



# Educational Support Personnel Policy Manual

Revised by Board Action June 9, 2016

Effective July 1, 2016

**This policy manual is meant to show the policies and procedures currently employed by the Board of Education of Geneseo CUSD #228 and individual Educational Support Personnel. It is subject to change by the Board of Education of CUSD #228 unilaterally and at any time.**

**Geneseo CUSD #228 does not intend that this policy manual, whether provided to the employee before the commencement of employment or after commencement of employment, constitutes part of any offer of employment or be interpreted expressly or by implication to constitute a contract for employment or to evidence the existence of a contract of employment between Geneseo CUSD #228 and any employee.**

**The Board of Education maintains the right to terminate the employment relationship at any time. No District employee or supervisor has the authority to alter, orally or in writing, the terminable at-will status of any employee.**

# Table of Contents

<b>Employment Qualifications .....</b>	<b>5</b>
<b>Employee Status Definitions.....</b>	<b>5</b>
Educational Support Personnel .....	5
Personnel Files.....	5
Category #2 - ESP Employees that work between 3.50 and 5.99 hours per day (600 hours or more per year) .....	6
Category #3 - ESP Employees that work between 6.00 and 6.99 hours per day .....	6
Category #4 - ESP Employees that work between 7.00 and 8.00 hours per day .....	6
Temporary/Seasonal Employees .....	6
Probationary Employees .....	7
Probationary Period .....	7
<b>General.....</b>	<b>7</b>
Management .....	7
Absence .....	7
Illness or Emergency Absence .....	7
Injury Report.....	8
Notification of Absence .....	8
Certification of Absence .....	8
Tardiness .....	8
Work Site .....	8
Unsafe or Hazardous Conditions .....	9
Leaving School During Working Hours .....	9
Outside Employment .....	9
Personal Conduct .....	9
Insubordination.....	10
Workplace Harassment Prohibited .....	10
Sexual Harassment Prohibited.....	10
Possession or Use of Alcohol, Tobacco, Controlled Substances, or Weapons on District Premises.....	11
Authorized Use of District-Owned Material.....	11
Workshops .....	11
Solicitation .....	12
<b>Employee Discipline and Termination Procedures.....</b>	<b>12</b>
At-Will Status.....	12
Progressive Discipline.....	12
<b>Work Hours/Days/Year.....</b>	<b>14</b>
Daily Work Schedule.....	14
Lunch Period.....	14
Work Week.....	14
Work Year.....	14
<b>Wages and Job Descriptions .....</b>	<b>15</b>
Wage Notice .....	15
Payroll.....	15
Overtime Compensation .....	15

<b>Holidays and Vacation .....</b>	<b>16</b>
<b>Holidays.....</b>	<b>16</b>
<b>BENEFIT/HOLIDAY CHART .....</b>	<b>16</b>
<b>Vacation.....</b>	<b>17</b>
<b>Leaves.....</b>	<b>18</b>
<b>Sick Leave .....</b>	<b>18</b>
<b>Personal Leave.....</b>	<b>18</b>
<b>Bereavement Leave.....</b>	<b>19</b>
<b>Discretionary Leave .....</b>	<b>19</b>
<b>Family and Medical Leave Act.....</b>	<b>19</b>
<b>Jury and Witness Duty.....</b>	<b>20</b>
<b>Worker’s Compensation .....</b>	<b>20</b>
<b>Life Insurance .....</b>	<b>20</b>
<b>Major Medical Insurance .....</b>	<b>20</b>
<b>Illinois Municipal Retirement Fund.....</b>	<b>20</b>
<b>Evaluation Process.....</b>	<b>21</b>
<b>Educational Support Personnel Starting Wage Schedule.....</b>	<b>22</b>
<b>ESP Handbook Addendum A.....</b>	<b>22</b>
<b>Retirement Benefits for Extended Service to the District .....</b>	<b>23</b>
<b>Irrevocable Notice of Retirement .....</b>	<b>25</b>

## ***Equal Employment Opportunity***

The School District shall provide equal employment opportunities to all persons regardless of their race, color, creed, religion, national origin, sex, sexual orientation, age, ancestry, marital 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 reasonable accommodation, pregnancy, childbirth, or related medical conditions; credit history, unless a satisfactory credit history is an established bona fide occupational requirement of a particular position, or other legally protected categories. No one will be penalized solely for his or her status as a registered qualifying patient or a registered designated caregiver for purposes of the Compassionate Use of Medical Cannabis Pilot Program Act, 410 ILCS 130/. (Board Policy 5:10)

### **Employment Qualifications**

Educational support personnel shall be selected on the basis of their training, experience, qualifications, and general competence.

The recruitment and selection of educational support personnel will be done by the Superintendent or his designee, in collaboration with the supervisor of the vacant position.

Recommendation for employment shall be made to the Board of Education.

### **Employee Status Definitions**

#### Educational Support Personnel

Normally includes personnel whose job descriptions and/or employment do not require licensure granted by the Illinois State Teacher Licensure Board.

Educational support personnel requiring licensure include “Paraprofessionals” and “Teacher Aides”, which are terms used to refer to paid instructional assistants supervised by a licensed teacher. All paraprofessionals must have a Statement of Approval from the Illinois State Board of Education.

#### Personnel Files

District office personnel of Geneseo Community Unit School District #228 will establish and maintain a personnel file for every employee. This file will contain documents required by law as well as other pertinent records and materials pertaining to the individual employee.

District #228, as a matter of policy, will make every reasonable effort to protect the legitimate privacy interests of every employee, and disclosure of personnel file information will only be made according to state and federal law.

Category #1 – ESP Employees that work less than 3.50 hours per day (less than 600 hours per year)

- NO IMRF benefits
- NO sick days
- NO personal days
- NO vacation days
- NO paid holidays
- NO health or life insurance benefits

Category #2 – ESP Employees that work between 3.50 and 5.99 hours per day (600 hours or more per year)

- IMRF benefits
- 10 sick days
- NO personal days
- NO vacation days
- NO paid holidays
- No health or life insurance benefits

Category #3 – ESP Employees that work between 6.00 and 6.99 hours per day

- IMRF benefits
- 10 sick days
- NO personal days
- NO vacation days
- Paid holidays (refer to ESP handbook to see how many paid holidays are applicable to your position).
- Single health insurance benefits (if required by ACA)
- NO life insurance benefits

Category #4 – ESP Employees that work between 7.00 and 8.00 hours per day

- IMRF benefits
- 18 sick days
- 2 personal days
- Paid vacation days (refer to ESP handbook to see how many days and when they come into effect).
- Paid holidays (refer to ESP handbook to see how many paid holidays are applicable to your position).
- Single health insurance benefits
- \$40,000 life insurance policy

**If you change positions and move from Category Two, Three, or Four to Category One, any unused, uncompensated sick/personal days are turned in to IMRF for service credit and are no longer available to use. All other benefits are forfeited. (Board Policy 5:330-E)**

#### Temporary/Seasonal Employees

Includes those who are hired with the understanding that employment will cease after a given period of time. Such employees are not eligible for district benefits and acquire no seniority. If temporary employees are later hired for regular positions, the employment date as a regular employee will be used for purposes of the starting date for their probationary period.

### Probationary Employees

Includes all of those full-time and part-time employees who have not completed their probationary periods.

### Probationary Period

Educational support personnel shall be considered probationary employees for the first one hundred and twenty (120) workdays of their employment. During this time, they shall be closely monitored by the person to whom they are immediately responsible.

Prior to the end of the probationary period, the principal or supervisor shall indicate, on the evaluation form for probationary employees, his/her evaluation of the employee. A copy of the evaluation form shall be forwarded to the Superintendent's Office to become part of the employee's personnel file. The Superintendent or his designee in consultation with the immediate supervisor shall determine the individual's future employment status in the school district.

During the probationary period, employees shall be entitled to only designated fringe benefits, i.e. IMRF, sick days, applicable holidays, and insurance. Personal days are not available for use during the probationary period. The District health plan is open to eligible employees on the first day of the month following employment, subject to restrictions in the health plan description. Employees working 600 or more hours per year will be enrolled in the Illinois Municipal Retirement Fund (IMRF). A probationary employee may be released at any time during the term of their probation.

## **General**

### Management

The employer shall have the right to direct the work of its employees; hire, promote, demote, transfer, assign, retain, discipline, and/or discharge employees; maintain the efficiency of its operation; determine and implement methods, means, assignments and personnel by which its operations are to be conducted; take such actions as may be necessary to carry out its mission; initiate, prepare, certify, and administer its budget; and exercise all powers and duties granted to the employer by law.

### Absence

Each employee plays a vital role in the operation of the school system. Any absence will diminish a necessary service. While the maintenance of good physical and mental health is of the utmost importance, each employee should strive to be in attendance every day.

Any absence from work must be for valid reasons, i.e. personal health or family emergencies. Personal convenience or advantage are not ethically acceptable reasons for absence, unless you have an approved personal leave.

Excessive absence is unacceptable and may lead to disciplinary consequences.

### Illness or Emergency Absence

It is the responsibility of each employee to notify his/her supervisor daily in cases of absence due to illness or emergency. This notice should be given **at least two hours prior**

to scheduled start time, or as soon as possible in emergency situations, so that necessary work adjustments can be made to cover the absence. Failure to notify supervisors may lead to disciplinary action up to and including dismissal. An employee who is absent from work for three or more consecutive working days without notifying his/her supervisor may be subject to termination of employment.

#### Injury Report

It is the responsibility of each employee to report as soon as practical, all injuries which occur during working hours. All such injuries must be reported to the school nurse, to the employee's supervisor and the Business Office. Employees who are injured while on the job will be subject to the Illinois Worker's Compensation Act. Failure to report an injury at the workplace may be considered a violation of work rules.

#### Notification of Absence

The District has procedures for reporting absences. An employee who must be absent is responsible to provide proper notification. Failure to provide a timely report of absence can cause unnecessary disruption in the operation of the school or department, and may lead to disciplinary consequences.

#### Certification of Absence

An absent employee must complete the proper absence notification in ERMA or alternate method where acceptable. An employee's earnings for days absent cannot legally be paid if the appropriate certification of absence has not been filed.

The Board may require a physician's certificate, or if the treatment is by prayer or spiritual means, that of a spiritual advisor or practitioner of such person's faith, as a basis of pay, after an absence of three (3) days personal illness or as it may deem necessary in other cases.

Falsification of a signed statement or physician's certificate is grounds for suspension and/or termination of employment.

#### Tardiness

Each position has an established work schedule to which employees must adhere. An employee cannot alter his/her established work schedule without prior administrative/supervisory approval.

Excessive tardiness is unacceptable and may lead to disciplinary consequences.

#### Work Site

An employee is expected to report on time, as determined by his/her supervisor, and stay at his/her job site during work hours except during lunchtime, unless job responsibilities require travel. In case of emergency, the employee should follow established procedure before leaving the work site.

An employee should not permit unauthorized persons into his/her assignment area without first seeking administrative approval.



### Unsafe or Hazardous Conditions

It is the responsibility of each employee to notify his/her supervisor of any instances of unsafe or hazardous working conditions immediately. Failure to report unsafe or hazardous conditions may be considered a violation of work rules.

### Leaving School During Working Hours

Advance notice must be given to the supervisor before leaving the building during work hours.

### Outside Employment

Employees shall devote full time and attention during working hours to their school duties. Employees shall not accept outside employment that is detrimental to their school duties.

### Personal Conduct

An employee is expected to be knowledgeable of Board Policies and Procedures and State and Federal laws and rules related to the successful function of his or her job. In all cases, employees are expected to implement and carry out the mission and objectives of District policies and procedures, their job description, and their current Educational Support Personnel Handbook. Furthermore, an employee is expected to be considerate of all fellow employees, as well as students, parents, and the citizens who use school facilities.

Any conduct which discredits the education profession or the reputation of the Geneseo Community Unit School District #228 Board of Education may be considered conduct unbecoming an employee. Behavior that directly or indirectly negatively impacts teaching and learning is unacceptable. Examples of such conduct may include:

- a. Use of vulgar, profane, or other disrespectful, discriminatory or racist language;
- b. Giving cruel and/or humiliating verbal abuse to others, particularly in the presence of their peers;
- c. Shaking, striking, pushing or propelling others into walls, furniture, or the ground;
- d. Failing to maintain confidentiality in discussing District, school, or student matters;
- e. Inappropriately seizing and/or using student property;
- f. Inappropriately handling or using District property, especially care of technological equipment;
- g. Inappropriate use of cell phones during work time;
- h. Inappropriate or unauthorized use of District facilities;
- i. Inappropriate, offensive or disruptive dress;
- j. Failure to communicate in a timely and professional manner with direct supervisor any issues or concerns;
- k. Dishonesty;
- l. Failing to be prepared for work;
- m. Engaging in criminal activities;
- n. Falsifying timesheets or any other work-related documents including applications;
- o. Failing to report unsafe or hazardous conditions;
- p. Failing to report any suspected incidences of abuse;
- q. Failing to complete assigned tasks on time.

Administration will consider aggravating and mitigating circumstances when considering the consequences for misconduct. Consequences may range from oral warnings up to termination, depending upon the severity and frequency of infractions.

While it is impossible to predict the many situations that may arise or to describe all aspects of acceptable or unacceptable conduct, an employee is expected to know and apply Board Policy and Administrative Procedures related to his or her job. Beyond that, an employee is to use common sense, courtesy, consideration, and reasonableness in relationships with other persons.

#### Insubordination

The immediate administrator/supervisor is expected to provide clear direction so reasonable work may be accomplished in accordance with the concept of need and/or priority.

An employee is expected to follow instructions whether or not the employee is in agreement with the instruction, unless the employee is placed in an unsafe or unlawful condition.

#### Workplace Harassment Prohibited

##### Board 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 and/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.

Employees should report claims of harassment to his or her immediate supervisor or the Nondiscrimination Coordinator and/or refer to Board Policy, 2:260 *Uniform Grievance Procedure*.

The current Nondiscrimination Coordinator is:

Mr. **Tim Gronski**  
648 N. Chicago Street  
Geneseo, IL 61254  
309-945-0450

The current Complaint Managers are:

Mr. Tim Gronski  
648 N. Chicago Street  
Geneseo, IL 61254  
309-945-0450

Mrs. **Cassie Hanson**  
648 N. Chicago Street  
Geneseo, IL 61254  
309-945-0450

Possession or Use of Alcohol, Tobacco, Controlled Substances, or Weapons on District Premises

Board policy prohibits the unlawful manufacture, distribution, dispensing, sale, possession or use of alcohol, tobacco, and/or controlled substances or weapons on District premises or while performing any function as an employee of the District. Employees are expected to report for and continue throughout the workday, including lunch period, free from alcohol, tobacco, and/or controlled substances.

Any employee who must use medication that may affect the sense of balance or speech should notify his or her immediate supervisor before starting work.

Smoking is not allowed on school premises at anytime, or in any district vehicle.

No employee may possess, use, or exhibit weapons on District-owned property.

Authorized Use of District-Owned Material

District-owned property, equipment, and supplies are intended for school use.

If, however, equipment is used other than at a Geneseo Community Unit School District #228 site, **prior approval must be obtained** by completing the proper Request Form, 5:65-AP, and submitting it to the superintendent or designee.

An employee may not appropriate for personal use property, equipment, or supplies owned by or under the control of the Geneseo Community Unit School District #228. The following items are not available for personal use, unless the employee obtains specific and written approval from the superintendent or designee: District vehicles, trailers, technology equipment (such as digital cameras, printers, projectors, etc.), dishwashers, ovens, washing machines, dryers, and school trash dumpsters. (Board Policy 5:65)

Board Policy 6:235 *Access to Electronic Networks* should be taken seriously. Employees should never give their passwords to students or family members.

Workshops

If a building administrator requests that educational support personnel attend training or a workshop that will extend beyond the employee's normal workday, that employee shall

be paid for no more than eight (8) hours of the training and appropriate travel time to and from the workshop/training.

Any additional time shall not be paid work time nor create any overtime situation.

#### Solicitation

Unauthorized sales and solicitation of orders for various types of commercial products or services to anyone on school property is prohibited. Solicitation of employees of the school by other employees and the distribution of literature between employees during work time is prohibited unless specifically authorized by school officials. This rule does not apply to break periods, meal times, or other specified periods during the workday when employees are properly not engaged in performing their work tasks.

## **Employee Discipline and Termination Procedures**

#### At-Will Status

Educational support personnel of the district are employees-at-will, subject to termination by the Board of Education at any time without notice, compensation, or reason.

#### Progressive Discipline

If deemed necessary and appropriate, the district may enforce the progressive discipline policy:

- a. Verbal Warning, with documentation to be included in personnel file.
- b. Written Warning, with documentation to be included in personnel file.
- c. Infraction #1 after written warning may lead to one-day suspension without pay.
- d. Infraction #2 after written warning may lead to three-day suspension without pay.
- e. Infraction #3 after written warning may lead to five-day suspension without pay.
- f. Infraction #4 after written warning may lead to termination.

This progressive discipline policy is cumulative, is not infraction specific, and does not reset at the beginning of a new school or calendar year.

The following may lead to discipline and/or termination:

- a. A statement by a prospective employee of his/her qualifications for the position for which he/she has applied is a material representation upon which the school relies in determining whether or not to offer the applicant employment. Discharge from employment may result in the event that the applicant has misrepresented his/her qualifications.
- b. Misleading or dishonest acts, including but not limited to, falsification of records, report(s), employment application, time sheet(s), concealment of such acts committed by employee or others, and/or willful destruction of property.
- c. Reporting to work while under the influence of, or introducing, possessing, or using on District property, any intoxicating or controlled substance not prescribed to the employee by a licensed physician, or any look-alike substance. Employees with

prescription drugs, which could impair motor function, must advise their supervisor of said possibility when reporting to work after receiving such prescription.

- d. Fighting with, threatening, intimidating, coercing, physically abusing or interfering with another employee or persons doing business with the District.
- e. Theft of District property, or theft of another's personal property while on district premises.
- f. Practicing or promoting discrimination against or harassment of another, or any behavior which constitutes gross disrespect for others including, but not limited to, insensitive remarks about race, national origin, sex, sexual orientation, age, religion, citizenship status, disability, or any other status protected by Federal or State statute, rule or regulation.
- g. Insubordination involving a willful refusal to satisfactorily perform an employee's duties.
- h. Using profane or abusive language, or displaying the abusive conduct toward an employee or other person.
- i. Possession of any dangerous weapon or explosive device while on District property.
- j. Committing any felony or misdemeanor crimes prohibited by state, federal or local laws, or failure to report unlawful conduct, which may be, in the discretion of the superintendent, detrimental to the District.
- k. Excessive absenteeism and/or improper use of leave time.
- l. Leaving premises during working hours without permission of supervisor and/or unauthorized entrance during non-working hours.
- m. Release, disclosure or granting access to information and/or documents when such release would constitute a violation of federal or state statute, rule or regulation.
- n. Making unwelcome sexual advances toward or requesting sexual favors from other employees, or engaging in verbal or physical conduct or communication of a sexual nature which constitutes sexual harassment or otherwise creates an intimidating, hostile or offensive work environment.
- o. Solicit or engage any student or employee in any activity that is in violation of federal or state statute, or immoral. An employee shall report evidence/knowledge of any such activity to the Superintendent immediately.
- p. Engaging in any sexual or otherwise inappropriate relationship with any student. Employees shall not make sexually suggestive remarks or engage in sexual conduct or acts on or towards students. Employees shall personally report evidence/knowledge of any such activity to the Superintendent immediately.

- q. Failure to report evidence/knowledge of child abuse to the Department of Child and Family Services hotline. The employee shall notify the building principal that a report was made.
- r. Knowingly surrendering or delivering a child to a person, other than the child's parent or guardian, without approval from the parent, guardian or administrator responsible for operations of the building. No employee shall surrender or deliver a child to a person who is prohibited such contact by an Order of Protection or other Order of the Court.
- s. Accepting unauthorized monetary or material gifts from suppliers for personal use or gain.
- t. Utilizing District technology to view, obtain, transfer or download pornographic or sexually explicit material.

This list is by way of illustration and should not be deemed complete. It does not limit the District's right to discipline, up to and including termination, for reasons not specifically listed. It does not limit the District's right to discharge for any reason, or no reason at all.

## **Work Hours/Days/Year**

The purpose of this article is to define the normal work hours, days, and year, and shall not be construed as a guarantee of hours of work per day or days of work per week. Determination of the work schedule and assignment of work shall be made by the District and may be changed from time to time to meet changing needs.

### Daily Work Schedule

All employees shall be assigned a schedule, which shall have a regular starting and ending time. Work schedules showing the employees work days and hours shall be determined by the employee's immediate supervisor and filed yearly with the Superintendent. Summer schedules may change from school year hours according to the requirements of the supervisor.

### Lunch Period

Employees working five (5) or more hours per day shall be provided a thirty (30) minute duty-free lunch period without pay. It is understood, should emergency situations develop, regularly scheduled lunch periods may be temporarily changed. Lunch periods are unpaid.

### Work Week

The normal workweek for Category One, Two, Three and Four employees is Sunday through Saturday.

### Work Year

The work year for educational support personnel will be specified in individual

assignment/wage notices furnished to each employee annually. An employee cannot alter his/her established work year without prior administrative/supervisory approval.

## **Wages and Job Descriptions**

### Wage Notice

The rate of pay for each employee is set annually by the Board of Education, and will be conveyed to the employee in a timely manner.

### Payroll

All educational support personnel are paid on a twice-per-month basis according to the schedule published yearly by the District office. Payday is normally scheduled on the 15th and the last day of the month, or the previous workday if those dates fall on a weekend or holiday. Regular pay will be made through Direct Deposit. Any errors or questions should immediately be reported to the payroll accountant.

### Overtime Compensation

Overtime shall include only work performed by the employee at the direction of the building principal or direct supervisor. Prior approval of the additional hours is required. Overtime shall be computed on an actual time basis, exclusive of the lunch hour, leaves, disciplinary suspensions, and vacations, for hours worked beyond forty (40) hours per week. Overtime shall be paid at the rate of time-and-one-half of the employee's time sheets as per established business office procedure.

Overtime compensation will be paid exclusively for work hours accrued beyond 40 hours in the standard workweek.

To clarify, you must **work** the actual 40 hours prior to any overtime earnings. For example, you cannot take paid vacation time on a Monday and Tuesday (16 hours), then work 9 hours per day on Wednesday, Thursday and Friday (27 hours) and be compensated at an overtime rate for 3 hours (43 hours total). In this example, you would be paid 43 hours at your regular rate of pay.

Except in cases of extreme emergency, no paid time-off can be considered eligible for accumulating overtime compensation. This would include personal leave, vacation leave, paid holiday, or sick leave.

Special consideration will be given to those circumstances that require overtime hours for certain events where a private individual or organization rents a district facility. In those cases, the Superintendent or Chief School Business Official, hereinafter known as CSBO, has discretion to determine whether or not overtime compensation may be paid if an individual used paid time off during that week.

Employees, with the approval of their supervisor, may elect to take overtime in two ways:

- a. In dollars, at one-and-one-half (1-1/2) times their regular hourly rate, or
- b. In compensatory time at the rate of one-and-one-half (1-1/2) hours off for each

hour worked over 40 hours. Compensatory time must be taken at times which will not interfere with the operation of the school and only with the prior approval of the immediate supervisor. Compensatory time must be recorded on the employee's time sheet as per established business office procedure and used within the next pay period without exception, unless approved by the CSBO or designee.

## Holidays and Vacation

### Holidays

The holidays specified in the Benefit/Holiday Chart in this section are not to be worked by any educational support personnel, regardless of whether the holiday is a paid or unpaid holiday, unless requested by a direct supervisor, building principal, or the superintendent.

The categories of employees eligible for paid holidays are specified in the Benefit/Holiday Chart. Holidays that fall on weekends are not paid holidays, unless specifically designated as such. Employees are paid only for those holidays that fall in their normal work year.

The work day prior to and immediately following a holiday must be worked in order to qualify for holiday pay except in cases of illness, emergency, or approved personal and/or vacation days. Employees must be prepared to present a written explanation from a doctor in case of illness. Temporary employees are not eligible for paid holidays.

### BENEFIT/HOLIDAY CHART

<b>Benefit</b>	<b>Category #1: ESP employees that work less than 3.50 hours per day (less than 600 hours per year)</b>	<b>Category #2: ESP employees that work between 3.50 and 5.99 hours per day (600 hours or more per year)</b>	<b>Category #3: ESP employees that work between 6.00 and 6.99 hours per day</b>		<b>Category #4: ESP employees that work between 7.00 and 8.00 hours per day</b>	
Health Insurance	No	No	If requirement of ACA		Yes	
Life Insurance	No	No	No		\$40,000	
IMRF	No	Yes	Yes		Yes	
Sick Days	No	10	10		18	
Personal Days	No	No	No		2	
Vacation Days	No	No	No		No, if less than 12 month	Yes, if 12 month (35-40 hours/week)
Paid Holidays	No	No	No, if less than 12 month	12 month (30-34.9 hours/week)	Less than 12 month, but =>180 workdays + 8 paid holidays (35-40 hours/week)	12 month (35-40 hours/week)



Independence Day				Yes		Yes
Labor Day					Yes	Yes
Columbus Day					Yes	Yes
Veteran's Day					Yes	Yes
Thanksgiving Day				Yes	Yes	Yes
Christmas Eve Day						Yes
Christmas Day				Yes	Yes	Yes
New Years Eve Day						Yes
New Years Day				Yes	Yes	Yes
MLK Day						Yes
Good Friday					Yes	Yes
Memorial Day					Yes	Yes

A holiday occurring within a scheduled vacation period shall not count as a day of vacation, nor shall a holiday occurring while an employee is on leave of absence for illness or injury count against the employee's sick leave.

In cases of extreme emergency, the superintendent or his designee may require specific educational support personnel to report to work on a holiday, (i.e. repair structural damage, snow removal, etc.) If the extreme emergency falls on New Years Day, Thanksgiving Day, or Christmas Day, the employee shall be paid his regular hourly rate for the holiday, plus two (2) times his regular hourly rate for the *hours actually worked*, OR, shall take compensatory time off at the rate of two (2) times the *hours actually worked*.

If the extreme emergency falls on any other holiday or Sunday, the employee shall be paid his regular hourly rate for the holiday, if the extreme emergency falls on a holiday, plus 1-1/2 times his regular hourly rate for the *hours actually worked*, OR, shall take compensatory time off at the rate of 1-1/2 times the *hours actually worked*.

See "Overtime Compensation" section for Sunday and holiday pay for hours/days worked that do not qualify as an extreme emergency.

### Vacation

#### 1. Eligibility

Only Category Four (full-time, 12-month) employees, who have completed the required period of continuous service on or before June 30, shall be granted the following paid vacation:

<b>Time Worked</b>	<b>Amount of Paid Vacation</b>
Less than 12 months as of June 30	Prorated portion of five (5) days, based on the time worked from the first day of continuous service to June 30
12 months or more, but less than two (2) years continuous service	Five (5) days
Two (2) years, but less than eight (8) years continuous service	Ten (10) days
Eight (8) years or more continuous service	Fifteen (15) days

#### 2. Procedures

The Superintendent or his designee reserves the right to require use of vacation as necessary, and will give advance notice for said requirement as is possible.

Vacation may only be used to the extent it has been earned and is available for use.

All requests for vacation must be approved prior to use by the employee's direct supervisor.

Vacation for the year must be used by August 15 of the year following vacation time earned. (Example: If employee earns two weeks vacation time July 1, 2014 through June 30, 2015, that two weeks vacation time must be used by August 15, 2016.) Accumulation or carryover of vacation is not allowed without the express written permission of the Superintendent or his designee, and in no case shall vacation be carried over in excess of one (1) year.

Vacation may be split when doing so does not interfere with the operation of the school or department, and with the approval of the supervisor and the Superintendent or his designee.

## **Leaves**

### Sick Leave

Category Four full-time educational support employee (12-month and less than 12-month) shall be entitled to eighteen (18) sick leave days per school year without loss of pay. Such leave may accumulate to an unlimited number. Any full-time employee hired after July 1, shall receive sick leave days prorated from the date of hiring to the end of the work year. Sick leave shall be interpreted to mean personal illness, quarantine at home, serious illness or death in the immediate family or household. The immediate family, for purposes of this section, shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians. The Board may require a physician's certificate, or if the treatment is by prayer or spiritual means, that of a spiritual advisor or practitioner of such person's faith, as a basis of pay, after an absence of three (3) days personal illness or as it may deem necessary in other cases. Sick leave days may only be used to the extent they have been earned and are available for use.

Category Two and Three part-time educational support personnel who are eligible for IMRF are entitled to ten (10) sick leave days per year. These days may be accumulated and used in the same manner as for full-time employees.

Employees who have worked for the District fifteen (15) or more years at retirement are eligible to be paid \$10.00 per day for unused sick leave. Or, the days may be credited to IMRF to increase the retirement benefit, subject to IMRF rules and regulations.

### Personal Leave

Category Four full-time educational support personnel (12-month and less than 12-month) shall be entitled to two (2) days of personal business leave per school year without loss of pay following the Probationary Period. Such leave shall be non-cumulative. Written application, with a reason for such leave, shall be made to the

Superintendent or his designee at least two (2) employment days prior to the desired onset of such leave, in accordance with the application for Personal Leave, provided that in an emergency, such application may be made at a later time with an explanation of such emergency. Personal leave days may only be used to the extent they have been earned and are available for use. Unused Personal Leave will convert to sick leave.

#### Bereavement Leave

Two (2) days of bereavement leave per employee (full-time and part-time), deductible from sick leave, will be granted per school year for deaths outside the employee's immediate family (as defined in 24.6 of the School Code). Requests for bereavement leave shall be made to the appropriate building principal at least 48 hours prior to the desired onset of such leave. Additionally, requests using ERMA shall be made prior to the desired onset of such leave, in accordance with application for bereavement leave. No more than two (2) educational support personnel per day district-wide will be granted bereavement leave on the same day. In case of extenuating circumstances, and as determined by the Superintendent, the above restrictions may be waived.

#### Discretionary Leave

An employee may be granted leave without pay at the discretion of the Superintendent or his designee. Such requests shall be made in writing to the Superintendent and shall contain the reason for the leave. If the nature of the leave involves an emergency, the employee may be granted a temporary unpaid leave upon request. Misuse of this application may lead to disciplinary measures, up to and including dismissal.

#### Family and Medical Leave Act

Board Policy 5:185

FMLA requires covered employers to provide up to 12 weeks each 12-month period on a "rolling" 12-month basis of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care,
- To care for the employee's spouse, son, daughter or parent, who has a serious health condition, or
- For a serious health condition that makes the employee unable to perform the employee's job.

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.

### Jury and Witness Duty

Any employee required to perform jury duty or to appear and testify in any judicial proceeding (including proceedings where an employee's attendance is required by the employer) during an employee's working time shall be granted leave for such purpose. The employee will continue to receive regular District compensation and days are not subtracted from vacation, sick leave, or personal days. The check/payment received for performing jury duty must be given to the school district. The employee may keep payment for mileage.

## **Worker's Compensation**

Absence due to injury or illness incurred in the course of the employee's employment shall not be charged against the employee's sick leave days.

## **Life Insurance**

The amount of term life insurance and accidental death and dismemberment insurance will be determined annually by the Board of Education and will be provided for all Category Four full-time educational support personnel (12-month and less than 12-month). The School Board will pay the full cost of such employee coverage.

## **Major Medical Insurance**

Category Three (if required by ACA), and Category Four educational support personnel are eligible for participation in the Group Medical and Prescription Drug Program. Details of this coverage are available in the business office. Category One and Two employees and temporary employees are not eligible for health insurance coverage. The District health plan is open to eligible employees on the first day of the month following employment, subject to restrictions in the health plan description.

The Board of Education will pay 100% of the employee's health insurance and 75% of the difference between single coverage and dependent coverage. Premiums and enrollment fees are subject to change and will be the same as that paid for certified employees.

Those employees who are on an extended unpaid leave, such as disability and/or FMLA, shall be responsible for the cost of insurance premiums. Premiums are paid in advance, so when paid leave is exhausted, the employee must make plans for premium payments prior to the first day of the next month they wish to secure insurance coverage.

## **Illinois Municipal Retirement Fund**

Contributions to IMRF by the employee and the Board of Education shall begin on the

first day of employment. Educational support personnel are covered under the provisions of IMRF as provided by statute. Specific questions regarding this coverage should be directed to the business office.

Employees must work in a position requiring 600 or more hours of work per year to qualify for IMRF coverage.

## **Evaluation Process**

- a. Probationary employees will be evaluated at least one time formally by their immediate supervisor and/or the respective building administrator within the first 60 days of the probationary period. At that point, a determination will be made for continued employment with Geneseo CUSD #228. Probationary employees may be evaluated additionally during the first year of employment.
- b. Non-probationary employees will be formally evaluated at least once every two (2) years by their immediate supervisor and/or their building administrator.
- c. The evaluation should reflect the employee's general work and is not to be a critique of one day. It represents an accumulation of observations during the evaluation period.
- d. Because of the dual supervisors in many educational support personnel jobs, supervisors may confer on the final rating and both may participate in the evaluation conference.
- e. As a result of the evaluation, the employee may be given recommendations for improvement to be made in those areas that are below expected levels. Any employee that receives an overall evaluation rating below "Satisfactory" will meet with his/her supervisor and a district administrator to determine job performance improvement goals. After 60 calendar days upon receiving the job improvement goals, the employee will be formally evaluated by his/her supervisor and/or district administration and a recommendation for continued employment or termination will be made by the CSBO in conjunction with the employee's supervisor and building administrator.
- f. A copy of the final evaluation is to be signed by the employee, the supervisor(s) and the building administrator. The employee will be given a copy and one will be placed in his/her personnel file. A signature does not necessarily indicate agreement, but that the evaluation has been read and discussed with the evaluator. The employee may submit a rebuttal in writing, which will be attached to the evaluation and placed in the personnel file.

## Educational Support Personnel Starting Wage Schedule

POSITION	2016-17 RATE
<b>Building Nurse</b>	\$15.25
<b>District Head Nurse</b>	16.25
<b>Building Secretary (9-11 month)</b>	11.25
<b>Any Aide Not Requiring Parapro Licensure</b> (Library Clerk, Clerical, Supervisory, Bus Monitor)	10.15
<b>Any Aide Requiring Parapro Licensure (Teacher, Library Reading, Instructional)</b>	10.40
<b>Custodians</b>	12.75
H.S. Night	13.30
M.S. Night	13.15
Elem Night	12.75
Elem Head	13.35
M.S. Head	13.45
H.S. Head	13.80
<b>Maintenance/Grounds</b>	14.65
<b>Cafeteria— full time and part time</b>	9.70
H.S. Head	10.80
M.S. Head	10.20
Millikin Head	10.55
NS, SW Kitchen Manager	10.05
<b>S.A.F.E. Director</b>	12.75
<b>S.A.F.E. Assistant to the Director</b>	10.40
<b>S.A.F.E. Supervisors— Year ‘Round</b>	10.15
<b>S.A.F.E. Aides— Year ‘Round and Seasonal</b>	\$8.70 or minimum wage without HS Diploma
<b>Paint Crew Supervisor</b>	12.25
<b>Painters/Maintenance</b>	8.70
• 2 <sup>nd</sup> year	8.90
• 3 <sup>rd</sup> year	9.30
• 4 <sup>th</sup> year	9.50
• 5 <sup>th</sup> year	9.75

**ESP Handbook Addendum A**  
Board Approved April 14, 2016

# Retirement Benefits for Extended Service to the District

In recognition of significant years of service to the District, the Board desires to confer upon certain educational support personnel a bonus upon receipt of the support person's notice of retirement as set forth in this Section.

A. For purposes of this section, the following definitions shall apply:

1. Years of service: Educational support personnel shall be deemed to have accrued one year of service for each year said person works in excess of 600 hours per year;
2. Notice of retirement shall mean the tendering of a written, irrevocable notice of retirement to the superintendent or his/her designee;
3. Retirement benefit shall mean a bonus, conferred upon an eligible educational support personnel, and shall not be considered an increase in wages or earnings.

B. Qualifications:

1. For educational support personnel who have at least twenty (20) years but less than twenty-five (25) years of service with the District, and have submitted a notice of retirement at least two (2) years prior to his/her effective retirement date, the Board of Education shall pay to said employee a bonus in the amount of \$200 for each year of service.
2. For educational support personnel who have at least twenty-five (25) years but less than thirty (30) years of service with the District, and have submitted a notice of retirement at least two (2) years prior to his/her effective retirement date, the Board of Education shall pay to said employee a bonus in the amount of \$300 for each year of service.
3. For educational support personnel who have at least thirty (30) or more years of service with the District, and have submitted a notice of retirement at least three (3) years prior to his/her effective retirement date, the Board of Education shall pay to said employee a bonus in the amount of \$400 for each year of service.
4. The Board of Education may, in its discretion and for good cause, reduce the notice requirements set forth in this section upon request of an employee who would be otherwise qualified for the retirement incentive set forth herein.

C. Payment

1. For educational support personnel who have at least twenty (20) years of service but less than thirty (30) years of service with the District, payment shall be made in the final two years of employment in equal installments.
2. For educational support personnel who have at least thirty (30) years of service with the District, payment shall be made in the final three years of employment in equal installments.
3. In the alternative, payment may be made over a shorter period of time, or after the support person's final day of employment and receipt of his/her final paycheck, at the discretion of the Board of Education.

D. In the event the retirement award provided for in this section would cause the Board of Education to have to pay an additional contribution, penalty or other monies constituting

a surcharge to the Illinois Municipal Retirement Fund, the provisions of this section shall become void. In no event will an educational support personnel receive an increase in total, reportable IMRF creditable earnings in excess of six percent (6%) of the prior year's total reportable creditable earnings or in excess of twenty-five percent (25%) of the prior twenty-four (24) months total reportable IMRF creditable earnings.

- E. No employee may access both the retirement benefit set forth in this Section and an Early Retirement Incentive if such an incentive is adopted by the Board of Education.



# Irrevocable Notice of Retirement

I, \_\_\_\_\_, hereby notify the Board of Education of Geneseo Community Unit School District #228 of my intention to retire from my position as an educational support personnel. This document constitutes my irrevocable notice of retirement. I understand that it will be submitted to the Board of Education at the next scheduled Board Meeting, in compliance with the Illinois Open Meetings Act.

The effective date of my retirement, and my last day of work, will be \_\_\_\_\_, 20\_\_\_\_, which is:

\_\_\_\_\_ Two years from the date of this notice.

\_\_\_\_\_ Three years from the date of this notice.

\_\_\_\_\_ Less than the notice periods set forth in the handbook. I am requesting that the Board of Education consider the following reasons as good cause to excuse the notice requirements (attach additional pages if necessary):

(Remember, amount cannot exceed 106% of previous year's salary/wages.)

Submitted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

\_\_\_\_\_  
Date

## For Office Use Only:

\_\_\_\_\_ Spread evenly over remaining paychecks

\_\_\_\_\_ Lump Sum Payment, 60 days post-retirement

\_\_\_\_\_ Percentage spread over remaining paychecks, and balance of \_\_\_\_\_ to be paid 60 days post-retirement.

**ESP Handbook Addendum B**  
Board Approved June 9, 2011