

Minooka Community Consolidated School District 201

**District Office Personnel Handbook** 

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**ACKNOWLEDGMENT** 

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### INTRODUCTION

This Employee Handbook ("Handbook") was created for the benefit of District Office personnel employed by Minooka Community Consolidated School District #201, who are not members of the Minooka Elementary Support Professionals IEA/NEA, the Minooka Elementary Education Association IEA/NEA, or any other Union/Collective Bargaining Agreement. Specifically, this Handbook was created to provide guidance and information in understanding the benefits and obligations of employment in District 201 for all Non-Administrative District Personnel. Employees eligible for insurance benefits will be provided an insurance benefits overview packet (separate from this document). This Handbook shall serve as a source of information related to Board Policies and Procedures deemed necessary for the effective operation of District 201 and shall provide information regarding many of the benefits provided by the District to District Office Personnel. It is expected that all District Office Personnel will become familiar with the contents of this Handbook and Board policies and conduct themselves accordingly. All Board policies may be found on the District website.

This Handbook supersedes all previously issued Handbooks. The information contained in this Handbook, as may be revised and amended, will regulate District Office Personnel. However, the District reserves the unilateral rights to modify and/or delete any information or provision contained in this Handbook at any time. The District may also alter or rescind any policy or practice, or adopt new policies or practices, at any time, with or without notice. In an emergency or when otherwise deemed necessary to address an area not currently covered by the Handbook, additional information will be provided to District Office Personnel on a supplementary basis regarding changes or new rules and regulations which must be initiated by the District. A District Office Personnel employee's decision to continue employment with the District following publication of this Handbook or any future revisions shall be deemed to constitute the employee's agreement with all such changes.

The contents of this Handbook do not create an express or implied contract of employment. Because District Office Personnel employees are employed on an at-will basis in the District, this Handbook is not intended to alter this at-will relationship. Further, no supervisor or other administrator has any authority to alter or modify, either orally or in writing, a District Office Personnel employee's at-will status.

Although the District encourages that any problems resulting from an interpretation of this Handbook be resolved as close to the conflict as possible, issues which are not resolved may be referred to the Superintendent or designee. If a term or condition in this Handbook is in conflict with any law, the law shall prevail.

#### **DEFINITIONS**

<u>Full-Time</u> – An Employee shall be considered full-time if he/she is regularly employed 35 or more hours a week.

<u>Part-Time</u> – An Employee shall be considered part-time if he/she is regularly employed for less than 35 hours per week.

# **WORKING CONDITIONS**

### **Work Day**

The regular work week consists of five (5) days within a seven (7) day period beginning at 12:00 a.m. Saturday until 11:59 p.m. Friday. The standard work week for full time employees shall not exceed forty (40) hours per week and eight (8) hours per day. Each employee who works 7 ½ continuous hours or longer shall be entitled to a duty free lunch of no less than thirty (30) consecutive minutes in length beginning no later than five (5) hours after the start of the work period. Starting and ending times of employment and lunch scheduling will be established by the employee's immediate supervisor.

The Administration reserves the right under the law to reduce, lengthen or otherwise amend an employee's work year or hours.

#### **Summer Hours**

For twelve (12) month employees, excluding Maintenance personnel, summer hours will consist of a ten (10) hour day, Monday – Thursday. Some flexibility will be allowed to accommodate a less than ten (10) hour day, as long as the employee works a full forty (40) hour work week. Employees working a ten (10) hour day will receive a forty (40) minute duty free lunch. Administration reserves the right to modify these hours. Summer hours may begin the first full 5-day work week following the last day of a 10-month employee's work year and will conclude upon the return of the 10-month employee.

#### Flex Time

Flex time is defined as the ability to modify one's work day on a temporary basis and make up the time missed within the same work week. Employees may request flex time of one (1) hour or less, so long as prior approval is obtained from their immediate supervisor, who will coordinate both the time missed and when the time is made up.

#### **Overtime**

Overtime may only be worked upon pre-approval of an employee's immediate supervisor. Employees who work unauthorized overtime may be subject to discipline. All overtime worked beyond 40 hours, shall be paid at time and one half the employee's regular hourly

rate of pay. Employees may be compensated with "Comp Time" (compensatory time) in lieu of overtime compensation, in accordance with <u>Board Policy 5:310</u>.

### Severe and Inclement Weather

When schools are closed for students because of inclement weather, the following expectations shall prevail. All twelve (12) month employees shall be expected to report to work unless otherwise directed by the Superintendent or designee. However, if weather conditions make travel impossible or unusually hazardous they may use a day of accumulated personal business or vacation leave. An employee may, with approval of their immediate supervisor, make up time lost, due to impossible or unusually hazardous travel conditions. Any such makeup work shall be scheduled by the immediate supervisor, in consultation with the employee. Time missed will be made up within one (1) week or an employee can opt unpaid time to cover the time missed.

If the administration should set a delayed start for any or all employees that day shall be considered a full day and does not affect the employees' compensation for the day.

### **Personnel Files**

Pursuant to <u>Board Policy 5:150</u> and state law, an employee shall have the right, upon reasonable notice, to examine his/her personnel file. Employees should contact the Human Resource Office to make such a request. Such review shall be during normal business hours and in the presence of a designated employee of the Board. No employee shall remove any material from a personnel file. Such review shall not be applicable to confidential material, such as recommendations for employment. Upon written request, the Board shall reproduce for the employee one (1) copy of any materials in his/her personnel file, except for any confidential material within 20 working days. The employee shall bear the cost of duplication established at the rate established by the Board for any subsequent request. The employee shall have the right to respond to any material that is put in the personnel file and have his/her response attached.

# **TRANSFERS**

# **Voluntary Transfer**

Any employee may apply for another position in the District for which the employee is qualified and where a vacancy occurs. Such applications shall be in writing and provided to the Superintendent or designee. If the employee's transfer request is denied, the employee will be given an opportunity to meet with the Superintendent or designee to discuss the reason(s) for the denial of the transfer, upon the employee's request.

#### <u>Involuntary Transfer</u>

Any employee who is involuntarily transferred will be notified as soon as practical and will be given an opportunity to meet with the Superintendent or designee to discuss the transfer.

# **Posting of Vacancies**

If a vacancy occurs in a position as a result of a resignation, termination, promotion, or new position, such vacancy shall be posted on the employee bulletin boards in all schools for at least five (5) business days except in cases of emergency.

# **EMPLOYEE RIGHTS**

### Seniority and Reductions in Force

Seniority shall be defined as the total length of continuous service as either a part-time or full-time employee within a category of position. Seniority shall not be interrupted by approved Board leave, but time on unpaid leave of absence of ninety (90) consecutive days or more shall not count toward the accrual of seniority. Seniority shall be earned and maintained within the District and shall begin with the first working day in such category of position. Part-time employees shall accrue seniority on a pro-rata basis. Seniority will be considered for any person who may be terminated under the reduction-in-force process in accordance with Board Policy and state law. Continuous service shall be interrupted by resignation, retirement, or termination.

### **Employee Dismissal Procedures for Non-RIF Reasons**

The District may terminate a District Office Personnel employee at any time for any or no reason, except as prohibited by state or federal law. Employees who are employed annually or have a contract, or who otherwise have a legitimate expectation of continued employment, may be dismissed: (1) at the end of the school year or at the end of their respective contract after being provided appropriate notice and after compliance with any contractual provisions, or (2) mid-year or mid-contract provided appropriate due process procedures are provided. The Superintendent or designee is responsible for making dismissal recommendations to the School Board consistent with the Board's goal of having a highly qualified, high performing staff.

# COMPENSATION, BENEFITS, AND RELATED PROVISIONS

The Board will determine salary and wages for District Office Personnel. Increments are dependent on evidence of continuing satisfactory performance, as set forth in an employee's evaluation and recommendation of the Administration. Employees eligible for insurance benefits will be provided an insurance benefits packet separate from this document.

#### Pay Dates

Payroll checks will be issued every other Friday. If a normal pay date falls on a weekend or a legal holiday during the school term, employees shall receive their pay on the last business day prior to the normally scheduled pay date (business day shall be defined as Monday through Friday when the administrative office is open.) During the summer months, when school is not in session, paychecks may be picked up on Thursday at the District Business Office between 9:00 a.m. and 12:00 p.m. or they will be mailed on Thursday afternoon.

#### Health, Dental and Vision Insurance

The Board of Education and staff shall form an insurance committee to research and discuss Medical, Dental and Vision insurance issues and plans. As long as the District is self-insured, the committee will establish and manage a reserve account. Decisions regarding Medical, Dental, and Vision insurance coverage, including but not limited to: co-payment charges, maintenance of the reserve fund, deductibles, co-insurance charges, insurance premiums, insurance providers and plan types shall be made by the committee and presented to the Board of Education and Associations for final approval, modification, or rejection by no later than December 1 of each insurance year (i.e. calendar year).

For all full-time employees, the Board shall contribute 90% of the full cost of the monthly insurance premiums for Single Medical, Dental and Vision coverage. The balance of the cost of said insurance shall be paid by the employee covered. The Board shall contribute 90% of Family Medical, Dental and Vision coverage for employees hired on or before the 2003-2004 school year. The balance of the cost of said insurance shall be paid by the employee covered.

Hired 2007-2008 or later Employee pays 40% of cost of family insurance and Board pays remaining 60% cost of family insurance for 5 years.

The ACA Cadillac Tax provision is effective January 1, 2018. The tax is a 40% surcharge on the dollar amount that exceeds \$10,500 for single coverage and \$27,500 for family coverage. For example, if the single rate is \$11,500 then the Cadillac Tax would be \$400 per single enrollee (\$1,000 x 40%). If the insurance committee is unable to agree on a plan design that is below the Cadillac threshold then the employees will be responsible for the surcharge.

In addition the district will provide a plan option that employees can elect to avoid the Cadillac Tax.

\*The Insurance benefits listed above may be subject to change based on the negotiations with Unions associated with Minooka 201.

### Life Insurance

All full time District Office Personnel covered under this handbook shall receive Board paid life insurance in the amount of \$40,000. This coverage terminates upon resignation or termination of said employee.

#### **Evaluations**

Each District Office Personnel's job performance shall be evaluated by his/her direct supervisor. The evaluation process includes scheduled annual evaluations, on forms applicable to the job classification, and informal observations. Supervisors shall provide a copy of the completed evaluation to the employee and shall provide an opportunity to discuss it. The original should be signed by the employee and the supervisor and filed in the employee's personnel file. A signature indicates that the employee has had the opportunity to discuss the evaluation and received a copy. It does not indicate agreement with the evaluation. As appropriate, supervisors should discuss job performance issues that require attention to employees.

# Sick Days

Sick leave will be granted for personal illness, quarantine at home, serious illness or death in the immediate family or household, or birth, adoption, or placement for adoption. Immediate family includes: parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians.

All full-time employees shall receive sixteen (16) sick leave days per year, and part-time employees shall be provided prorated sick leave days based on their hours and days worked. One sick leave day shall be equal to the number of hours an employee regularly works (e.g., a part-time employee who normally works four hours per day will have a full, four-hour day deducted from his/her sick leave balance if he/she is absent for his/her regular four-hour day.) Further, sick leave may be used in full-day or quarter-day increments.

Unused sick leave may accumulate up to a total of 240 days, including the leave of the current year. Accumulated, unused sick days will be reported to IMRF in accordance with the rules and procedures established by the IMRF upon the employee's leaving the District and will count toward the employee's years of service to the extent allowed by the IMRF.

The Business Office shall maintain an accounting of the employee's sick leave and shall notify the employee of such accounting at the beginning of each fiscal year.

Unless otherwise required by law, sick leave days shall not accrue while an employee is on leave pursuant to Worker's Compensation, Illinois Municipal Retirement Fund Disability or any other unpaid leave.

The Board reserves the right to require such reasonable evidence as it may desire confirming the necessity for the use of sick leave by an employee. Employees requesting to be absent from work and to utilize sick leave benefits shall contact the immediate supervisor in a manner as designated by the immediate supervisor at the beginning of the school year. The employee shall complete the required employer form for absences on the day the employee returns to work. If an employee must leave work, the part of the day missed shall be computed to the nearest quarter of a day.

Employees may use sick and/or personal leave days to attend the funeral of any relative included in the definition of immediate family or household. An employee may also use sick and/or personal leave days to attend the funeral of a non-relative provided such attendance does not adversely affect the operations of the school district, as determined by the employee's immediate supervisor.

#### **Personal Leave**

For full-time employees, personal leave shall consist of two (2) days per year. If any of these personal leave days are not taken, up to a maximum of two (2) days shall be carried over to the next year as personal leave days so that an employee may have a maximum of four (4) personal leave days to use in one year. All other unused personal leave days will be accumulated as sick leave at the start of the next year. Any personal leave remaining unused at the end of an employee's final year of employment with the District shall be converted to sick leave days as long as such accumulation does not exceed 240 sick leave days.

Part-time employees shall receive prorated personal leave.

Application for the use of personal leave shall be made to the immediate supervisor three (3) days in advance, except in case of emergency. An emergency application shall set forth the nature of the emergency and shall be submitted as soon as practical.

Personal leave shall not be taken immediately before or after a holiday, winter break, spring break, or the first and last five (5) days of the school year, unless the employee has received prior approval from the Superintendent or designee. The Superintendent or designee may

grant such leave in an emergency situation or for other valid reasons. The application for such leave as described in this paragraph shall be in writing and shall state the reason for the requested leave. Personal leave is intended to be used for transacting business or other personal matters that can only be done during the employee's working hours.

Personal leave shall not be used for vacations or to extend a vacation, or for any activity that will produce income for the employee or during a work stoppage of any kind. Personal leave shall not be used in increments of less than quarter of a day or on an in-service and/or institute training day. In addition, personal leave is subject to the availability of any necessary replacement. Finally, personal leave may not be used when the employee's absence would create an undue hardship. The grant or denial of such leave is within the discretion of the Superintendent or designee.

#### **Bereavement Leave**

Each employee working twenty (20) or more hours a week shall be granted two days per occurrence non-cumulative paid days for bereavement leave in the event of the death in the immediate family. The immediate family shall be defined as parent, spouse, brother, sister, children, life partner, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and those over whom the employee has legal guardianship or relatives living in the employee's immediate household.

#### Jury Duty Leave

Any employee required to report for jury duty will continue to receive their pay with no loss of leave time, seniority, or any other benefits. The employee will be paid the difference between the compensation received for jury duty and the employee's daily rate of pay after the employee presents the Business Office with proof of service on jury duty and the amount of pay received.

## **Workers Compensation Leave**

Employees receiving worker's compensation temporary total disability paychecks from the School District's worker's compensation insurer may retain such checks and receive a supplemental payment from the District of one-third of a day of available sick, vacation, personal or other paid leave, less applicable deductions. Upon payment to the employee for any such leave, one-third of a day of the leave will be subtracted from the employee's corresponding accumulated leave. If no sick, vacation, personal or other paid leave is available the employee will not receive any supplemental payment from the District beyond the worker's compensation check.

Days on workers' compensation leave shall count as days worked for seniority. Employees on workers' compensation leave shall not accrue sick leave days, personal days or vacation days.

# Leave of Absence Without Pay

A leave of absence without pay may be granted to a full time employee with a minimum of two (2) years of service in the District by the Board for a period of one (1) year or less at the request of the employee and upon the recommendation of the Superintendent or designee.

The granting or denying of a leave of absence shall not be precedential with respect to granting or denying any other leave of absence for the employee requesting the leave or any other employee. An employee on a leave of absence without pay does not earn additional sick leave, personal days, and vacation days until the employee returns to service. An employee also does not accrue seniority while on a leave of absence without pay except as provided in the definition of seniority. Moreover, to the extent allowed by law, an employee's leave of absence without pay will be considered by the Board when determining that employee's pay for the year following the leave of absence.

An employee on leave of absence without pay shall have the right to continue his/her health insurance coverage (if applicable) at the employee's expense provided the employee complies with all applicable COBRA regulations and procedures of the insurance carrier.

#### **Vacation Leave**

Vacation days are granted to full-time twelve (12) month employees. All vacations will be determined based on the fiscal year (i.e., July 1 to June 30). Vacation Leave is granted as follows:

New employees in their first fiscal year of employment will have vacation leave prorated at the rate of 0.83 days per complete month (10 days/12 months) and will be eligible to take such accrued vacation after the next July 1. No vacation leave will be allowed before the vacation days have been earned. For all other employees, the length of vacation is based on the number of years of continuous service in the District.

Upon completion of one (1) full fiscal year = 10 working days

Upon completion of five (5) full fiscal years = 15 working days

Upon completion of ten (10) full fiscal years = 20 working days

### **Other General Procedures**

- Employees may carry over 5 vacation days from school year to school year, but must be used by December 31 of the new work year or those five (5) days will be lost. Vacations are to be scheduled at times that are best for the District and the employee. Employees must submit a written vacation request to their immediate supervisor.
- A day of vacation leave will not be charged should a holiday fall during the vacation leave.
- Vacation leave shall accrue only when an employee is on the job. Vacation days shall not accrue when an employee qualifies for benefits under Workers Compensation, IMRF Disability or is on unpaid leave.
- Upon separation from the District, the employee will receive any unused vacation leave in salary at the employee's regular daily rate of pay and in accordance with applicable state and federal law.
- Vacation days used during the summer months may be charged at 1.25 of a day if the employee is working a ten (10) hour four (4) day work week, or prorated based on their work week.

# **Holidays**

Unless the District receives a waiver or modification of the *School Code* allowing it to schedule school on a holiday listed below, District employees will not be required to work on the following days; however, the Board may require employees to work on a holiday during an emergency or for the continued operation or maintenance of its facilities:

New Year's Day

Dr. Martin Luther King, Jr. Birthday

Casimir Pulaski's Birthday

Mew Year's Eve

President's Day

Good Friday

Memorial Day Juneteenth (when it falls on a weekday)

Independence Day

Columbus Day

Labor Day

Veteran's Day

Thanksgiving Day Thanksgiving Friday

Christmas Day Christmas Eve

Day after Christmas

If Independence Day, Christmas Day, or New Year's Day falls on either a Saturday or Sunday, either the preceding Friday or the following Monday shall be declared a holiday for employees.

<sup>\*</sup>Paid holidays apply to twelve (12) month employees only.

In the event that Dr. Martin Luther King, Jr.'s Birthday, Presidents Day, Casimir Pulaski's Birthday, Columbus Day, or Veteran's Day, is no longer classified as a school holiday or the District uses a current holiday as a pupil attendance day or institute day, the holiday shall be recognized on another day on the school calendar.

## Other Leave Rights

District Office Personnel are also afforded other leave rights by Board policy and federal and state statute, including, but not limited to, *Family and Medical Leave* (Board Policy 5:185), Temporary Illness or Incapacity (Board Policy 5:180), Sick Days, Vacation, Holidays, and Leaves (Board Policy 5:330), leave of absence pursuant to the Americans with Disabilities Act, and Religious Holidays (Board Policy 5:70).

# Resignation and Retirement

For an employee required to participate in the Illinois Municipal Retirement Fund (IMRF), the District shall deduct the required member contributions from such employee's salary at the time wages are paid and remit such contribution to the IMRF on behalf of such employee. Employees can find more information on IMRF by visiting their website, <a href="www.imrf.org">www.imrf.org</a>. An employee is requested to provide a two (2) week notice of a resignation. A resignation notice cannot be revoked once given. An employee planning to retire should notify his/her supervisor at least two (2) months before the retirement date.

#### **Retirement Benefits**

Employees with at least ten (10) years consecutive service to the District will receive a longevity stipend of \$250 for every year of service upon board approved retirement from the District. To be eligible for this stipend, the employee must give the Board a minimum of two (2) months' notice. Employees should contact the Business Office to initiate retirement. In addition, employees who retire from the District under this program shall receive \$35 per day, or each unused sick day not reported to IMRF, to be paid after last pay as a post retirement benefit payment.

#### Final Paycheck

A terminating employee's final paycheck will be adjusted for any unused, earned vacation credit. Employees are paid for all earned, unused vacation. Terminating employees will receive their final pay on the next regular payday following the date of termination, except that an employee dismissed due to a reduction in force shall receive his/her final paycheck on or before the next regular pay date following the last day of employment.

# **POLICIES AND PROCEDURES**

As a condition of employment, District Office Personnel must complete yearly training as mandated by ISBE (Illinois State Board of Education). A list of applicable trainings will be shared with employees at the onset of each school year and completion of these trainings will be tracked by the employee's direct supervisor.

## Equal Opportunity Employer and Minority Recruitment (MCCSD #201 POLICY NO. 5:10)

It is the Board's policy to comply with all federal and Illinois employment laws. The Board 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, credit history, unless a satisfactory credit history is an established bona fide occupational requirement of a particular position, or other legally protected categories.

# Workplace Harassment Prohibited (MCCSD #201 POLICY NO. 5:20)

The Board expects the workplace environment to be productive, respectful, and free of unlawful harassment. Employees shall not engage in harassment or abusive conduct on the basis of any protected status identified in <u>Board policy 5:10</u>, Equal Employment Opportunity and Minority Recruitment, or in state or federal law. Harassment of students, including, but not limited to, sexual harassment, is prohibited by <u>Board policy 7:20</u>, Harassment of Students Prohibited.

#### **Sexual Harassment Prohibited**

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

Employees shall not make unwelcome sexual advances or request sexual favors or engage in any unwelcome conduct of a sexual nature when: (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment. Sexual harassment prohibited by this

policy includes verbal or physical conduct. The terms intimidating, hostile, or offensive include, but are not limited to, conduct that has the effect of humiliation, embarrassment, or discomfort. Sexual harassment will be evaluated in light of all the circumstances.

### Making a Complaint - Enforcement

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

Aggrieved persons, who feel comfortable doing so, should directly inform the person engaging in the harassing conduct or communication that such conduct or communication is offensive and must stop.

Employees should report claims of harassment to the Nondiscrimination Coordinator and/or use the <u>Board policy 2:260</u>, <u>Uniform Grievance Procedure</u>. Employees may choose to report to a person of the employee's same sex. There are no express time limits for initiating complaints and grievances under this policy; however, every effort should be made to file such complaints as soon as possible, while facts are known and potential witnesses are available.

### Whom to Contact with a Report or Complaint

The Superintendent shall insert into this policy the names, addresses, and telephone numbers of the District's current Nondiscrimination Coordinator and Complaint Managers.

#### **Nondiscrimination Coordinator:**

Ms. Sarah Massey 305 West Church Street Minooka, Illinois 60447 815-467-6121 ext 7018

## **Complaint Managers:**

Ms. Sarah Massey 305 West Church Street Minooka, Illinois 60447 815-467-6121 ext. 7018 Dr. Rodney Hiser 800 Barberry Way Joliet, Illinois 60431 815-290-7100 The Superintendent shall also use reasonable measures to inform staff members and applicants of this policy, which shall include reprinting this policy in the appropriate handbooks.

# Pesticide Registration: Hazardous and Infectious Materials (MCCSD #201 POLICY NO. 4:160)

The Superintendent shall take all reasonable measures to protect the safety of District personnel, students, and visitors on District premises from risks associated with hazardous materials, including pesticides and infectious materials.

School District #201 has an Integrated Pest Management (IPM) Policy that incorporates building maintenance, sanitation, physical barriers, and as a last resort, the safest, effective means of pesticide. Although we have no intention of spraying or fogging with pesticides, in the unlikely event this is found to be necessary, we are creating a voluntary registration. By putting your name on this list, you are asking to be notified four (4) business days before an airborne pesticide application. In the event of an extreme emergency when pesticides must be used immediately, we will notify you as soon as possible. Contact the Assistant Superintendent's office at 815-467-3127 if you wish to be added to the registry.

# Policy on Employee Internet Access and Use

District 201 is connected to the Internet. By being connected to the Internet, both students and staff have potential access to: electronic mail communication; information via the World-Wide Web; various research sources including certain university library catalogs; the Library of Congress; and other research databases. The use of the term "Internet" or "network" in this policy refers to all information accessed through the School District's computer network from the various sources as identified above. The School District's computer network and its use of the Internet are part of the District's curriculum and not a public forum for general use. The Board of Education denies any responsibility for any information, including its accuracy or quality, obtained through use of or by transmission via the Internet. Further, the Board of Education denies responsibility for any information that may be lost, damaged or altered or unavailable when using the District's computer network. Students and their parents shall be solely responsible for any unauthorized charges or fees resulting from a student's access to the Internet. Likewise, employees of District 201 shall be responsible for any unauthorized charges or fees resulting from access to the Internet. Authorized use of the School District's computer network and the Internet shall be governed by administrative procedures developed by the Superintendent.

#### **Employee Authorization for Internet Access**

Each District 201 employee must sign this Authorization as a condition for using the District's Internet connection. Please read this document carefully before signing.

School District 201 computing and networking resources are for the use of authorized School District 201 employees, students, and affiliated organizations.

The computer and the network, including any non-School District 201 network or computing resource to which District 201 may be connected (e.g., the Internet), are intended to provide authorized users with access to both local and worldwide networks and computer resources. The systems are intended to be used solely for academic and administrative purposes. As such, the School District's computer network is part of the District's curriculum and not a public forum for general use. Access will be granted to employees who successfully complete a telecommunications staff development class or can document knowledge of the objectives taught in such a class. Each employee has the responsibility that all of his/her communications are appropriate and professional in the school environment.

### **Terms and Conditions of Use**

<u>Acceptable Use</u> - Acceptable employee uses of the District's computer network include the following:

- a. Curricular and co-curricular activities or in support of such activities;
- b. Research consistent with the goals and purposes of the District;
- c. Communications between students, faculty, staff, and the local and global communities;
- d. Development and implementation of the curriculum;
- e. Professional development of staff members; and
- f. Administrative or managerial record-keeping, data access or research.

<u>Privileges</u> - Use of the District's Internet access is a privilege, not a right, and inappropriate use will result in cancellation of those privileges. Any infraction of the Internet Policy will be reported to the principal or other District administrators for appropriate resolution.

<u>Unacceptable Use</u> - Employees are responsible for their own actions and activities involving the District's computer network. Unacceptable uses of the network include, but are not limited to, the following:

- a. Using the network for any illegal activities, including violation of copyright laws or other contracts, or transmitting any material in violation of any federal or Illinois statute or regulation;
- b. Downloading of material protected or prohibited by legal statutes regardless of whether it is copyrighted or devirused;
- c. Using the network for private financial or commercial gain;
- d. Wastefully using resources, such as file space;
- e. Gaining unauthorized access to resources or entities;
- f. Invading the privacy of individuals;
- g. Using another user's account or password;
- h. Posting anonymous messages;

- i. Posting material authored or created by another without his/her consent;
- j. Using the network for commercial or private advertising;
- k. Accessing, submitting, posting, publishing, or displaying any defamatory, inaccurate, abusive, obscene, profane, sexually oriented, threatening, racially offensive, harassing, or illegal material;
- I. Using the network while access privileges are suspended or revoked;
- m. Deliberately circumventing the district's filtering system.

<u>Network Etiquette</u> - Employees are expected to abide by the generally accepted rules of network etiquette. These include, but are not limited to, the following:

- a. Be polite. Do not become abusive in your messages to others;
- b. Use appropriate language. Do not swear or use vulgarities or any other inappropriate language;
- c. Do not reveal the personal address or telephone number of students or colleagues;
- d. Recognize that electronic mail (E-mail) is not private. People who operate the system have access to all mail. Messages relating to or in support of illegal activities will be reported to the authorities;
- e. Do not use the network in any way that would disrupt its use by other users.

<u>No Warranties</u> - The District makes no warranties of any kind, whether expressed or implied, for the services it is providing. The District will not be responsible for any damages employees may suffer. This includes loss of data resulting from delays, non-deliveries, missed-deliveries, or service interruptions or the employee's errors or omissions. Use of any information obtained via the Internet is at the employee's own risk. The District specifically denies any responsibility for the accuracy or quality of information obtained through internet services.

<u>Indemnification</u> - The employee agrees to indemnify the School District for any losses, costs, or damages, including reasonable attorneys ' fees, incurred by the District relating to, or arising out of the employee's breach of this authorization.

<u>Security</u> - Network security is a high priority. If an employee identifies a security problem on the Internet, the employee must notify the system administrators or building principal. Do not divulge this problem to other users. Employees are to keep their account and password confidential. Do not use another individual's account without written permission from the individual. Attempts to log-on to the Internet as a system administrator will result in cancellation of user privileges. Any employee identified as a security risk may be denied access to the network.

<u>Vandalism</u> - Vandalism will result in cancellation of privileges and other disciplinary action. Vandalism is defined as any malicious attempt to harm or destroy data of another user, the Internet, or any other network. This includes, but is not limited to, the uploading or creation of computer viruses. <u>Telephone Charges</u> - The District assumes no responsibility for any unauthorized charges or fees, including telephone charges, long-distance charges, per minute surcharges, and/or equipment or line costs.

<u>Monitoring</u> - The District will monitor employee use of District 201's computer network including, but not limited to, e-mail and general network activity.

# <u>Disciplinary Action for Employees/Non-Employees</u>

- a. Any employee who is found in violation of the District's computer policy or accompanying procedures may be subject to the following disciplinary action:
  - First Offense Discussion of problems with the employee.
  - Second Offense Denied access to district computers or Internet.
  - Third Offense Action taken in accordance with Board Policy

Based on the severity of the violation any or all of the disciplinary steps may be bypassed and the next step initiated.

b. Cases involving suspected or alleged criminal acts will be referred to law enforcement authorities.

#### Termination of Authorized Use

The Board of Education recognizes the need for secure computing and networking facilities and authorizes the administration to terminate network computer access when such access is no longer needed. Reasons for terminating the authorized use by an employee may include, but are not limited to, the following:

- a. The individual is no longer employed; or
- b. The employee is denied access for disciplinary reasons.

Employees need only to sign this Authorization of Internet Access once while employed by District 201.

I understand and will abide by the above Authorization for Internet Access. I further understand that should I commit any violation, my privileges may be revoked, and school disciplinary action and/or appropriate legal action may be taken. In consideration for using the District's Internet connection and having access to public networks, I hereby release School District 201 and its Board of Education, members, employees, and agents from any claims and damages arising from my use or inability to use the Internet.

# <u>Drug- and Alcohol-Free Workplace (MCCSD#201 POLICY NO. 5:50)</u>

All District workplaces are drug- and alcohol-free workplaces as required under Illinois and federal law. Employees are prohibited from possessing, distributing, using, consuming, or being under the influence of alcohol or a controlled substance while on District premises or while performing work for the District. <u>Board Policy 5:50</u>, which governs the drug- and alcohol-free workplace requirements, may be found on the District's website. Any employee

who violates this policy may be subject to disciplinary action, up to and including termination from employment.

<u>Smoking Prohibited</u> Employees are prohibited by state law from smoking on school property including before or after the regular school day or on days when school is not in session.

### **Disciplinary Action**

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

The following rules are intended to provide a general guide to the type of conduct that may be considered sufficient grounds for disciplinary action or termination from employment. The disciplinary action, ranging from reprimand to immediate discharge, will depend upon the circumstances of each case. Repeated violations of these rules may result in discharge even where separate offenses might be considered minor.

A District Office Personnel employee who commits any of the following violations of acceptable work behavior will be subject to disciplinary action. The misconduct listed below is not an exhaustive list of misconduct and other actions may be considered sufficient grounds for disciplinary action or termination from employment. The nature of the disciplinary action will depend on the seriousness of the offense, the surrounding circumstances, and/or the prior work record of the employee involved:

- (a) Excessive absenteeism, tardiness, or leaving work before the end of the established work day without permission;
- (b) Leaving your building during working hours without prior approval of your supervisor;
- (c) Use of profanity or abusive language towards students, supervisors, employees, or any persons associated with the district;
- (d) Outside employment or activities which interfere with regular working hours or productivity;
- (e) Failure to obtain and maintain satisfactory productivity and quality of work;
- (f) Failure to comply with safety rules and common safety practices;
- (g) Failure to properly report an injury or accident or falsely claiming injury;

- (h) Willful, deliberate, or continued violation of, or disregard of, the rules and regulations;
- (i) Excessive unauthorized personal telephone calls on working time;
- (j) Failure to notify supervisor prior to start of work if unable to report to work;
- (k) Unauthorized commitment of District funds, resources and facilities;
- (I) Unauthorized use of District equipment;
- (m) Making disparaging statements or spreading rumors which might harm the reputation of employees, students, parents, the District;
- (n) Violation of the District's Acceptable Use Guidelines for computer and telecommunications equipment;
- (o) Failure to file required reports appropriately or on a timely basis;
- (p) Failure to perform work in accordance with District standards and expectations;
   and
- (q) Any other act deemed detrimental to the District.

Employees who commit any of the following acts determined to be serious violations of acceptable work behavior, will be subject to immediate termination on the first offense:

- (a) Insubordination; refusal, or failure to obey instructions of your supervisor;
- (b) Drinking, possessing, or selling of alcoholic beverages on District premises at any time;
- (c) Possessing or selling of controlled substances on District premises at any time;
- (d) Working or reporting to work under the influence of alcohol or controlled substances;
- (e) Theft, misuse, or unauthorized removal of District, student or employee property;
- (f) Possession of weapons or firearms on District premises;
- (g) Abuse, damage or deliberate destruction of District or personal property;
- (h) Failure to maintain confidentiality as required under the District's confidentiality statement and policies;

- (i) Disorderly conduct on District property such as threatening, insulting or abusing any employee, student, parent or supervisor; and
- (j) Fighting or attempting bodily injury of a co-worker, student, parent or supervisor at any time on District premises.

## **Abused and Neglected Child Reporting**

As required under Illinois law and <u>Board Policy 5:90</u>, any District Office Personnel employee who has reasonable cause to suspect or receives knowledge that a student may be an abused or neglected child shall immediately report such a case to the Illinois Department of Children and Family Services (DCFS). The employee must also promptly notify the Superintendent or designee that a report has been made.

### **Confidentiality of Information**

District Office Personnel employees who have access to confidential District information are prohibited from disclosing such information unless necessary in the performance of their job duties. Confidential information includes student and personnel records and information discussed by the Board in executive session. Disclosure of confidential information may constitute grounds for termination from employment.

# **Acknowledgment**

I acknowledge that I have received and read the District Office Personnel Handbook ("Handbook") of Minooka Community Consolidated School District No. 201. I agree to follow all of the rules and procedures set forth in the Handbook.

In the event that I have any doubts about the interpretation or meaning of a specific practice or procedure contained in the Handbook, or if any questions should arise at any time during the course of my employment as to the meaning of any term contained in this Handbook, or should any questions of a general nature arise, I agree to direct any such inquiries to my immediate supervisor or the Superintendent for a correct interpretation or clarification of procedure or practice.

Print Name
Signature
Date
cc: Personnel file