### ESP Manual Revisions for July 1, 2014 Version4/25/14 2:29 PM

- 1. Updated "Equal Employment Opportunity" to reflect Board Policy 5:10.
- 2. Updated "Employee Status Definitions" to Category One, Two, Three, and Four language in response to ACA.
- 3. More clearly defined "designated fringe benefits".
- 4. Personal days are not available for use during the probationary period.
- 5. Work Week is Sunday through Saturday.
- 6. Holidays in Holiday Chart are not to be worked by any Educational Support Personnel unless requested.
- 7. Updated Holiday Chart to reflect Category Three and Four language.
- 8. Added holiday/Sunday pay in case of extreme emergency.
- 9. Updated vacation time to reflect Category Four language.
- 10. Vacation time may only be used to the extent it has been earned and is available for use.
- 11. Superintendent reserves the right to require use of vacation time as necessary.
- 12. Clarified earned vacation language to reflect "continuous" service as opposed to "Fulltime" service.
- 13. Updated Sick Leave to reflect Category Two, Three, and Four language.
- 14. Sick leave days may only be used to the extent they have been earned and are available for use.
- 15. Updated Personal Leave to reflect Category Four language.
- 16. Personal Leave may only be used to the extent it has been earned and is available for use.
- 17. Updated Life Insurance to reflect Category Four language.
- 18. Updated Major Medical Insurance to reflect Category One, Two, Three, and Four language.
- 19. Eliminated "Seniority" as it is not applicable.
- 20. Probationary employees will be evaluated within the first 60 days of the probationary period.
- 21. Updated ESP Starting Wage Schedule for 2014-15.



# Educational Support Personnel

## Policy Manual

Revised by Board Action June 12, 2014 Effective July 1, 2014 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, constitute 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.

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### 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, personality 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 certification granted by the Illinois State Teacher Certification Board.

### 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.

#### Full-Time Employees (12 Months)

Includes all of those educational support personnel who have been hired for an indefinite period of time, and who are normally scheduled to work 35 hours or more per week for twelve (12) months. Employees in this category are eligible for certain specified benefits.

<u>Full-Time Employees (Less than 12 Months, =>188 days, 35-40 hours/week)</u> Includes all of those educational support personnel who have been hired for an indefinite period of time, and who are normally scheduled to work 35 hours or more per week for less than twelve (12) months. Employees in this category are eligible for certain specified benefits.

#### Part-Time Employees

Includes all educational support personnel who have been hired for an indefinite period of time, and are normally scheduled to work less than 35 hours per week. Employees in this category are eligible for certain specified benefits.

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

- o NO IMRF benefits
- o 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)

- o IMRF benefits
- $\circ$  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 6.0 and 6.99 hours per day

- IMRF benefits
- o 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)

#### Category #4 – ESP Employees that work between 7.0 and 8.0 hours per day

- o IMRF benefits
- 18 sick days
- o 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 (if required by ACA)
- \$40,000 life insurance policy

If you change positions and move from Category Two, Three, or Four to Category One, any accumulated sick/personal days are "banked" with unused, uncompensated sick/personal days are turned in to IMRF for service credit and are no longer available to use. These may NOT be used for paid sick/personal days with the District. All other benefits will be are forfeited. (Board Policy 5:330-E)

#### Temporary/Seasonal Employees

Includes those who are hired with the understanding that they will be terminated after a given period of time. Such employees are not eligible for most 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 seniority and as the starting date for their probationary period.

#### Probationary Employees

Includes all of those full-time and part-time <del>classified</del> employees who have not completed their probationary periods.

#### **Probationary Period**

Educational support personnel shall be considered probationary employees for the first one hundred, 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, their 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 (ie. 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 terms 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 is are not ethically acceptable reasons for absence, unless you have an approved personal leave.

### Excessive absence is undesirable and detrimental to the District unacceptable and may lead to discipline.

#### 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 as much in advance as possible 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 at Geneseo Community Unit School District #228.

#### 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 problems in the operation of the school or department.

#### 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.

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 <del>can</del> may lead to <del>disciplinary consequences</del> discipline.

### 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, both professional and classified, 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;
- 1. 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 (Board Policy 5:20)

The Geneseo Community Unit School District #228 Board of Education prohibits any form of sexual harassment. Sexual harassment may include, but is not limited to:

- a. Creating an intimidating, hostile, or offensive work or learning environment;
- b. Repeated offensive sexual flirtations;
- c. Sexual advances or propositions;
- d. Verbal remarks or abuse of a sexual nature;
- e. Graphic or degrading verbal comments about an individual or his/her appearance;
- f. The display of sexually suggestive objects or pictures;
- g. Any offensive or abusive physical contact.

Whenever any employee engages in sexually provocative or exploitative conduct, (including "dating"), with students of the Geneseo Community Unit School District #228, a strong presumption of unfitness arises against the employee.

If any employee has questions, concerns or complaints regarding sexual harassment, he or she is to contact his or her immediate supervisor, or the Nondiscrimination

Coordinator and/or use the Board Policy, 2:260 <u>Uniform Grievance Procedure</u>. The current Nondiscrimination Coordinator is:

Mr. Scott Kuffel 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 and/or controlled substances 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 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.

No employee may possess, use, or exhibit weapons on District-owned property. Smoking is not allowed on school premises at anytime, or in any district vehicle.

### 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 <u>Access to Electronic Networks</u> 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, compensations, or reason.

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.
- 1. 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/of Work Year

The purpose of this article is to define the normal hours of 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. However, It is understood, should emergency situations develop, regularly scheduled lunch periods may be temporarily changed. All employees who work more than five (5) hours per day must take an unpaid lunch period. Lunch periods are unpaid.

### Work Week

The normal workweek for regular, full-time employees shall be thirty-five (35) to forty (40) hours work, excluding lunch periods, Category One, Two, Three and Four employees is from Sunday through Saturday. The normal workweek for regular, part-time employees shall be less than thirty-five (35) hours, excluding lunch, depending upon assignments.

### Work Year

The work year for educational support personnel will be specified in individual job descriptions assignment/wage notices furnished to each employee annually.

### Wages and Job Descriptions

The hourly rate of pay for each employee is set yearly annually by the Board of Education, The salary rates will be set at a regular Board of Education meeting 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 business District office. Payday is normally scheduled on the 15th and the last day of the month, or the previous workday nearest to those dates if those dates fall on a weekend or holiday. Payroll Regular pay is will be completed by 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.

<u>No paid time-off</u> 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 Director of Support Services 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
- a. 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 Director of Support Services or designee.

### Work Year, Holidays and Vacation

Holidays

The holidays specified in the 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.

Holidays for employees are designated on the official school calendar. The categories of employees eligible for paid holidays is located in the Holiday Chart. Holidays that which 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 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.

Holiday	Category #4 12-Month (35-40 hrs/wk)	Category #3 12-Month (30-34.9 hrs/wk)	Category #3 Less than 12-Month (=/>188 days, 35-40 hrs/wk)
Labor Day	PAID		PAID
Columbus Day	PAID		PAID
Veterans' Day	PAID		PAID
Thanksgiving Day	PAID	PAID	PAID
Day Before Christmas	PAID		
Christmas Day	PAID	PAID	PAID
New Years Day	PAID	PAID	PAID
Martin Luther King, Jr. Day	PAID		
Presidents' Day	PAID		
Good Friday	PAID		PAID
Memorial Day	PAID		PAID
Independence Day	PAID	PAID	

### HOLIDAY CHART

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, (ie. 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

Only full time, 12 month employees accrue paid vacations.

#### 1. Eligibility

Regular full-time, 12-month employees, who have completed the required period of fulltime service on or before June 30, shall be granted the following paid vacation:

a. Less than 12 months fulltime as of June 30, vacation will be a
 prorated portion of one (1) week based on the time worked from the first
 day of service to June 30.

b. More than 12 months fulltime, but less than two (2) years fulltime service - one (1) week vacation.

c. At least two (2) years fulltime service, but less than eight (8) years fulltime service two (2) weeks vacation.

d. Eight (8) years or more service of fulltime service - three (3) weeks vacation.

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:

Time Worked	Amount of Paid Vacation
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 continuous service, 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, 2012 through June 30, 2013, that two weeks vacation time must be used by August 15, 2014.) No-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. Employees may, however, make written requests to the Superintendent or his designee to withhold vacation days for use during Thanksgiving or the Christmas Holidays.

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.

A summer vacation schedule will be established prior to the final day of school.

Employees receiving two (2) weeks vacation must take vacation during the summer months or during Christmas or Spring break. Any exception must be cleared with the Superintendent or his designee.

Employees receiving three (3) weeks vacation are asked to take one (1) week at Christmas or Spring break.

### Leaves

#### Sick Leave

Each Category Four full-time educational support employee (12-month and less than 12month) 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 employees 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

Each Category Four full-time educational support personnel (12-month and less than 12month) 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 noncumulative. 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). No more than two (2) educational support personnel per day district-wide will be granted bereavement leave on the same day. Verbal requests for Bereavement Leave must be submitted to the appropriate building principal at least 48 hours in advance of the date for which the leave is requested. Written requests will be submitted prior to the commencement of the bereavement leave, except in cases of emergency. In an emergency situation, written requests shall be submitted the first school day following the employee's return from the leave. 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.

### 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 and Category Four (if required by ACA), Full-time employees are eligible for participation in the Group Medical and Prescription Drug Program. Details of this coverage are available in the business office. Employees working less than 35 hours per week Category One and Two employees and temporary employees are not eligible for this health insurance coverage. Enrollment dates for new eligible employees are according to the Medical Plan regulations (see Health Care Plan Appendix). 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. This amount is 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, 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 the 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.

### **Seniority**

Seniority shall begin with the date of original full-time employment and shall include only time for which pay has been received except that total seniority shall not be diminished by temporary layoffs due to lack of work or lack of funds. (A temporary layoff shall be interpreted to mean less than twelve (12) months.)

Whenever it becomes necessary to lay off employees due to shortage of work or lack of funds, full-time employees shall be laid off in inverse order to their length of service. Part-time employees do not have seniority. Layoffs will be within specific categories of employment as determined by the Board of Education.

All employees are expected to give at least two (2) weeks notice of their intention to discontinue service with the Board of Education.

### **Geneseo Educational Support Personnel** Evaluation Process

### **Full-time and Part-time Employees**

- a. Probationary employees will be evaluated at least one time formally by their immediate supervisor and/or the respective building administrator before the 120 working days probationary period expires 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 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 Director of Support Services 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, which is placed in the personnel file.

### Educational Support Personnel Starting Salary Wage Schedule

POSITION		2014-15 RATE
Nurses		14.55
Head nurse bonus	\$1.00	
Secretaries (9-11 month)		11.13
Aides (Teacher, Library, Clerical, Supervisory, Bus Monitor, Reading, Instructional)		10.01
Custodians		12.66
Night bonus	\$0.35	
Elem Head	\$0.40	
• M.S. Head	\$0.60	
• H.S. Head	\$1.00	
Maintenance		14.52
Lead Grounds     Supervisor	\$1.65	
Cafeteria		9.50
• H.S. Head	\$1.25	
• M.S. Head	\$0.65	
Millikin Head	\$1.00	
<ul> <li>NS, SW Kitchen Manager</li> </ul>	\$0.50	
S.A.F.E. Supervisory Aides—Year 'Round		8.63
S.A.F.E. Supervisors— Year 'Round		10.01
• Asst. to the Director	\$0.25	
S.A.F.E. Supervisory Aides—Part Time		8.53
• 2 <sup>nd</sup> year part time aide	\$0.25	
• 3 <sup>rd</sup> year part time aide	\$0.50	
Paint Crew Supervisor		11.84
Painters	¢0.05	8.53
• 2 <sup>nd</sup> year	\$0.25	
• 3 <sup>rd</sup> year	\$0.50	
• 4 <sup>th</sup> year	\$0.75	
• 5 <sup>th</sup> year	\$1.00	

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### **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.

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- 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.

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### **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.
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T	hree y	years	from	the	date	of th	is no	tice.
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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):

### **Payment Request Information**

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

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

\_\_\_\_\_ Lump Sum Payments

\$ on (Date)
\$ on (Date)
\$ on (Date)

\_\_\_\_\_ Spread over checks dated (Month/Year\_\_\_\_\_ to Month/Year\_\_\_\_\_)

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

Employee Signature

Date

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