

ESP Policy Manual Changes for 2022-23 School Year

Cover	<b>Update Dates:</b> June 9, 2022 & July 1, 2022
Page 19 Benefit/Holiday Chart	<b>Add:</b> Juneteenth Holiday
Page 20 Sick & Personal Leave	<p><b>Add:</b> “Sick leave is pro-rated for mid-year new hires and adjusted for resignations/retirements prior to position assignment end date.”</p> <p><b>Add:</b> “Upon resignation/retirement, the balance of accumulated sick leave is submitted to IMRF for service credit.”</p> <p><b>Add:</b> “Personal leave is pro-rated for mid-year new hires and adjusted for resignations/retirements prior to position assignment end date.”</p>
Page 21 Other Leaves	<b>Add:</b> “See <u>Board Policy 5:330</u> for detail on other leaves.”



GENESEO

COMMUNITY UNIT  
SCHOOL DISTRICT #228

Where the *future* grows.

# Educational Support Personnel

# Policy Manual

Revised by Board Action **June 9, 2022**

Effective **July 1, 2022**

**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.**

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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 violence, sexual violence, or gender 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 their status as a registered qualifying patient or a registered designated caregiver for purposes of the Compassionate Use of Medical Cannabis Program Act, 410 ILCS 130/. (Board Policy 5:10)

## **Employment Qualifications**

Educational Support Personnel (ESP) 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 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

Educational support personnel of the district are employees-at-will, subject to termination by the Board of Education at any time without notice or reason. Board Policy 5:270

Educational support personnel normally include employees 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.

Educational support personnel are placed into the following categories:

- Category #1 – ESP that work less than 3.50 hours per day
- Category #2 – ESP that work between 3.50 and 5.99 hours per day
- Category #3 – ESP that work between 6.00 and 6.99 hours per day
- Category #4 – ESP that work between 7.00 and 8.00 hours per day

#### Temporary/Seasonal/ESP Substitutes

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 introductory period.

#### Introductory Employees

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

#### Introductory Period

Educational support personnel shall be considered introductory 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. Nothing that occurs during or after this period should be construed to change the nature of the at-will employment relationship.

Prior to the end of the introductory period, the principal or supervisor shall indicate, on the evaluation form for introductory 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 designee in consultation with the immediate supervisor shall determine the individual's future employment status in the school district.

During the introductory 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 introductory 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). An introductory employee may be released at any time during the introductory period.

#### 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.

#### Personal Contact/Information Changes

It is your obligation to provide Geneseo CUSD #228 with your current contact information,

including current mailing address and telephone number. Inform the District of any changes to your marital or tax withholding status. Failure to do so may result in loss of benefits or delayed receipt of W-2 and other mailings. To make changes to this information, contact Human Resources at the District Office.

## **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 their 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 their supervisor may be subject to termination of employment.

### Injury Report

It is the responsibility of each employee to report all injuries which occur during working hours. All such injuries must be reported to the school nurse and to the employee's supervisor as soon as practical. An accident report must be submitted to the District Office within two (2) working days of incident. 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 Skyward's Employee Access 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 their 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 their supervisor, and stay at their 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 their assignment area without first seeking administrative approval.

### Unsafe or Hazardous Conditions

It is the responsibility of each employee to notify their 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

Educational support personnel shall devote full time and attention during working hours to their school duties and 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 their 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 Policy Manual. 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 their 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

The School District expects the workplace environment to be productive, respectful, and free of unlawful discrimination, including harassment. Board Policy 5:20 District employees shall not engage in harassment or abusive conduct on the basis of an individual's actual or perceived race, color, religion, national origin, ancestry, sex, sexual orientation, age, citizenship status, disability, pregnancy, marital status, order of protection status, military status, or unfavorable discharge from military service, nor shall they engage in harassment or abusive conduct on the basis of an individual's 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.*

The District will take remedial and corrective action to address unlawful workplace harassment, including sexual harassment.

#### Sexual Harassment Prohibited

The School District shall provide a workplace environment free of verbal, physical, or other 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, but is not limited to, verbal, physical, or other 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 their 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. Nathan O'Dell  
648 N. Chicago Street  
Geneseo, IL 61254  
309-945-0450

Mrs. Sarah Boone  
648 N. Chicago Street  
Geneseo, IL 61254  
309-945-0450

Possession or Use of Alcohol, Tobacco, Controlled Substances, or Weapons on District Premises  
Educational Support Personnel must abide by Board Policy 5:50, Drug- and Alcohol-Free Workplace; Tobacco Prohibition. 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 their immediate supervisor before starting work.

Smoking, including use of smokeless tobacco, is not allowed on school premises at any time, 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-E, 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 anyone.

#### 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 school employees 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.

## **Termination Procedures**

#### At-Will Employment

Educational support personnel of the district are employees-at-will, subject to termination by the Board of Education at any time without notice, or reason. Board Policy 5:270

If a written contract between educational support personnel and the Board of Education is inconsistent with this manual, the written contract is controlling.

### Resignation Policy

An employee is requested to provide two weeks' notice of a resignation. A resignation notice cannot be revoked once given. An employee planning to retire should notify their supervisor at least two months before the retirement date or at least two years' notice if in an IMRF qualifying position and submitting for a longevity service bonus.

Notify Human Resources if your address changes during the calendar year in which resignation occurs to ensure tax information is sent to the correct address.

Any hourly rate is forfeited upon resignation/retirement. If rehired in the future, the new hourly rate will be the educational support personnel starting wage for that position and school year.

### Reduction in Force and Recall

The Board may, as necessary and prudent, decide to decrease the number of educational support personnel or discontinue a particular type of educational support service. Board Policy 5:290

### Suspensions

A disciplinary suspension can occur during an investigation into allegations. The suspension may be with or without pay. Board Policy 5:290

### Job Abandonment

If you fail to show up for work or fail to call in with an acceptable reason for the absence for a period of three consecutive days, you will be considered to have abandoned your job and voluntarily resigned from Geneseo Community Unit School District #228.

### Return of Property

Return all District property at the time of separation, including keycards/keys, laptops, uniforms, cellphones, employee athletic pass, etc.

## **Standards of Conduct/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 their 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 their 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 their established work year without prior Superintendent or designee approval.

### Telework

Telework arrangements must have prior written approval by the employee's immediate Supervisor and CSBO and are approved on a case-by-case basis. The written arrangement must be approved prior to any telework occurring. Telework is not feasible for most departments and positions within the District. Not all work duties can be performed from home. In general, positions requiring face-to-face interaction with the public, students, parents, and other employees are not suitable for telework. Employees must be able to carry out the same duties, assignments, and other work obligations at their home office as they do when working on the school district premises. Employees must be available to attend scheduled meetings and participate in other required office activities as needed. The District does not provide telework employees with equipment or office furnishings for their home offices. A telework arrangement cannot cause another employee to cover your assigned duties and/or create additional work hours for other employees on the school district premises. The Superintendent, CSBO, or designee has the right to cancel or suspend employee telework privileges at any time, for any reason or for no reason.

### School Closings/Remote Days and Cancellations

In the event of weather related school closings/remote days or any other unforeseeable circumstances that result in the District cancelling in person school, work status is based on the following chart:

<b>POSITION</b>	<b>WORK STATUS</b>	<b>PAID/UNPAID</b>
<b>Aides (Paras &amp; Non-Paras)</b>	Do not report to building - Telework not allowed	Unpaid Day*
<b>Food Service</b>	Do not report to building unless you are contacted by Supervisor	Unpaid Day*; unless requested to work, then actual hours worked will be paid
<b>Nurse (Head &amp; Building)</b>	Do not report to building - Telework not allowed	Unpaid Day*
<b>Building/Library Secretary (Not 12 month)</b>	Do not report to building - Telework not allowed	Unpaid Day*
<b>Skyward Technologist</b>	Contact Supervisor to discuss expectations	Unpaid Day*; unless requested to work, then actual hours worked will be paid
<b>12 MONTH POSITION</b>		
<b>FT Custodians</b>	Report to building or contact Supervisor if using PTO	Can use accrued vacation, personal, sick, or unpaid time
<b>PT Custodians</b>	Report to building or contact Supervisor if using PTO	Can use accrued personal, sick, or unpaid time
<b>Maintenance/Grounds</b>	Report to building or contact Supervisor if using PTO	Can use accrued vacation, personal, sick, or unpaid time



<b>S.A.F.E Director</b>	Do not report to building - SAFE is closed	Can use accrued vacation, personal, sick, or unpaid time
<b>S.A.F.E Aides</b>	Do not report to building - SAFE is closed	Unpaid Day*
<b>District Office Staff &amp; Building Secretary (12 mo.)</b>	Contact Supervisor to discuss expectations	Can use accrued vacation, personal, sick, or unpaid time

\*As a non-contracted, at-will hourly employee, there is no guaranteed number of paid hours or paid days per school year. The Chief School Business Official may consider end of school year work days, if applicable, for ESPs with prior approval.

If school is cancelled, but evening activities and practices are not cancelled, then educational support personnel scheduled during those events should report to work. Often times events scheduled in the evening may be held as conditions improve.

If school is not released early, but unfavorable weather conditions develop and evening activities are cancelled/completed, educational support personnel can use accrued paid time off or unpaid time as needed.

School District Forced Remote Learning

In the event Geneseo CUSD #228 is forced into a district wide remote learning model, all educational support personnel should report to building as normal for assigned work hours. The Superintendent will provide special instructions if work schedule is different from stated in this section.

## **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.

Time Sheets

Geneseo CUSD #228 is required by applicable federal, state, and local laws to keep accurate records of hours worked by educational support personnel. Hourly ESPs are required to record all working time using pay period time sheets. Contracted ESPs may also be required to track days or time worked. Contact your Supervisor for specific instructions.

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 District office procedure.

Overtime compensation will be paid exclusively for work hours accrued beyond 40 hours in the standard work week, Sunday through Saturday.

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 (see "Holidays" section), 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.

#### ESP Substitutes

All educational support personnel that work as an ESP substitute, to cover for another employee, will be paid at their own current hourly rate for the additional hours. There will be no ESP substitute hourly rate adjustment, even if the position being covered has a starting wage that is lower or higher. An educational support personnel's regular work hours plus substitute hours cannot exceed 40 hours per standard work week, Sunday through Saturday.

When an employee has left their ESP position at Geneseo CUSD #228, their current hourly rate is forfeited. If the former employee returns as an ESP substitute, the substitute will receive the starting hourly rate for the position that they are subbing, according to the current wage schedule.

## **Holidays and Vacation**

#### Holidays

The holidays specified in the Benefit/Holiday Chart in this section are not to be worked by any ESP, regardless of whether the holiday is a paid or unpaid holiday, unless requested by a direct

supervisor, building principal, or the superintendent. Temporary employees are not eligible for paid holidays.

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.

**BENEFIT/HOLIDAY CHART**

<b>Benefit</b>	<b>Category #1 ESP employees that work less than 3.50 hours per day</b>		<b>Category #2 ESP employees that work between 3.50 and 5.99 hours per day</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>	
	less than 600 hours per year	more than 600 hours per year				
Health Insurance	No	No	No	If requirement of ACA	Yes	
Life Insurance	No	No	No	No	\$40,000	
IMRF	No	Yes	Yes	Yes	Yes	
Sick Days	No	10	10	10	18	
Personal Days	No	No	0	0	2	
Vacation Days	No	No	No	No	No, if less than 12 month	Yes, if 12 month (35-40 hours/week)
Paid Holidays	No	No	No	No	Less than 12 month, but = or >180 workdays + 8 paid holidays (35-40 hours/week)	12 month (35-40 hours/week)
Independence Day						Yes
Labor Day					Yes	Yes
Columbus Day					Yes	Yes
Veterans Day					Yes	Yes
Thanksgiving Day					Yes	Yes
Christmas Eve Day						Yes
Christmas Day					Yes	Yes
New Year's Eve Day						Yes
New Year's Day					Yes	Yes

Presidents' Day					Yes
Good Friday				Yes	Yes
Memorial Day				Yes	Yes
Juneteenth					Yes

If you change positions, your benefits will be adjusted to the appropriate category on a prorated basis. If you move to a non-qualifying position, any unused, uncompensated sick/personal days are turned in to IMRF for service credit and are no longer available to use. If applicable, all other benefits are forfeited. (Board Policy 5:330-E)

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 Year's Day, Thanksgiving Day, or Christmas Day, the employee shall be paid their regular hourly rate for the holiday, plus two (2) times their 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, the employee shall be paid their regular hourly rate for the holiday, plus one and one-half (1-1/2) times their regular hourly rate for the *hours actually worked*, OR, shall take compensatory time off at the rate of one and one-half (1-1/2) times the *hours actually worked*.

See "Overtime Compensation" section for holiday 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:

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, 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.

Effective July 1, 2020, accumulation or carryover of vacation time is not allowed. Employees have one year to use their vacation time. There will be a grace period until August 15<sup>th</sup> to use the previous year's allocation. As of August 16<sup>th</sup> each year, the balance of vacation time should be equal to or less than the vacation amount received on July 1<sup>st</sup> of the current year. Any vacation balance over the new allocation amount on July 1<sup>st</sup> will be zeroed out on August 16<sup>th</sup> if not used prior.

Example: An employee has a balance of 3 vacation days on June 30<sup>th</sup>. On July 1<sup>st</sup>, the employee is allocated 5 more vacation days, for a total balance of 8 days. The employee must use 3 days by August 15<sup>th</sup> (1-1/2 month grace period) or the 3 days will be zeroed out on August 16<sup>th</sup> since the employee had the previous year plus the grace period to use the 3 vacation days.

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 designee.

## Leaves

### Sick Leave

Category Four full-time educational support personnel (12-month and less than 12-month) shall be entitled to eighteen (18) sick leave days per school year without loss of pay. **Sick leave is prorated for mid-year new hires and adjusted for resignations/retirements prior to position assignment end date.** Sick 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 requests should be submitted to Employee Access as soon as practical. Sick leave days may only be used to the extent they have been earned and are available for use. At no time shall educational support personnel borrow against future sick leave allocations.

Category One, 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. **Upon resignation/retirement, the balance of accumulated sick leave is submitted to IMRF for service credit.**

### 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 Introductory Period. Such leave shall be non-cumulative. **Personal leave is prorated for mid-year new hires and adjusted for resignations/retirements prior to position assignment end date.** An employee must submit the proper absence request in Employee Access

at least two (2) employment days prior to the desired onset of such leave, provided that in an emergency, such entry 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. At no time shall educational support personnel borrow against future personal leave allocations. Unused personal leave will convert to sick leave.

#### Bereavement Leave

Two (2) days of bereavement leave per educational support personnel, deductible from sick leave, will be granted per school year for deaths outside the ESP'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, the proper absence request in Employee Access shall be made prior to the desired onset of such 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

Educational support personnel are required to use appropriate paid time off, until exhausted, before requesting discretionary or unpaid leave for absences. An employee may be granted leave without pay at the discretion of the superintendent or designee. Such requests shall be made in writing to the building principal and shall contain the reason for the leave. The building will then forward the discretionary leave form to the District Office. If the nature of the leave involves an emergency, the ESP may be granted a temporary unpaid leave upon request. Misuse of this application may lead to disciplinary measures, up to and including dismissal.

#### Parenting Leave

As per Board Policy 5:330, up to 30 accumulated sick days can be used during any period of disability related to the pregnancy and/or delivery of the child, in combination with unpaid family and medical leave (FMLA). Provide Human Resources a written statement from the obstetrician or physician indicating the expected date of delivery at least 90 calendar days prior to the anticipated birth of the child. Human Resources will then send the employee a Parenting Leave of Absence Request and/or FMLA information.

#### Family and Medical Leave Act

Any eligible employee may use unpaid family and medical leave, guaranteed by the federal Family and Medical Leave Act (FMLA). The U.S. Department of Labor's rules, implementing FMLA, as they may be amended from time to time, control FMLA leave. See Board Policy 5:185 for specific information.

#### 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.

#### Other Leaves

See Board Policy 5:330 for detail on other leaves.

## **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. Reference "Injury Report" section to verify appropriate paperwork has been submitted.

## **Employee Assistance Program (EAP)**

Geneseo CUSD #228 provides confidential assistance through its employee assistance program (EAP) to all eligible employees and their family members/dependents. The EAP provides confidential access to professional counseling services for help with personal concerns that may impact job performance. These concerns may include, but are not limited to, health, marital, family, financial, legal, emotional, alcohol abuse and drug use. The EAP can help assess the problem, offer guidance, and provide a referral to quality care.

Voluntary participation in the EAP will not jeopardize your opportunities for promotion or employment. You can contact the EAP directly. Any information about your contact, participation, or any recommended treatment is confidential and will not be disclosed to the District.

In certain circumstances, you may be referred to the EAP by your Supervisor due to job performance issues.

EAP services are available to eligible participants without charge; however, the cost of referrals to treatment or rehabilitation is your responsibility if it is not completely covered by insurance.

EAP services can be initiated by contacting the EAP service provider at (309) 779-2273 or call toll free at (800) 383-7900.

## **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, but = or > 180 workdays). 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 from Human Resources at the District 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 eligible employee's health insurance. The difference in premium, if any, in family and/or dependent coverage shall be paid at the rate of 75% by the Board and 25% paid by the employee. If married employees are both eligible for Board-paid individual premiums, then the Board agrees to pay 100% of the family premium. Premiums and enrollment fees are subject to change and will be the same as that paid for certified employees.

#### IMRF Eligible Retirees

A retiree will be eligible to continue on the health plan as a retiree if they meet IMRF guidelines and is an IMRF annuitant in paid status. Upon retirement with IMRF and at least fifteen (15) years of continuous IMRF service with the District, educational support personnel may continue to access the district health plan at their current coverage level of single or family with benefits offered, which may change from time to time. Retiree will make required retiree monthly premiums and extension will end upon reaching age 65 or at such time retiree or spouse becomes Medicare-eligible. After retirement, new spouses or dependent children may not be added, and retired IMRF employees may not re-enter the Health Plan once coverage is dropped. Those who retire with less than 15 years of district IMRF service will be offered COBRA coverage if they are currently enrolled in the district health plan.

## **Illinois Municipal Retirement Fund**

Contributions to IMRF by the employee and the Board of Education shall begin on the first day of employment for positions requiring 600 or more hours of work per school year. Educational Support Personnel are covered under the provisions of IMRF as provided by statute. Specific questions regarding this coverage should be directed to the District office.

### **Evaluation Process**

- a. Introductory 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 introductory period. At that point, a determination will be made for continued employment with Geneseo CUSD #228. Introductory employees may be evaluated additionally during the first year of employment.
- b. Non-introductory employees will be formally evaluated at least once every two (2) years, or as needed, 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 job assignments, 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 their 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 their 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 their 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		2022-23 RATE
Nurses	District Head Nurse	\$26.00
	Building Nurse	\$20.00
<b>Building Secretary</b>		\$14.50
<b>Any Aide Not Requiring Parapro Licensure</b> (Library Clerk, Clerical, Supervisory, Bus Monitor)		\$14.00
<b>Any Aide Requiring Parapro Licensure</b> (Teacher, Library, Reading, Instructional, Technology/Computer Support)		\$14.50
Custodians	Day	\$15.00
	H.S. Night	\$15.75
	M.S. Night	\$15.50
	Elem Head	\$15.75
	Elem Night	\$15.00
	M.S. Head	\$15.90
	H.S. Head	\$16.75
<b>Maintenance/Grounds</b>		\$17.00
<b>Cafeteria— full time and part time</b>		
	Food Service Director	\$24.00
	H.S. Head	\$15.75
	M.S. Head	\$14.75
	Millikin Head	\$15.00
	NS, SW Kitchen Manager	\$14.50
<b>Zone</b>	<b>Food Service Experience</b>	
1	0-2 years	\$14.00
2	3-5 years	\$14.50
3	6 years and beyond or current Food Sanitation License	\$14.75
<b>S.A.F.E.</b>	S.A.F.E. Director	\$16.50
	S.A.F.E. Assistant to Director	\$14.50
	S.A.F.E. Supervisors	\$14.25
	S.A.F.E. Aides	\$14.00 or minimum wage without HS Diploma
<b>Summer Seasonal Labor</b>		
	Painters/Maintenance	\$14.00

# 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 based on verification from IMRF report;
2. Notice of retirement shall mean the tendering of a written, irrevocable notice of retirement to the superintendent or their 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. Educational support personnel who have at least fifteen (15) or more years of IMRF service with the District, are eligible to be paid \$10.00 per day for unused sick leave that is not submitted to IMRF. Or, the days may be credited to IMRF to increase the retirement benefit, subject to IMRF rules and regulations.
2. Educational support personnel who have at least twenty (20) years but less than twenty-five (25) years of IMRF service with the District, and have submitted a notice of retirement at least two (2) years prior to their effective retirement date, the Board of Education shall pay to said employee a bonus in the amount of \$200 for each year of service.
3. Educational support personnel who have at least twenty-five (25) years but less than thirty (30) years of IMRF service with the District, and have submitted a notice of retirement at least two (2) years prior to their effective retirement date, the Board of Education shall pay to said employee a bonus in the amount of \$300 for each year of service.
4. Educational support personnel who have at least thirty (30) or more years of IMRF service with the District, and have submitted a notice of retirement at least three (3) years prior to their effective retirement date, the Board of Education shall pay to said employee a bonus in the amount of \$400 for each year of service.
5. 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. Educational support personnel who have at least twenty (20) years of IMRF 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. Educational support personnel who have at least thirty (30) years of IMRF 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 ESP's final day of employment and receipt of their final paycheck, at the discretion of the Board of Education.
- D. In the event the retirement award provided 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 policy manual. 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 longevity bonus evenly over remaining paychecks

\_\_\_\_\_ Lump sum longevity bonus payment, to be paid 60 days post-retirement

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

\_\_\_\_\_ Submit unused sick time to IMRF post-retirement, up to 240 days

\_\_\_\_\_ Unused sick time not submitted to IMRF, payable at \$10 per day, to be paid 60 days post-retirement