

Lincolnshire-Prairie View School District 103



Educational Support Personnel Employee Handbook

An Equal Opportunity Employer

A Manual of Employee Benefits and Personnel Policies

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Welcome and Purpose

This Handbook is designed to acquaint you with Lincolnshire-Prairie View School District 103 and provide you with general information about working conditions, benefits, and policies affecting your employment. This current Handbook replaces and supersedes any previous educational support personnel or classified staff Handbooks issued by the District.

Lincolnshire-Prairie View School District 103, is an Equal Opportunity Employer in all personnel decisions.

The information contained in this Manual applies to all Educational Support Personnel employees of Lincolnshire-Prairie View School District 103. Following the policies described in this Handbook is considered a condition of continuous employment. However, nothing in this Handbook alters an employee's "at-will" status, meaning either party may terminate the employment relationship at any time and for any or no reason. The contents of this Handbook shall not constitute nor be construed as a promise of employment or as a contract between the District and any of its employees. The Handbook is a summary of our policies, which are presented here only as a matter of information. Only the Board of Education has the authority to modify this disclaimer or the Handbook and then only in writing

You are responsible for reading, understanding, and complying with the provisions of this Manual. Our objective is to provide you with a work environment that is constructive to both personal and professional growth.

CLASSIFICATION OF EMPLOYEES

Twelve-Month Educational Support Personnel (ESP) Employees

Work Year/Day

A full-time employee works an eight (8) hour day, five (5) days per week, twelve (12) months per year. The work year will begin on the 1st of July and extends through the 30th of June.

A regular work week consists of five (5) eight (8) hour days within a seven (7) day period beginning at 12:00 a.m. Sunday and ending at 11:59 p.m. Saturday. The eight (8) hour work day includes a paid thirty (30) minute duty-free lunch and two (2) paid fifteen (15) minute breaks.

Holidays

Each full-time employee will be granted the day off, with pay, for the following holidays:

1. Fourth of July
2. Labor Day
3. Veterans Day
4. Day Before Thanksgiving
5. Thanksgiving Day
6. Day After Thanksgiving
7. Christmas Day
8. New Year's Day
9. Martin Luther King Day
10. President's Day
11. Memorial Day

In the event that one of these recognized holidays falls on either a Saturday or Sunday, employees will receive the preceding Friday or following Monday off with pay only if school is not in regular session on those days. If students are in regular attendance, employees will not receive the day off and are expected to be at work - no holiday pay will be provided. If any of the above legal holidays are removed by the Illinois legislature from the required holidays currently observed under the *School Code* for public schools, employees shall no longer be afforded these paid holidays. Further, if any of the above legal holidays are approved for a requested waiver of mandates by the Board of Education, employees shall not be afforded these holidays.

In addition, when the following days fall on a regular work day, each full time employee will be granted the day off, with pay, provided these days are student non-attendance days on the school calendar. These days are not paid holidays if they fall on a weekend:

1. Columbus Day	3. December 31
2. December 24	4. Casimir Pulaski

The District may require educational support personnel to work on a holiday during an emergency or for the continued operation and maintenance of facilities or property.

Sick, Personal and Bereavement Leave

Each twelve-month employee will be credited with fourteen (14) paid sick leave days annually (July 1 – June 30). Sick days may be used as described in the Employee Benefits section of this Handbook.

Each twelve-month employee will be granted four (4) paid personal days annually. Personal leave may be used as described in the Employee Benefits section of this Handbook.

Twelve-month employees who must be absent as a result of a death in the immediate family, as described in the Employee Benefits section, are provided up to five (5) days of paid bereavement leave in lieu of using sick days.

Vacation

Twelve-month employees are granted access to vacation days starting July 1, however, vacation is earned monthly on a fiscal year accrual basis. In the event of a mid-year separation, the District will calculate and pay for any vacation days that the employee has earned but not yet taken. In turn, the employee is expected to reimburse the District for excess vacation time advanced and taken, but not yet earned. All vacation requests must be approved by the employee’s direct supervisor. The following schedule provides for the amount of vacation provided for the specific number of completed years of service in the District:

Years of Service	Vacation Allotted
0 - 5	10 work days
6 - 15	15 work days
15+	20 work days

Employees with a start date after July 1 will receive a prorated allotment of vacation days in their first year based upon the employee’s start date. Vacation days will be cumulative to the extent that a maximum of five (5) unused vacation days earned during a given year may be carried over for use prior to October 1 of the following work year.

Eleven-Month Educational Support Personnel (ESP) Employees

Work Year/Day

A full-time employee works a seven-to-eight (7-8) hour day, five (5) days per week, eleven (11) months per year. The work year will begin on the 1st of July and extends through the 30th of June.

A regular work week begins at 12:00 a.m. Sunday and ending at 11:59 p.m. Saturday. The work day includes a paid thirty (30) minute duty-free lunch and two (2) paid fifteen (15) minute breaks.

Holidays

Each full-time employee will be granted the day off, with pay, for the following holidays:

- | | |
|----------------------------|---------------------------|
| 1. Labor Day | 6. Christmas Day |
| 2. Veterans Day | 7. New Year's Day |
| 3. Day Before Thanksgiving | 8. Martin Luther King Day |
| 4. Thanksgiving Day | 9. President's Day |
| 5. Day After Thanksgiving | 10. Memorial Day |

In the event that one of these recognized holidays falls on either a Saturday or Sunday, employees will receive the preceding Friday or following Monday off with pay only if school is not in regular session on those days. If students are in regular attendance, employees will not receive the day off and are expected to be at work - no holiday pay will be provided. If any of the above legal holidays are removed by the Illinois legislature from the required holidays currently observed under the *School Code* for public schools, employees shall no longer be afforded these paid holidays. Further, if any of the above legal holidays are approved for a requested waiver of mandates by the Board of Education, employees shall not be afforded these holidays.

In addition, when the following days fall on a regular work day, each full time employee will be granted the day off, with pay, provided these days are student non-attendance days on the school calendar. These days are not paid holidays if they fall on a weekend:

1. Columbus Day	3. December 31
2. December 24	4. Casimir Pulaski

The District may require educational support personnel to work on a holiday during an emergency or for the continued operation and maintenance of facilities or property. A floating holiday will be provided for employees required to work on a holiday, to be schedule with the agreement of the employee's supervisor.

Sick, Personal and Bereavement Leave

Each eleven-month employee will be credited with thirteen (13) paid sick leave days annually (July 1 – June 30). Sick days may be used as described in the Employee Benefits section of this Handbook.

Each eleven-month employee will be granted three and a half (3½) paid personal days annually.

Personal leave may be used as described in the Employee Benefits section of this Handbook.

Eleven-month employees who must be absent as a result of a death in the immediate family, as described in the Employee Benefits section, are provided up to five (5) days of paid bereavement leave in lieu of using sick days.

Vacation

Eleven-month employees are granted access to vacation days starting July 1, however, vacation is earned monthly on a fiscal year accrual basis. In the event of a mid-year separation, the District will calculate and pay for any vacation days that the employee has earned but not yet taken. In turn, the employee is expected to reimburse the District for excess vacation time advanced and taken, but not yet earned. All vacation requests must be approved by the employee’s direct supervisor. The following schedule provides for the amount of vacation provided for the specific number of completed years of service in the District:

Years of Service	Vacation Allotted
0 - 5	9 work days
6 - 15	14 work days
15+	18 work days

Employees with a start date after July 1 will receive a prorated allotment of vacation days in their first year based upon the employee’s start date. Vacation days will be cumulative to the extent that a maximum of five (5) unused vacation days earned during a given year may be carried over for use prior to October 1 of the following work year.

School Year Employees

Work Year/Day

A school year employee works beginning with the first day of student attendance and continuing for all student attendance days in the District's school year.

School year employees do not work and are not paid for staff development days, unless required by an administrator to attend. At the discretion of the Superintendent, certain school year positions may be extended to include ten (10) days beyond the regular days of the school year.

Any ESP whose presence is necessary because of an emergency or for the continued operation and maintenance of school facilities or property may be required by law to work on any non-student attendance day.

Sick, Personal and Bereavement Leave

Each school-year employee will be credited with ten (10) paid sick leave days annually (July 1- June 30). Sick leave may be used as described in the Employee Benefits section of this Handbook.

Each school-year employee will be granted four (4) paid personal days annually. Personal leave may be used as described in the Employee Benefits section of this Handbook.

School year employees who must be absent as a result of a death in the immediate family, as described in the Employee Benefits section are provided up to five (5) days of paid bereavement leave in lieu of using sick days.

Part Time Employees

Part-time employees are defined as ESP's who work less than 40 hours per week on a twelve-month basis or less than 37.5 hours per week on a school-year basis.

Part-time employees who are employed for at least 600 hours annually (i.e., eligible for participation in the Illinois Municipal Retirement Fund) will receive paid sick leave on a prorated basis as defined by their work year category.

Temporary ESP Employees

Temporary ESP are hired on a short term basis or for a specific project (i.e., substitutes, summer help, clerical, etc.). A temporary employee receives no benefits with their position.

EMPLOYEE BENEFITS

Insurance Benefits

Health - The Board of Education shall pay the employee's monthly premium for individual major medical and hospitalization insurance for the HMO, 2500 PPO, or 1500 HDHP medical insurance plans offered. The Board of Education shall pay 97.5% of the employee's monthly premium for individual major medical and hospitalization insurance for the 750 PPO plan. This includes coverage throughout the summer for school-year employees. All employees working 30 hours or more per week shall be eligible for said insurance. Employees working between 20-30 hours per week may be provided coverage at the employee's request, if permitted by the group health plan terms, with the Board's contribution prorated proportionally to the hours worked. Health insurance coverage becomes effective the employee's start date. When a dependent tiered plan is available, employees who wish additional coverage shall pay the monthly premiums. Please contact the Business Office for current rates on dependent coverage. The Board shall contribute to an employee's dependent health insurance coverage on the basis of the following criteria:

Number of Years an Employee <u>Paid the Whole Premium</u>	Percent of Employee Premium <u>Paid by the Board</u>
2 years	25%
3 years	35%
4 years	50%
Year 5 and beyond	60%

The employee's portion shall be paid through payroll deduction.

Dental – An optional dental insurance program is available provided that there are a minimum of ten (10) employees enrolled. The employee shall be required to pay the cost for dental insurance. The cost shall be paid by payroll deduction.

Life - Life insurance in the amount of \$50,000 is provided for each full-time twelve month, eleven month, or school year employee and paid by the Board of Education.

Flexible Benefits

A Section 125 Flexible Benefits Program will be maintained which will allow employees to designate a portion of their salary to be used for flexible benefits related to medical expenses not covered by the insurance program, payment of insurance for dependent coverage, dental insurance premiums, other related medical expenses, child care costs or taken as taxed salary. The allocation or payment of these funds shall be based on the rules and regulations of the Internal Revenue Service.

Professional Growth

The Board of Education shall reimburse registration fees and ancillary costs to participate in workshops, conferences or seminars specifically related to the employee's position if **pre-approved** by the Supervisor and Superintendent or designee.

Tuition Reimbursement

A full-time ESP employee shall be eligible for tuition reimbursement up to a maximum of \$280.00 per semester hour, with a cap of \$3,360 per year. "Full-time" for the tuition benefit shall be defined as one who works at least seven hours per day, five days per week either in a twelve month, eleven, or school year position. The employee agrees that by accepting such reimbursement they are agreeing not to seek other employment for a period of one (1) year following the receipt of the last tuition reimbursement they receive from the BOARD. If the employee voluntarily resigns their employment for reasons other than disability, retires, or is terminated "For cause" prior to fulfilling the one-year commitment to remain employed by the BOARD, they will immediately become liable to the BOARD for repayment of all tuition reimbursements received in the preceding year, unless otherwise agreed to by the Parties.

Tuition reimbursement shall be made only upon **pre-approval** by the Superintendent and for courses which are determined to provide benefit to the District.

Tuition reimbursement shall not be approved for those courses required to secure initial employment with the district.

Requests for reimbursement for courses must be submitted to the Business Office within sixty (60) days after the final meeting of the course. A fee receipt and transcript for the course must be submitted prior to the reimbursement. A grade of "A" or "B" must be earned in order to be eligible for reimbursement.

Parental Leave

Full-time twelve month, eleven month, and school-year employees, on or after the 5th year anniversary of hire date, shall be eligible for parental leave **without pay** subject to specific procedures outlined below.

Medical Statement - The employee shall advise the Superintendent or designee of pregnancy no later than the fourth month of pregnancy. At such time a written statement from a physician indicating the expected date of delivery and that in the physician's opinion the employee may safely continue in employment and perform all regular duties during pregnancy, with or without reasonable accommodations.

See http://www.illinois.gov/dhr/Publications/Documents/Pregnancy_Fact_Sheet-eng-14.pdf for more information regarding pregnancy accommodations.

From time to time, the Superintendent or designee may request the employee to furnish subsequent statements from the physician indicating continued ability to perform duties. At the district's request and expense, the employee may be required to have a physical examination by a physician of district choice.

Application for Leave - Application for such leave shall be made in writing to the Superintendent or designee at least 120 calendar days prior to the anticipated birth of the child.

Dates of Leave - The employee and the Superintendent or designee shall discuss a plan for the commencement and termination of such leave, taking into consideration the continuity of responsibilities and medical factors and the pertinent time factors. The leave shall not exceed the balance of the fiscal year in which it commences and one additional fiscal year.

Sick Leave – The employee shall have the option to use up to thirty (30) days of accrued sick leave following the birth of the child before beginning the Parental leave. Sick leave shall not be earned during the period of the parental leave, but any unused sick leave available at the time of the start of the leave shall be available upon termination of the leave and return to employment.

Advancement - Any employee who has been employed 51% or more days of the work year shall be entitled to salary advancement as he/she would have been if the leave had not been granted. If the leave exceeds the year such leave commences, the second year shall not be considered for salary advancement.

Return to Employment - In all instances where an employee is granted a parental leave of six (6) months or more, as a condition thereof she shall advise the Superintendent or designee in writing at least ninety (90) calendar days prior to the termination of such leave that he/she intends to return to employment. For approved leaves of less than six months, the notice of intent to return to work must be given at least forty-five (45) calendar days before the termination of such leave.

Return to the district shall be in accord with the previously agreed upon plan, subject however to changed conditions in the district in the event of a mid-school year return, in which case the school district may delay reinstatement of said employee until the beginning of the next fiscal year. Failure to advise the Superintendent or designee of intent to return as required above shall be treated as an election not to return to employment and as a resignation from the district.

An employee desiring to return from parental leave shall submit evidence from a qualified physician that she is medically able to perform all of her essential job duties, with or without reasonable accommodation, with her notice of intent to return.

Under atypical or unanticipated medical circumstances, the employee may elect to terminate the leave and return to work on a date mutually selected by the employee and Business Manager and approved by the Board.

Adoption Leave - Any employee desiring adoption leave as a result of becoming an adoptive parent shall notify the Superintendent or designee in writing upon the initiation of such adoption proceedings. Adoption leave shall be granted upon satisfactory written notification to the Superintendent or designee of the date the child is expected to be received. It shall be the responsibility of the applying employee to keep the Superintendent or designee fully informed of the status of the proceedings, and as soon as known, the expected date of the

adoption of the child. Paid leave (i.e. sick leave) for adoption or placement of adoption is limited to thirty (30) days.

Worker's Compensation

All employees are protected against bodily injury due to accident or disease arising out of and in the course of their employment in the District under the *Illinois Workers' Compensation Act*. The District provides workers compensation benefits through its insurance plan for injured employees.

Any employee who is injured while working must immediately, or as soon as feasible, inform the immediate supervisor of the cause and nature of the injury or, if incapacitated, cause a doctor or relative to communicate the nature of the injury. This information must be reported in writing as soon as the employee is physically able. Failure to report a compensable accident on a timely basis as described above may result in disciplinary action. All applicable District procedures must be followed.

Sick Leave

Sick leave is defined in State law as personal illness, mental or behavioral complications, quarantine at home, serious illness or death in the immediate family or household, or birth, adoption, or placement for adoption, or the acceptance of a child in need of foster care. For purposes of sick leave, the "immediate family" includes employee's spouse, domestic partner, son, daughter, mother, father, brothers, sisters, corresponding in-law or step relation, grandparents, grandchildren, and any person for whom the employee is legal guardian by birth or marriage.

Sick day credits can be found per job classification above. Unused sick leave shall accumulate to the maximum number of days that IMRF will recognize for retirement credit purposes.

The Administration may require medical certification for absences of three (3) days or more, or when the Administration suspects that leave time is being abused.

No reimbursement shall be made for unused sick days upon termination of employment.

Absence shall be reported to the Administrative Office and the employee's supervisor. Notification of absence shall be made as soon as the need is known but in no case less than one hour before the employee is scheduled to start work. An employee who is aware of a need to be absent in advance should notify his/her principal and supervisor as soon as possible. Failure to comply with the above shall result in disciplinary action. Five consecutive days of absence without notification shall result in immediate termination.

Personal Leave

Personal leave is excused, paid leave for unexpected or expected personal business. Personal day allowances can be found per job classification above.

The use of a personal day is subject to the following conditions:

1. Except in cases of emergency or unavoidable situations, a personal leave request should be submitted to the Building Principal or Supervisor 3 days before the requested date.
2. No personal leave days may be used immediately before or immediately after a holiday, or

during the first and/or last 5 days of the school year, unless the Superintendent grants prior approval.

3. Personal leave may not be used in increments of less than one-half day.
4. Personal leave is subject to any necessary replacement's availability.
5. Personal leave may not be used on an in-service training day and/or institute days.
6. Personal leave may not be used when the employee's absence would create an undue hardship.

If a request for the use of personal day is denied, the Superintendent or designee will give a reason for the denial. Unused emergency/personal leave days shall be cumulative to a maximum of six (6) days. Unused personal days in excess of six (6) will be added to the available sick leave. No reimbursement for unused personal days shall be made upon termination of employment.

Bereavement Leave

All full-time twelve-month employees, eleven-month employees and full-time school-year employees may receive bereavement leave with pay for up to five (5) days per fiscal year when death occurs in the immediate family. Immediate family shall include employee's spouse, domestic partner, son, daughter, mother, father, sibling, corresponding in-law or step relation, grandchild or grandparent, and any person for whom the employee is legal guardian. Each employee may utilize one (1) of the bereavement days with pay when death occurs in their extended family. Extended family shall include aunt, uncle, cousin, niece and nephew by birth or marriage. Bereavement leave days shall not be cumulative.

Unpaid Bereavement Leave shall be extended to employees experiencing pregnancy loss, ineffective fertility treatment, a diagnosis negatively affecting pregnancy or fertility, as well as unsuccessful adoption or surrogacy plans.

Military Leave

Whenever possible, reserve personnel shall be expected to meet their requirements for annual training during periods of employment recess. The employee shall receive his/her regular salary less the amount due from the government for the period of training or required duty, or the employee shall receive only the amount from the government for the period of training or required duty, whichever is higher. During military leave, the employee's seniority and other benefits shall continue to accrue.

FMLA

Eligible ESP employees may take leave pursuant to the provisions of the federal Family and Medical Leave Act. Details can be found on the District website.

Temporary Disability Leave

An ESP employee who is temporarily disabled because of personal illness or physical or mental incapacity and is unfit to perform his/her duties may be granted a temporary disability leave of absence as provided under Board policy 5:180. The maximum duration of the disability leave, as well as pay during the leave, will depend upon the employee's FMLA eligibility, accumulated sick and personal leave, and vacation time. If an employee is unable to return to work after the expiration of a temporary disability leave, the District may determine that the employee cannot perform his/her required services and may act to terminate the employee.

Retirement Benefit

Eligible participants include any full-time, twelve-month, eleven month, or school-year employee age 55 or older who: (1) has completed fifteen (15) years of service in the District; and (2) who notifies the Superintendent of his/her intent to retiree at least three (3) months before the retirement.

The district shall annually reimburse each eligible participant towards the actual premium cost paid by the retiree as his or her primary health insurance premium up to \$5,500 annually for the 2019-20 school year, increasing \$200 each year thereafter. Payment shall be made upon submission of proof of payment of the insurance premium notice to the business office by the participant. The District's obligation will cease at age sixty-five or Medicare eligibility, whichever comes first.

COMPENSATION

Wages

All ESP employees will be paid on a scheduled basis consistent with the payment dates for all other District employees. Paychecks cover regular hours of work during the preceding payroll period. Currently, a payroll period covers approximately two (2) weeks. The Board determines salary and wages for educational support personnel upon recommendation by the administration. Generally, hourly pay rates are adjusted by the Board of Education on an annual basis prior to the start of the District's fiscal year (July 1). Paychecks will be distributed on the 15th and 30th of each month. Newly hired ESP employees are encouraged to participate in direct deposit.

Overtime and Fair Labor Standards Act (FLSA) Compliance

All non-exempt employees, whether paid on a salary or hourly basis, are covered by minimum wage and overtime provisions.

The workweek for District employees will be 12:00 a.m. Sunday until 11:59 p.m. Saturday. Non-exempt employees will be compensated for all hours worked in a workweek including overtime. "Overtime" is time worked in excess of 40 hours in a single workweek.

A non-exempt employee shall not work overtime without his or her supervisor's express approval. In lieu of overtime compensation, non-exempt employees may receive compensatory time-off, according to Board policy 5:310, Compensatory Time-Off.

Compensatory Time-Off

Employees may be given 1-1/2 hours of compensatory time-off in lieu of cash payment for each hour of overtime worked. Other than as provided below, at no time may an employee's accumulated compensatory time-off exceed 240 hours, which represents compensation for 160 hours of overtime. If an employee accrues the maximum number of compensatory time-off hours, the employee: (1) is paid for any additional overtime hours worked, at the rate of one and one-half times the employee's regular hourly rate of pay, and (2) does not accumulate compensatory time-off until the employee uses an equal amount of accrued time-off.

An employee who has accrued compensatory time-off shall be permitted to use such time in at least half-day components provided such requests do not unduly disrupt the District's operations. The employee's supervisor must approve a request to use compensatory time-off.

Upon termination of employment, an employee will be paid for unused compensatory time at the higher of:

1. The average regular rate received by such employee during the last three years of employment; or
2. The final regular rate received by such employee.

Compensatory time-off is time during which the employee is not working and is, therefore, not counted as "hours worked" for purposes of overtime compensation.

IMRF Participation

All eligible employees must participate in the Illinois Municipal Retirement Fund (IMRF) System. Eligible employees are currently defined by law as individuals who are employed for a minimum of 600 hours over a twelve-month period. The employee's share of the IMRF contribution is deducted from each employee paycheck. The Board of Education will comply with all current applicable rules and regulations governing IMRF contributions.

Social Security

Contributions for Social Security and Medicare are deducted from each employee's paycheck. The Board of Education will comply with all current applicable federal regulations governing social security contributions.

Time Sheet Procedures

Employee time sheets are due in the building offices on the Friday afternoon of the week prior to payday. Building offices will forward completed time sheets, signed by the appropriate supervisor to the Business Office the Monday morning prior to payday. Any handwritten corrections made on time sheets must be dated and initialed by the person making the changes.

Court Duty

All employees serving on jury duty shall receive full salary for the time served on jury duty, upon submitting to the Business Office all payments received for serving as a juror, less mileage and lunch allowance, except if payment for jury services is more than the regular salary. An employee must give at least 5 days prior notice of pending court duty to the district.

RULES AND REGULATIONS/EMPLOYMENT POLICIES

Conditions of Employment

A candidate must have on file in the District Office a completed application form. Each new employee must have the following items on file:

1. Evidence of a physical examination within 90 days of hire.
2. Negative patch or TB Test.
3. Completed fingerprint criminal background check.
4. Completed Department of Children and Family Services (DCFS) Mandated Reporter Form.
5. Completed Federal Immigration (I-9) Form with two acceptable forms of identification.
6. Transcripts and other evidence of licensure as required by law.

Equal Employment Opportunities

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 or unfavorable military discharge, pregnancy, or 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, physical or mental handicap or disability (including pregnancy), if otherwise able to perform the essential functions of the job with reasonable accommodation, and other legally protected categories.

Persons who believe they have not received equal employment opportunities should report their claims to the Nondiscrimination Coordinator and/or a Complaint Manager for the Uniform Grievance Procedure as listed in Board policy 2:260. No employee or applicant will be discriminated or retaliated against because he or she initiated a complaint, was a witness, supplied information, or otherwise participated in an investigation or proceeding involving an alleged violation of this policy or State or federal laws, rules or regulations, provided the employee or applicant did not make a knowingly false accusation nor provide knowingly false information.

Sexual Harassment

The School District shall provide employees an employment environment free of unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct, or communications constituting sexual harassment as defined and otherwise prohibited by State and federal law.

District employees shall not make unwelcome sexual advances or request sexual favors or engage in any unwelcome conduct of a sexual nature when: (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of substantially interfering with an

individual's work performance or creating an intimidating, hostile, or offensive working environment. Sexual harassment prohibited by this policy includes verbal or physical conduct. The terms intimidating, hostile, or offensive include, but are not limited to, conduct which has the effect of humiliation, embarrassment or discomfort. Sexual harassment will be evaluated in light of all the circumstances.

A violation of this policy may result in discipline, up to and including discharge. Any person making a knowingly false accusation regarding sexual harassment will likewise be subject to disciplinary action, up to and including discharge.

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

Employees should report claims of sexual harassment to the Nondiscrimination Coordinator and/or use the Board policy 2:260, Uniform Grievance Procedure. Employees may choose to report to a person of the employee's same sex. Initiating a complaint of sexual harassment shall not adversely affect the complainant's employment, compensation, or work assignments.

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.

Background Checks

Lincolnshire-Prairie View School conducts background checks on all job candidates post-job offer. Lincolnshire-Prairie View School may also use a third party administrator to conduct the background check. The type of information that may be collected is as follows: criminal background check, employment history, education, and professional or personal references.

This information may also be sought out during reassignment or promotional periods.

Drug and Alcohol-Free Workplace

All District workplaces are drug- and alcohol-free workplaces. All employees shall be prohibited from:

1. Unlawful manufacture, dispensing, distribution, possession, use, or being under the influence of a controlled substance while on District premises or while performing work for the District.
2. Distribution, consumption, use, possession, or being under the influence (i.e. any detectable concentration) of alcohol while on District premises or while performing work for the District.

For purposes of this policy a controlled substance is one that is:

1. Not legally obtainable;
2. Being used in a manner different than prescribed;
3. Legally obtainable, but has not been legally obtained; or

4. Referenced in federal or State controlled substance acts.

As a condition of employment, each employee shall:

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

District Action Upon Violation of Policy

An employee who violates this policy may be subject to disciplinary action, including termination. Alternatively, the Board may require an employee to successfully complete an appropriate drug- or alcohol-abuse, employee-assistance rehabilitation program.

Drug and Alcohol Testing for School Bus Drivers

The District shall adhere to State and federal law and regulations requiring a drug and alcohol testing program for school bus and commercial vehicle drivers.

Suspension

The Superintendent is authorized to suspend an employee without pay as a disciplinary measure, during an investigation into allegations of misconduct or pending a dismissal hearing whenever, in the Superintendent's judgment, the employee's presence is detrimental to the District.

Any criminal conviction resulting from the investigation or allegations shall require the employee to repay to the District all compensation and the value of all benefits received by the employee during the suspension.

Abused and Neglected Child Reporting

Any District employee who suspects or receives knowledge that a student may be an abused or neglected child shall immediately report such a case to the Illinois Department of Children and Family Services per Board policy 5:150. The employee shall also promptly notify the Superintendent, Building Principal, and administrative supervisor that a report has been made. All District employees shall sign the "Acknowledgement of Mandated Reporter Status" form provided by the Illinois Department of Child and Family Services and the Superintendent or designee shall ensure that the signed forms are retained.

Any District employee who discovers child pornography on electronic and information technology equipment shall immediately report it to the Building Principal administrative supervisor for further action (DCFS and law enforcement). Employees will not copy or otherwise transmit the image(s).

Ethics and Gift Ban

All District 103 employees are expected to maintain high standards in their work relationships, to demonstrate the District's Universal Values of Integrity, to be considerate and cooperative, and to maintain professional relationships. As required under Illinois law and Board Policy 5:120, ESP employees must avoid participation in prohibited political activities or taking or receiving illegal gifts.

No employee shall have any illegal conflict of interest in any contract, work, or business of the District, or in the sale of any article by or to the District.

Employees shall not engage in any other employment or in any private business during regular working hours. Employees are prohibited from using any District facilities, grounds, equipment, or materials for personal use or gain, for outside employment, or for any other activities unrelated to their job duties unless approved by the Superintendent or Designee.

Confidentiality of Information

District employees are responsible for maintaining: (1) the integrity and security of all internal information, and (2) the privacy of confidential records, including but not limited to: student school records, personnel records, and the minutes of, and material disclosed in, a closed Board of Education meeting. Internal information is any information, oral or recorded in electronic or paper format, maintained by the District or used by the District or its employees. The Superintendent or designee shall manage procedures for safeguarding the integrity, security, and, as appropriate, confidentiality of internal information.

Personnel Records

The District maintains personnel records for all ESP employees in accordance with State and federal law. Each employee shall have the right, upon request, to review the contents of his/her personnel file which shall minimally contain evaluation, both formal and informal, and remediation documentation.

The employee shall be given a copy of any material added to his/her personnel file within (5) working days of the date such additions.

The employee has the right to respond, in writing, to any material filed within the aforesaid file within ten (10) working days of same.

Such review of permanent personnel file shall occur during the regular business hours and during a time when the employee is not otherwise assigned and in a manner which shall not interfere with the operation of the personnel office or of the School District.

This section shall not be applicable to any evaluation or reference information received by the Board prior to the employee's first employment day in the District.

EMPLOYMENT TERMINATION AND SUSPENSIONS

Resignation

An employee is requested to provide 2 weeks' notice of a resignation, but may resign at any time without notice. A resignation notice cannot be revoked once given. In most cases, employees who resign will be permitted to work through to their effective resignation date. If the District determines that allowing an employee to work through the resignation date will have an adverse effect on the District, the period of notice may be shortened and employment may be terminated immediately.

Retirement

An employee planning to retire should notify his or her supervisor at least 3 months before the retirement date.

Non-Reduction in Force (RIF) Dismissal

The Superintendent is responsible for making dismissal recommendations to the Board consistent with the Board's goal of having a highly qualified, high performing staff.

Reduction in Force (RIF) and Recall

This section is applicable whenever the Board decides to decrease the number of educational support personnel or to discontinue some particular type of educational support service and, as a result of that action, an educational support employee is removed, dismissed, or his or her hours are reduced.

The Board shall use a seniority list to determine the order of dismissal or removal. The seniority list, categorized by positions, shall show the length of continuing service of each full-time educational support employee. The employee with the shorter length of continuing service within the respective category of position shall be dismissed first.

Notice will be provided as required by law.

Final Paycheck

A terminating employee's final paycheck will be adjusted for any unused, earned vacation credit. Employees are paid for all earned 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 or her final paycheck on or before the third business day following the last day of employment.

APPENDIX A

**Acknowledgement of Receipt
Lincolnshire-Prairie View School District 103 ESP Handbook**

The Employee Handbook (sometimes called a Personnel Policy Manual, and referred to as the “Handbook”) is a compilation of personnel policies, practices and procedures currently in effect at Lincolnshire-Prairie View School District 103, an equal opportunity employer.

This Handbook is designed to introduce employees to the organization, familiarize you with District policies as they pertain to you as an employee, provide general guidelines on work rules, disciplinary procedures and other issues related to your employment, and to help answer many of the questions that may arise in connection with your employment.

This Manual and any other provisions contained herein do not constitute a guarantee of employment or an employment contract, express or implied. You understand that your employment is “at-will” and that your employment may be terminated for any reason, with or without cause, and with or without notice. This Manual is intended solely to describe the present policies and working conditions at Lincolnshire-Prairie View School District 103. This Manual does not purport to include every conceivable situation; it is merely meant as a guideline, and unless laws prescribe otherwise, common sense shall prevail. Of course, Federal, state, and/or local laws will take precedence over Lincolnshire-Prairie View School District 103 policies, where applicable. Board policies can be found on the district website at www.d103.org

Personnel Policies are applied at the discretion of Lincolnshire-Prairie View School District 103. Lincolnshire-Prairie View School District 103 reserves the right to change, withdraw, apply, or amend any of our policies or benefits, including those covered in this Manual, at any time. Lincolnshire-Prairie View School District 103 may notify you of such changes via email, posting on the District’s Intranet, Portal or Website, or via a printed memo, notice, amendment to or reprinting of this Manual, but may, in its discretion make such changes at any time, with or without notice and without a written revision of this Manual.

By signing below, you acknowledge that you have received a copy of Lincolnshire-Prairie View School District 103’s ESP Handbook, and understand that it is your responsibility to read and comply with the policies contained therein and any revisions made to it. Furthermore, you acknowledge that you are employed “at-will” and that this Manual is neither a contract of employment, an agreement, an arrangement, nor a legal document. Your signature below signifies only the receipt of this Handbook.

Signature

Date

Please print your full name

*Please sign and date one copy of this notice and return it to Human Resources.
Retain a second copy for your reference.*