’s mailing of the notice of vacancy, or within (5) calendar days of the employee’s receipt of notice, whichever shall first occur, of the acceptance of any vacant position offered to the employee during the recall period. The employee’s failure to notify the Board of acceptance of any vacancy shall constitute rejection of the offer of employment.

Any employee who rejects an offer of an available full-time position in any category of position in which they are qualified shall be deemed to have waived his/her recall rights under Section 10-23.5 of The School Code and will no longer be eligible for any other vacant positions that become available during the recall period. This Reduction-In-Force policy shall not preclude the Board, in its discretion, from assigning or transferring educational support personnel employees to positions for which they are qualified.

## *District Administration Roles and Responsibilities*

### **Kristina Guntharp** **Director for Teaching and Learning**

- K-8 Curriculum
- Internal Professional Development
- External Professional Development Requests for Certified Staff
- Gifted Education
- Multiple Tiered Systems & Supports - Academic
- Title I and Title II Grant Implementation
- Hearing Officer
- Fine Arts/PE/Library Programming
- Registration
- Report Cards
- Summer School
- District Records

### **Cheryl Wadsworth** **Chief Financial Officer/Chief School Business Official**

- District Contracts
- Food Services
- Transportation
- Finance and Accounting
- Budget/Levy
- Buildings and Grounds
- Payroll
- Purchasing

### **Adam Sax** **Administrator for Integration of Teaching, Learning, and Technology**

- Project Lead the Way/Science Programming
- Technology Department
- Instructional Technology
- Data Analysis
- Student Assessments (NWEA, AIMSWEB, ISA and PARCC, DLM, Fitness Gram)
- Student Information System Management
- Matrix Database

### **Ann Scully** **Director of Student Services**

- Special Education (Individualized Education Program) Services and Programs
- Section 504 Services
- Student Evaluation and Placements
- Pre-Kindergarten Screenings and Programs
- Health Services
- Occupational Therapy, Physical Therapy, Speech Therapy, Vision and Hearing Services
- Homeless Youth Services
- Birth to Three and Preschool for All Grants
- Individuals w/Disabilities Education Act (IDEA) Pre-school and K-8 Grants
- Special Education Family Resource Network
- Proportionate Share—Private Schools
- Department Professional Development
- English Learners (EL) Services

### **Jason Feldman** **Human Resources Manager**

- Employee Relations
- Compliance Tutorials
- Workmen's Comp / Safety / Risk
- Complaint Manager
- Non-discrimination Coordinator
- Compensation and Benefits
- Employee Evaluation
- Wellness
- Grievance Coordinator
- Labor Relations
- New Staff Orientation & Mentoring



## Acknowledgement of Receipt of Educational Support Personnel Handbook

July 2019

I acknowledge that any existing Board policies and policy manuals shall not be deemed to create any contractual rights. Furthermore, neither prior practice nor oral representation by individual members of the Board or the Administration shall be deemed to create contractual rights. I acknowledge that only written agreement expressly approved and authorized for signature by the Board may be construed as creating any contractual rights.

\_\_\_\_\_  
Employee Name (Printed)

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date