

**EDUCATIONAL SUPPORT PERSONNEL HANDBOOK
(NONCERTIFIED EMPLOYEES)**

KANELAND COMMUNITY UNIT SCHOOL DISTRICT #302

Effective July 1, 2025

Introduction

This document is intended to provide a reference for personnel related policies and procedures for all educational support personnel in District 302, except bus drivers, food service, and SPEAK employees. A separate handbook or collective bargaining agreement covers those employee groups. This handbook is a compendium of Board policies and practices that govern the relationship between the employee and the District and that should guide the actions of both the employee and the District. The handbook applies to all noncertified employees, again, except bus drivers and food service personnel.

Much of what follows is common sense. However, some is also a product or requirement of federal and/or state law. Should you have questions or suggestions please submit them to the central office in writing.

The contents of these policies are presented for employees' information. Unless otherwise indicated in a written contract between the employee and the District, a collective bargaining agreement, or the Illinois School Code, all personnel are considered employees at-will.

Nothing in these policies is intended to, or shall, create any contractual obligations of any kind. No policy, benefit, or procedure implies or may be construed to imply an obligation of the District or any employment contract where one does not exist. No promise of employment or employment-related benefit(s) for any specific period of time is offered, established or to be implied from anything in these policies.

No representative of the District has any authority to enter into any agreement for remuneration or any other benefit of employment, except the Superintendent and Board of Education, and even then only if the agreement is in writing and approved by the Board of Education. Any oral or written statements or promises to the contrary are expressly disavowed and should not be relied upon by any existing or prospective employee.

Section 1-Hiring Process and Employment Conditions

- A. **Equal Employment Opportunity and Minority Recruitment:** The School District shall provide equal employment opportunities to all persons regardless of their race, color, religion, creed, national origin, sex, sexual orientation, age, ancestry, marital status, arrest record, military status or 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 and other legally protected categories. See Board Policy 5.10.
- B. **Immigration Investigation:** All newly hired employees must complete an Immigration and Naturalization Service Form I-9 no later than 3 business days following their first working day. If an individual is unable to provide the required documents to complete the Form I-9 within the 3-day period, the individual must present a receipt for the application of the documents within 3 days of the hire and present the required documents within 21 days of hire.
- C. **Criminal Background Investigation:** All employees must be fingerprinted before starting work, unless an exception has been approved.
- D. **Abused and Neglected Child Reporting:** A District employee who has reasonable cause to suspect that a student may be an abused or neglected child must report such a case to the Illinois Department of Children and Family Services (DCFS) child abuse Hotline number (1-800-25A-BUSE). The employee shall notify the Superintendent or Building Principal that a report has been made. See Board Policy 5.90.
- E. **Physical Examinations:** New employees must furnish evidence of physical fitness to perform assigned duties and freedom from communicable diseases, including tuberculosis. All physical fitness examinations and tests for tuberculosis must be performed by a physician licensed in Illinois, or any other state, to practice medicine and surgery in any of its branches. The physical examination and the tuberculin tests must have been taken by the employee no more than 90 days before the employee's submitting evidence of same to the Board of Education. Payment of salary may be withheld for failure to submit this information to the District as required.

Any employee may be required to have additional examinations by a physician who is licensed in Illinois to practice medicine and surgery in all its branches if the examination is job-related and consistent with business necessity. The Board of Education will pay the expenses for such an examination.
See Board Policy 5.30.

- F. **Employment At-Will:** District employment is at-will, meaning that employment may be terminated by the District or employee at any time in accordance with Illinois law. Nothing in Board of Education policy is intended or should be construed as altering the employment at-will relationship. See Board Policy 5.270.
- G. **Employment Termination and Suspensions:** An employee facing possible termination or suspension may have questions about such things as resignations, retirement, reduction in force and recall, final paycheck and suspension. See Board Policy 5.290 for this information.
- H. **Lunch Hours and Breaks:** Any employee who works more than 3.75 hours per day is provided a one-half hour duty free lunch. Employees will be offered a choice between a daily schedule (Schedule A) that does not include breaks and one (Schedule B) that includes 15 minute breaks in the morning and afternoon respectively. Break time will be unpaid. Therefore, the employee who chooses the schedule with breaks will leave their work station one-half hour later at the end of the day, compared to one who does not take breaks. This section does not apply to full-time employees in the Transportation or Maintenance Departments. Due to the nature of the work in these departments, employees are allowed either one-half hour lunch periods and paid 15-minute morning and afternoon breaks or a one-hour lunch period.

I. Evaluations

The goal of employee evaluations is to:

1. Monitor the professional performance of support staff employees
2. Provide feedback to support staff employees
3. Provide yearly review and evaluation of employees

District Administration shall publish an ESP Evaluation Handbook that outlines the evaluative process and forms. The Building Principal, Assistant Principal or other assigned Administrator shall be responsible for evaluating ESP performance.

- A. Each employee shall be provided a copy of the evaluation tool to be used within four (4) weeks of employment.
- B. After successfully completing the one hundred twenty (120) day probationary period, all ESP employees will be evaluated at least once each school year.

J. Probationary Status

New ESP employees will complete a probationary period of ninety calendar days, not inclusive of non-work days, unpaid holidays, or seasonal breaks (e.g. winter break, summer break, or spring break) within the Employee's contract year before the employee will be granted full-status employment. Consecutive work day absences shall extend the probationary period by a like number of work days. A probationary employee may be discharged without recourse at any time prior to the end of the probationary period. The probationary period may be extended if deemed necessary by the Superintendent or designee.

Probationary employees shall be granted one (1) personal day and three (3) sick days at the beginning of the probationary period. After completing the probationary period, all remaining personal and sick days will become available. Probationary employees shall have access to all remaining benefits to which they are entitled under this Agreement at the beginning of their probationary period.

Section 2-Employee Groups and Salary Calculations

The number of days which an employee must work and for which he or she will be paid will vary depending on the position, school calendar, legal holidays, school holidays, and the spring and winter breaks.

Each year, after the school calendar has been set, the number of actual work days will be determined for each category. The categories are as follows:

- A. **Group A Employees:** Group A includes 12-month employees who work all the days except the 13 holidays and their earned vacation days. Group A employees are required to work during the spring and winter breaks, given the nature of their jobs. The following are Group A categories:

- Transportation Head Bus Mechanic
- Transportation Bus Mechanic
- Maintenance Worker (General 1)
- Maintenance Worker (General 2)
- Maintenance Worker (Skilled)
- Maintenance/Grounds Worker (Grounds 1)
- Maintenance Worker (Grounds 2)

- B. **Group B Employees:** Group B includes 12-month employees who do not work the 13 holidays, spring and winter breaks, nor their earned vacation days. Group B employees may work the break days depending on their workload and have them credited toward their total number of workdays with their supervisor's approval. In trade for this time the employee would be allowed to take other time off during the year. The following are Group B categories:

- Administrative Assistant - Superintendent's Office
- Administrative Assistant - Business Office
- Administrative Assistant - Transportation
- Administrative Assistant - Special Education Services
- Payroll Administrator
- Accounts Payable Administrator
- Accounts Payable Specialist
- Assistant to Human Resources
- Benefits Administrator
- District Data Specialist
- Educational Services Secretary
- Information Systems Specialist
- Special Education Secretary
- Assistant Technology Administrator
- Technology Specialist
- Technology Secretary
- Communications Coordinator

- C. **Group C Employees:** Group C includes employees who work the student attendance days (when students are bodily in attendance). The following are Group C categories:

- Monitor (Lunch/Recess)
- Mail/Lunch Delivery Personnel
- Crossing Guard Personnel

- D. **Group D Employees:** Group D includes employees who work a specific calendar schedule or are hired on a

fluctuating schedule. The following are Group D categories:

FVCC Health Assistant
Science Shelf Stocker
Head Cook
Occupational Therapist
Physical Therapist

- E. Extra Days: Employees may work days other than and/or in addition to those scheduled and be paid for them only with their supervisor's approval unless emergency circumstances occur. Group C or D employees may work additional days if approved and if funds have been budgeted for those extra days. If funds have not currently been budgeted for this cost, a Superintendent or designee's approval is also required.

Should any noncertified hourly employee who falls into either Group A or B be required to work extra days, the days will be credited toward compensatory time or be paid. Group A or B employees should obtain the prior approval of their supervisor to work extra days.

School Closing: The following applies when school is closed due to an emergency situation (i.e. snow, lack of heat, etc.):

Employees that work variable hours on student attendance days will make up the day because a day will be added to the calendar school year.

Full time employees (*i.e., 12 month/250 day employees*) will not be required to work on an emergency day. Full time employees will be forgiven the emergency day and not be required to take a vacation or personal day. If an employee works on an emergency day they will be granted a compensatory day at straight time with supervisor's approval.

Full time employees (*i.e., 12 month/260 day employees*) that work in maintenance and transportation will be expected to work when schools are closed due to emergency circumstances, given the nature of their jobs. A vacation day will be granted to employees who work on an emergency day.

All full time employees (*i.e., 12 month/250 and 260 day employees*) are expected to work if a day was cancelled due to a non-emergency reason that does not affect their ability or safety in relationship to getting to work (*i.e., vandalism of buses, cold weather, etc.*). Notification from the Superintendent or designee will communicate to full-time employees if they are expected to report to work. If an employee does not work on a non-emergency day the employee is required to take a vacation or personal day.

Section 3-Compensation

- A. Amount of Compensation: Unless an employee is salaried, the amount an employee is to be paid is based on the number of days/hours to be worked in a year plus any paid vacations and holidays. Again, these issues are determined by the category in which the employee's position falls.
- B. Pay Periods: Educational support personnel are paid on the 15th and the last day of the month. If either of these days fall on a weekend, holiday, or during a break, the date of payment shall be the last working day prior to the normal date of payment. The salary calculation for the year is paid in 24 equal pays for 12-month employees. School Year employees also have an option to receive their wages in 20 equal pays from September through June. However, employees with payroll deductions (health insurance, 403b contributions, flexible spending, and/or voluntary contributions) are required to be paid over 24 equal pays. See Board Policy 5.270.

- C. Pay Raises: Typically, the Board will set salaries for these employees by July 1 for the new fiscal year.
- D. Overtime: Generally overtime shall be paid at the rate of time and one-half whenever the employee works more than 40 hours during a single work week. The workweek for District employees will be 12:00 a.m. Sunday until 11:59 p.m. Saturday. Sunday and holiday time shall be compensated at double time. Unless emergency circumstances indicate otherwise, overtime hours shall be worked only at the request of the administrator, building principal, or immediate supervisor's approval. All overtime which is not included in the budget must have the **Assistant** Superintendent's approval. Employees may be given time and one-half hours of compensatory time-off in lieu of payment for overtime. However, no more than 45 hours may be accumulated at anytime. Arrangements for such compensatory time must be placed in writing to the immediate supervisor and filed with the Assistant Superintendent prior to using the time.

When a maintenance person is called in during off hours, he/she will receive a minimum of two hours overtime pay or the equivalent compensatory time.

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. Vacation, sick leave, personal leave, and paid holidays will be counted toward the 40 hours per week required for overtime. See Board Policy 5.310.

Section 4-Benefits

- A. **Illinois Municipal Retirement Fund:** An employee hired in a position which normally requires performance of duty for 600 hours or more in the next 12 months must participate in the IMRF pension plan. The employee must contribute 4.5% of his or her gross salary. The district will contribute the percentage set by IMRF each year.
- B. **Insurance:** Twelve-month employees employed for a minimum of 30 hours per week and the families of such employees may participate in the group health, dental, life, disability and accidental death & dismemberment insurance program provided through the district. The district will pay 95% of the premium to insure the employee and 75% of the cost to insure his/her dependents under the district's program. The employee's share of the premium will be paid through payroll deduction.

The district will pay 95% of the premium to insure the employee. The District will pay seventy-five percent (75%) of the insurance premium for any non-twelve month employees who were eligible for and elected dependent coverage as of June 1, 2022. The District will pay the following percentage of the insurance premium for all other employees eligible for and electing dependent coverage, in accordance with the chart below.

School Year	Employer Premium
2022/2023	55%
2023/2024	60%
2024/2025	65%
2025/2026	70%
2026/2027	75%

Employees currently insured, or those who qualify for insurance coverage who retire or are disabled under IMRF, may continue the group insurance coverage. If the employee elects to continue coverage, it shall be the obligation of the employee to pay the monthly premium directly to the district, which shall make payment to the insurance company.

- C. **Flexible Spending Account** – The Board will make available a flexible spending account program in which Employees may enroll and from which Employees may pay for unreimbursed medical and dependent care expenses. The Board will pay the administrative costs of this program.

- D. Health Insurance Program for Retirees: Educational Support Personnel who have been employed by the District continuously since before July 1, 2016 and are eligible for the Employee Group Health Insurance Benefit per Section B above are also eligible for health insurance benefits upon retirement. In order to receive this retirement benefit, the employee must:
- Retire under I.M.R.F.
 - Have 10 or more continuous years of service in the District at the time of retirement in a position that is currently insurance eligible
 - Give the Board written notice no less than 12 months before retirement
 - Be participating in the Group Health Insurance Benefit Plan at the time of notice and elect to continue into retirement without interruption

Benefits are as follows:

<u># of Days Worked/Year</u>	<u>Years of In-District Service</u>		
	<u>10 years+</u>	<u>15 years+</u>	<u>20 years+</u>
<u>250 – 260 days /year</u>			
Health Insurance – Last Year	100% (Individual)	100% (Individual)	100% (Family)
Health Insurance – Retiree	50% (Individual)	80% (Individual)	100% (Individual)
 <u>< 250 days/year:</u>			
Health Insurance – Last Year	100% (Individual)	100% (Individual)	100% (Individual)
Health Insurance – Retiree	50% (Individual)	80% (Individual)	100% (Individual)

The balance of the individual premium shall be paid by the retiree, as applicable. Dependent coverage is available at the retiree's expense. All coverage shall terminate ten (10) years after the employee's retirement or when the retiree takes employment with which health insurance benefits are provided or upon reaching age 65, whichever occurs first.

- E. Service Recognition Award: Educational support personnel who have been employed by the District continuously and who retire under IMRF after serving fifteen (15) or more continuous IMRF service years in the District and give the Board of Education a notice at least twelve (12) months before the date of retirement shall receive a Service Recognition Award of \$7,500. Those employees with twenty (20) or more years of continuous IMRF service in the District with similar notice shall receive a Service Recognition Award of \$10,000. The award will be divided equally among the employee's final eight (8) paychecks.

Section 5-Vacation, Emergency/Personal Leave and Holidays

All benefits are effective July 1 and prorated accordingly.

A. Holidays:

All Twelve-month full time employees shall receive thirteen (13) paid holidays each year (New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Day before and Day after Thanksgiving, Thanksgiving, Christmas Eve Day, Christmas Day, and New Year's Eve Day). In a year where Juneteenth falls on a weekday, all Twelve-month full-time employees shall receive fourteen (14) paid holidays. All other employees that work a minimum of 30 hours per week during student attendance days shall receive eight (8) paid holidays each year. When a paid holiday falls on a weekend, the employee shall be granted an additional day off unless the District provides for another date to be set aside for the holiday.

All part-time employees shall receive holiday pay for any of the following holidays on which they would be regularly scheduled to work but for the holiday: Labor Day, Columbus Day, Martin Luther King Jr. Day, Presidents Day, Memorial Day, Juneteenth, Thanksgiving, and the Friday after Thanksgiving.

All paid holidays will be designated on the employee's work calendar, and paid for their regular daily hours.

B. Vacation Time:

Full-time twelve month ESP employees are eligible for paid vacation time. Upon initial hire, full-time twelve month employees shall be awarded ten (10) vacation days after completing one year of service. Full-time twelve month employees who work less than a full year of service shall be awarded a pro-rated number of vacation days. Vacation time will not be awarded for any paid or unpaid leave. All vacation days shall be awarded on July 1 each year. Beginning in their second year of service, full-time twelve month employees are awarded vacation days on July 1 of each year, as follows:

Length of Employment		Maximum Vacation Days Earned Per Year
From:	To:	
Beginning of Year 2	End of Year 10	10 days per year
Beginning of Year 11	End of Year 15	15 days per year
Beginning of Year 16	End of Career	One (1) additional vacation day per not to exceed a maximum of 20 days

Five years after a non-twelve month employee has been permanently reassigned to a twelve-month position, his/her length of employment shall be increased by converting his/her months of continuous service (since his/her first day of work) prior to becoming a twelve-month employee to a twelve month basis.

For example: A ten (10) month employee with 5 years of continuous service is reassigned to a twelve (12) month position. $10 \text{ months} \times 5 \text{ years} = 50 \text{ months}$, divided by 12 months = 4 years of service = length of employment added after five years in twelve-month position.

Employees may first take paid vacation time after they have been employed for 12 months on a full-time basis. Vacation time may be taken in increments of .1 work days. Employees shall submit written requests for vacation days to the Building Principal or supervisor for approval.

Employees must use or forfeit earned vacation time by December 31 of the calendar year after the school year

in which the days were awarded on July 1. If a paid holiday occurs during the vacation leave, a vacation day will not be charged for the holiday. For example, vacation days earned during the 2021-2022 school year will be awarded July 1, 2022 and must be used by December 31, 2023.

- C. Personal/Emergency Leave: Twelve-month ESP employees shall be granted three (3) personal leave days per school year. If an ESP employee works less than the number of days that school is in session but qualifies for IMRF, they will be granted two personal leave days per year. Unused personal days shall be added to the employee's accumulated sick leave days.

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

- A. Except in cases of emergency or unavoidable situations, personal leave requests shall be submitted to the Building Principal or supervisor 48 hours in advance of the requested date.
- B. Personal leave may not be used when the employee's absence would create an undue hardship for the District as determined by the Building Principal or supervisor.
- C. Personal leave will be calculated in increments of one-tenth (.1) work day.
- D. Personal leave may be taken in conjunction with days taken without pay with prior approval of the Superintendent or designee.
- E. Personal leave will not be granted the day before or after school vacation/breaks, holidays, or institute/SIP days nor on parent-teacher conference days without prior approval of the Superintendent or designee.

Part-time educational support personnel who work or are paid for a minimum of 3 hours each day that school is in session have two personal/emergency leave days per year, subject to all of the same terms and conditions above for twelve-month educational support personnel.

Leave shall be prorated for those employed less than a full school year or less than a twelve-month period depending on which category the employee is in.

Emergency matters are spontaneous in nature, beyond the control of the employee and likely to result in severe financial loss or discomfort, and require the absence from work on a school day. See Board Policy 5.330.

Personal leave, except in the case of emergency, shall not be granted on the first or last day of school, the day prior to or after school vacation/breaks (i.e. Thanksgiving, Winter Break, and Spring Break), or on

holidays or institute days if such leave shall unduly impair the delivery of the District's programs and/or services. Persons holding positions which involve direct service to students, parents and/or teachers (e.g., school secretaries, instructional aides, etc.) are strongly discouraged from requesting personal leave at these times.

Section 6: Degree Completion

Educational support staff shall receive an increase in pay of 7.7% for obtaining an Associate's Degree and an additional increase in pay of 7.1% for obtaining a Bachelor's Degree.

Degrees eligible for any pay increase must:

1. Contain coursework from the curriculum of a fully accredited and recognized college, university, or professional organization.
2. Be directly related to the current or future district role of the employee.
3. Be pre-approved by the building principal, Superintendent, and/or designee.

Educational support staff must notify the human resources department by August 15 following a spring or summer degree completion or January 15 following a December degree completion of the year in which the change in pay is to take effect. Official transcripts demonstrating the degree completion must be submitted to the human resources department within 45 days in order for the pay increase to take effect that same school year.

Section 7: Sick Leave, Child Rearing Leave and Family Medical

- A. **Sick Leave/Days:** Full or part-time educational support personnel who work a minimum of 3.0 hours each day that school is in session receive 12 paid sick leave days per year. If the person works less than the number of days that school is in session but qualifies for IMRF, they will be granted ten (10) sick leave days per year. Part-time employees will receive sick day pay equivalent to their regular workday. Leave shall be prorated for those employed less than a full school year or less than a twelve-month period depending on which category employee is in.

Sick leave will be calculated as follows:

Calculations for Sick and Personal Time

Employees Working 8.0 hours per day

Time Absent	Time recorded in payroll
1-48 minutes	.1 of a day absent
49 minutes - 1 hr. 36 minutes	.2 of a day absent
1 hr. 37 minutes - 2 hrs. 24 minutes	.3 of a day absent
2 hrs. 25 minutes - 3 hrs. 2 minutes	.4 of a day absent
3 hrs. 3 minutes - 4 hrs.	.5 of a day absent
4 hrs. 1 minute - 4 hrs. 48 minutes	.6 of a day absent
4 hrs. 49 minutes - 5 hrs. 36 minutes	.7 of a day absent
5 hrs. 37 minutes - 6 hrs. 24 minutes	.8 of a day absent
6 hrs. 25 minutes - 7 hrs. 12 minutes	.9 of a day absent
7 hrs. 13 minutes - 8 hrs.	1.0 day absent

Employees Working 7.5 hours per day

Time Absent	Time recorded in payroll
1-45 minutes	.1 of a day absent
46 minutes - 1 hr. 30 minutes	.2 of a day absent
1 hr. 31 minutes - 2 hrs. 15 minutes	.3 of a day absent
2 hrs. 16 minutes - 3 hrs.	.4 of a day absent
3 hrs. 1 minute - 3 hrs. 45 minutes	.5 of a day absent
3 hrs. 46 minutes - 4 hrs. 30 minutes	.6 of a day absent
4 hrs. 31 minutes - 5 hrs. 15 minutes	.7 of a day absent
5 hrs. 16 minutes - 6 hours	.8 of a day absent
6 hrs. 1 minute - 6 hrs. 45 minutes	.9 of a day absent
6 hrs. 46 minutes - 7 hrs. 30 minutes	1.0 day absent

Employees Working 7.0 hours per day

Time Absent	Time recorded in payroll
0-42 minutes	0.1 of a day absent
43 min. - 1 hr. 24 min.	0.2 of a day absent
1 hr. 25 min. - 2 hrs. 6 min.	0.3 of a day absent
2 hrs. 7 min. - 2 hrs. 48 min.	0.4 of a day absent
2 hrs. 49 min. - 3 hrs. 30 min.	0.5 of a day absent
3 hrs. 31 min. - 4 hrs. 12 min.	0.6 of a day absent
4 hrs. 13 min. - 4 hrs. 54 min.	0.7 of a day absent
4 hrs. 55 min. - 5 hrs. 36 min.	0.8 of a day absent
5 hrs. 37 min. - 6 hrs. 18 min.	0.9 of a day absent
6 hrs. 19 min. - 7 hrs.	1.0 of a day absent

Employees Working 6.5 hours per day

Time Absent	Time recorded in payroll
1-39 minutes	.1 of a day absent
40 minutes - 1 hr. 18 minutes	.2 of a day absent
1 hr. 19 minutes - 1 hr. 57 minutes	.3 of a day absent
1 hr. 58 minutes - 2 hrs. 36 minutes	.4 of a day absent
2 hrs. 37 minutes - 3 hrs. 15 minutes	.5 of a day absent
3 hrs. 16 minutes - 3 hrs. 54 minutes	.6 of a day absent
3 hrs. 55 minutes - 4 hours 33 minutes	.7 of a day absent
4 hours 34 minutes - 5 hours 12 minutes	.8 of a day absent
5 hours 13 minutes - 5 hours 51 minutes	.9 of a day absent
5 hours 52 minutes - 6 hours 30 minutes	1.0 day absent

Employees Working 4.0 hours per day

Time Absent	Time recorded in payroll
1 - 24 minutes	.1 of a day absent
25 minutes - 48 minutes	.2 of a day absent
49 minutes - 1 hr. 12 minutes	.3 of a day absent
1 hr. 13 minutes - 1 hr. 36 minutes	.4 of a day absent
1 hr. 37 minutes - 2 hrs.	.5 of a day absent
2 hrs. 1 minute - 2 hrs. 24 minutes	.6 of a day absent
2 hrs. 25 minutes - 2 hrs. 48 minutes	.7 of a day absent
2 hrs. 49 minutes - 3 hrs. 12 minutes	.8 of a day absent
3 hrs. 13 minutes - 3 hrs. 36 minutes	.9 of a day absent
3 hrs. 37 minutes - 4 hours	1.0 day absent

Unused sick leave shall accumulate to a maximum of 240 days.

Sick leave shall be interpreted to mean personal illness, treatment, diagnostic services, quarantine at home, or serious illness or death in the immediate family (parents, spouse, partners in a legally recognized civil union, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, daughters-in-law, sons-in-law, grandparents-in-law, step parents, step children, legal guardians) or household, or birth, adoption, or placement for adoption. Additionally, sick leave may be used for the death of an

individual with whom the employee had a close personal or familial relationship.

After 3 days absence for personal illness, or as it may be deemed necessary in other cases, the employee may be required to furnish a physician's or a spiritual adviser's or practitioner's certificate of treatment as a basis for pay. See Board Policy 5.330.

- B. Temporary Illness or Temporary Incapacity: Temporary illness or temporary incapacity is an illness or other capacity of ill being which renders an employee physically or mentally unable to perform assigned duties. During such a period, the employee can use accumulated sick leave benefits. However, income received from other sources (worker's compensation, District-paid insurance programs, etc.) will be deducted from the District's compensation to the employee. The Board of Education's intent is that in no case will the employee who is temporarily disabled receive more than 100 percent of gross salary.

Those insurance plans privately purchased by the employee, and to which the District does not contribute, are not applicable to this policy.

After 90 consecutive work days in a school term of illness or incapacity, or exhaustion of sick leave, whichever is greater, such illness or incapacity shall be considered a permanent disability and the Board of Education may begin dismissal proceedings subject to the provisions of The School Code. See Board Policy 5.180.

- C. Child Rearing Leave: Pregnancy related disabilities, such as but not limited to the normal six weeks after delivery, shall be treated as sick leave. Sick leave may not be taken for child rearing purposes even if a child rearing leave immediately follows a pregnancy. Child rearing leave qualifies for benefits under the Family Medical Leave Act, not sick leave.
- D. Family and Medical Leave: Eligible employees may use unpaid family and medical leave, guaranteed by the federal Family and Medical Leave Act, for up to a combined total 12 weeks each year, beginning September 1 and ending August 31 of the next year. Detailed information regarding eligibility and notice requirements for FMLA is available from the District Business Office.

Family and medical leave is available in one or more of the following instances:

1. the birth and first-year care of a son or daughter;
2. the adoption or foster placement of a child;
3. the serious health condition of an employee's spouse, parent, or child and
4. the employee's own serious health condition.

See Board Policy 5.185.

E. Sick Leave Bank:

1. Enrollment and participation in the educational support staff sick leave bank shall be voluntary.
2. The sick leave bank shall consist of the accumulation of contributed sick leave days and any balance of days in the bank on June 30th of each year.
3. All educational support personnel that earn sick leave days are eligible to participate in the sick leave bank.
4. A staff member may elect to join the sick leave bank within 10 days of employment. The sick day will be deducted on the next paystub following document submission to payroll. Once an employee has decided to join the sick leave bank they must participate until the end of their employment with Kaneland.
5. The sick leave bank would be funded as follows:
 - a. Each participant would contribute one sick leave day when they join.
 - b. Any sick days that are lost because of the IMFR sick leave cap will be added to the bank.
 - c. An additional day will be assessed whenever the total number of days in the bank is less than half the number of participating members. No more than two (2) days will be assessed per year. Employees who apply for and are approved for exemption due to extenuating circumstances may be excused from contributing.
6. This plan will be administered by a Sick Leave Bank Governing Committee that consists of the Superintendent or designee, one SPEAK member, and one non-SPEAK member.
7. The committee will grant days from the sick leave bank using the following criteria:

- a. The employee shall have exhausted his/her individual accumulated sick leave. The employee must submit a request for sick leave bank days within 10 business days from the time sick leave has been exhausted.
- b. The use of the sick leave bank may be used for the employee only.
- c. The staff member must have an illness or accident requiring an absence of more than ten (10) consecutive working days.
- d. The sick leave bank is intended to be used by individuals who experience a catastrophic illness or accident. A catastrophic illness or accident is severely incapacitating, of an extended duration, and requires the services of a licensed health care provider. Conditions that are short term in nature, including, but not limited to, common illnesses, injuries, and surgeries will not be considered. However, chronic illnesses or injuries, such as cancer or major surgery that are long term in nature may be considered. Income coming from sources such as workers' compensation will be considered by the committee prior to making a decision. Medical reports will be required as deemed necessary and must be provided to receive a grant from the sick leave bank.
- e. The maximum number of days granted for an illness or accident shall be thirty (30) days. A maximum grant per application will be twenty (20) days.
- f. Members shall not be required to pay back the number of days awarded by the bank.

Section 7-Leave of Absence and Religious Leave

- A. Leave of Absence: The School Board may grant a leave of absence without pay to any employee who has rendered satisfactory service and desires to return to employment in a similar capacity at a time mutually consistent with the District's needs. Each leave of absence shall be of the shortest possible duration required to meet the leave's purpose consistent with reasonable continuity of employee's work. However, leaves of absence provided for under the provisions of the Family Medical Leave Act shall be granted for the twelve-week period as required by law.

The employee shall be given an opportunity to continue insurance coverage in the District's insurance program with approval of the insurance carrier, during a Board-approved leave of absence but shall be required to pay all premiums connected with this coverage. All premiums must be paid one month in advance of the month due.

- B. Time Off for Religious Holidays: Supervisors shall grant an employee's request for time off to observe a religious holiday if the employee gives at least 5 days prior notice and the absence does not cause an undue hardship. Employees may use earned vacation time or personal leave to make up the absence. A per diem deduction may also be requested by the employee. See Board Policy 5.70.

Section 8-General/Miscellaneous Information

- A. Harassment: The School District is committed to a learning and workplace environment in which the dignity and worth of all individuals are respected. It is the policy of the Board of Education that harassment is unacceptable conduct and will not be tolerated. See attached Board Policy 5.20.
- B. Communicable and Chronic Infectious Disease: The Superintendent shall develop and implement procedures for dealing with known or suspected cases of a communicable and chronic infectious disease involving a District employee consistent with State and federal law, rules of the Illinois Department of Public Health, and Board of Education policies. See Board Policy 5.40.
- C. Drug-, Tobacco- and Alcohol-Free Work Place: All District work places are drug- and alcohol-free work places. See Board Policy 5.50.

Smoking or other tobacco use is not permitted on district property or in District vehicles. See Board Policy 8.30.

- D. Reimbursement for Expenses: The Board of Education shall reimburse employees for expenses necessary for the performance of their duties which have been approved by the Superintendent or his/her designee. See Board Policy 5.60. Maintenance employees will be reimbursed for uniform expenses up to \$250 per year and for prescription safety glasses up to \$100 per year. Receipts are required for reimbursement. Cafeteria staff will be reimbursed for clothing uniform and non-skid slip resistant shoe expenses up to \$125 per year. Receipts are required for reimbursements. Receipts are to be given to the Food Service Manager for processing and approval of payment.

Employees will be reimbursed direct costs of formal training in an out-of-district program when said training has received prior approval by the Superintendent or his/her designee. Direct costs will include tuition, books, and transportation to and from class.

ESP employees who use their personal automobile for school business that has been pre-approved by the Superintendent or designee shall be reimbursed at the standard federal mileage rate. Employees are required to complete the Mileage Reimbursement Form found on the District's website and submit the Form to their supervisor on a monthly basis or within two weeks of incurring the expense to receive mileage reimbursement.

Uniforms will be provided for Bus Mechanics in lieu of remuneration or reimbursement.

- E. Court/Jury Duty: The District will pay full salary during the time an employee is on jury duty or, pursuant to a subpoena, serves as a witness or has a deposition taken in any school-related matter pending in court.

The District will deduct the court duty remuneration, less mileage and meal expenses, from the employee's compensation.

An employee should give at least 5 days prior notice of pending jury duty to the District. See Board Policy 5.80.

- F. Ethics: All District employees are expected to maintain high standards in their school relationships, to demonstrate integrity and honesty, to be considerate and cooperative, and to maintain professional relationships with students, parents, staff members and others. Failure to adhere to these standards of ethics will result in disciplinary action up to and including termination of employment.

District employees shall not let their political activities interfere with their job responsibilities. Students shall not be used in any manner to promote a political candidate or issue.

Employees shall not engage in any other employment or in any private business during regular working hours and such other items as are necessary to fulfill appropriate assigned duties.

Employees shall not engage in any work considered to be a conflict of interest. See Board Policy 5.120.

- G. Gifts to Staff Members and Solicitations By or From Staff: Students, parents, and others are discouraged from routinely presenting gifts to District employees. Letters of appreciation to staff members are always welcome. See Board Policy 2.105.

District employees shall not solicit donations or sales, nor shall they be solicited for donations or sales, on school grounds without prior approval from the Superintendent. See Board Policy 5.140.

- H. Personnel Records, Maintenance, and Access: The employees' personnel records shall be maintained in the District's administrative office, under the Superintendent's direct supervision. An employee will be given access to his or her personnel records according to guidelines developed by the Superintendent. See Board Policy 5.150.
- I. Release of Credit Information: Employees who want employment and salary or wage information released by the District must request so in writing, and an administrator must sign the released materials. Information provided by employees to a potential lender shall only be verified by phone. See Board Policy 5.160.
- J. Copyright for Publication or Sale of Instructional Materials and Computer Programs Developed by Employees: An employee who develops materials or programs on District time should apprise themselves of their rights and responsibilities under state law and Board policy. Board Policy 5.170.

Section 9-Handbook Review

Staff members covered by this handbook are urged to submit any suggestions to the Assistant-Superintendent by March 1 each year. The information in this handbook will be reviewed and updated by the Assistant Superintendent on a yearly basis by June 1. The handbook will be approved by the Board of Education by June 30 of each year.

5:20 Workplace Harassment Prohibited

The School District expects the workplace environment to be productive, respectful, and free of unlawful discrimination, including harassment. District employees shall not engage in harassment or abusive conduct on the basis of an individual's actual or perceived race, color, religion, national origin, ancestry, sex, sexual orientation, age, citizenship status, work authorization status, disability, pregnancy, marital status, order of protection status, military status, or unfavorable discharge from military service, nor shall they engage in harassment or abusive conduct on the basis of an individual's other protected status identified in Board policy 5:10, *Equal Employment Opportunity and Minority Recruitment*. Harassment of students, including, but not limited to, sexual harassment, is prohibited by Board policies 2:260, *Uniform Grievance Procedure*; 2:265, *Title IX Sexual Harassment Grievance Procedure*; 7:20, *Harassment of Students Prohibited*; 7:180, *Prevention of and Response to Bullying, Intimidation, and Harassment*; and 7:185, *Teen Dating Violence Prohibited*.

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

Sexual Harassment Prohibited

The District shall provide a workplace environment free of verbal, physical, or other conduct or communications constituting harassment on the basis of sex as defined and otherwise prohibited by State and federal law. The District provides annual sexual harassment prevention training in accordance with State law.

District employees shall not make unwelcome sexual advances or request sexual favors or engage in any unwelcome conduct of a sexual nature when: (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment. Sexual harassment prohibited by this policy includes, but is not limited to, verbal, physical, or other conduct. The terms intimidating, hostile, or offensive include, but are not limited to, conduct that has the effect of humiliation, embarrassment, or discomfort. Sexual harassment will be evaluated in light of all the circumstances.

Making a Report or Complaint

Employees and *nonemployees* (persons who are not otherwise employees and are directly performing services for the District pursuant to a contract with the District, including contractors, and consultants) are encouraged to promptly report information regarding violations of this policy. Individuals may choose to report to a person of the individual's same gender. Every effort should be made to file such reports or complaints as soon as possible, while facts are known and potential witnesses are available.

Aggrieved individuals, if they 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.

Whom to Contact with a Report or Complaint

An employee should report claims of harassment, including making a confidential report, to any of the

following: his/her immediate supervisor, the Building Principal, an administrator, the Nondiscrimination Coordinator, and/or a Complaint Manager.

An employee may also report claims using Board policy 2:260, *Uniform Grievance Procedure*. If a claim is reported using Board policy 2:260, then the Complaint Manager shall process and review the claim according to that policy, in addition to any response required by this policy.

The Superintendent shall insert into this policy the names, office addresses, email addresses, and telephone numbers of the District’s current Nondiscrimination Coordinator and Complaint Managers. The Nondiscrimination Coordinator also serves as the District’s Title IX Coordinator.

Nondiscrimination Coordinator:

Ms. Francine Eggleston,
Dir. Of Special Education
47W326 Keslinger Road
Maple Park, IL 60151
Email: 10137@kaneland.org
630.365.5111 ext.71111

Complaint Managers:

TBD Educational Services K-5.	Dr. James Horne, Educational Services 6-12
47W326 Keslinger Road Maple Park, IL 60151	47W326 Keslinger Road Maple Park, IL 60151
Email:	10221@kaneland.org
630.365.5111 ext 71112	630.365.5111 ext 71130

Investigation Process

Any District employee who receives a report or complaint of harassment must promptly forward the report or complaint to the Nondiscrimination Coordinator or a Complaint Manager. Any employee who fails to promptly forward a report or complaint may be disciplined, up to and including discharge.

Reports and complaints of harassment will be confidential to the greatest extent practicable, subject to the District’s duty to investigate and maintain a workplace environment that is productive, respectful, and free of unlawful discrimination, including harassment.

For any report or complaint alleging sexual harassment that, if true, would implicate Title IX of the Education Amendments of 1972 ([20 U.S.C. §1681 et seq.](#)), the Nondiscrimination Coordinator or designee shall consider whether action under policy 2:265, *Title IX Sexual Harassment Grievance Procedure*, should be initiated.

For any other alleged workplace harassment that does not require action under policy 2:265, *Title IX Sexual Harassment Grievance Procedure*, the Nondiscrimination Coordinator or a Complaint Manager or designee shall consider whether an investigation under policy 2:260, *Uniform Grievance Procedure*, and/or 5:120, *Employee Ethics; Code of Professional Conduct; and Conflict of Interest*, should be initiated, regardless of whether a written report or complaint is filed.

Reports That Involve Alleged Incidents of Sexual Abuse of a Child by School Personnel

An *alleged incident of sexual abuse* is an incident of sexual abuse of a child, as defined in [720 ILCS 5/11-9.1A\(b\)](#), that is alleged to have been perpetrated by school personnel, including a school vendor or volunteer, that occurred: on school grounds during a school activity; or outside of school grounds or not during a school activity.

Any complaint alleging an incident of sexual abuse shall be processed and reviewed according to policy 5:90, *Abused and Neglected Child Reporting*. In addition to reporting the suspected abuse, the complaint shall also be processed under policy 2:265, *Title IX Sexual Harassment Grievance Procedure*, or policy 2:260, *Uniform Grievance Procedure*.

Enforcement

A violation of this policy by an employee may result in discipline, up to and including discharge. A violation of this policy by a third party will be addressed in accordance with the authority of the Board in the context of the relationship of the third party to the District, e.g., vendor, parent, invitee, etc. Any person making a knowingly false accusation regarding harassment will likewise be subject to disciplinary action, which for an employee may be up to and including discharge.

Retaliation Prohibited

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 complaints or providing information about harassment is prohibited (see Board policy 2:260, *Uniform Grievance Procedure*), and depending upon the law governing the complaint, whistleblower protection may be available under the State Officials and Employees Ethics Act ([5 ILCS 430/](#)), the Whistleblower Act ([740 ILCS 174/](#)), and the Ill. Human Rights Act ([775 ILCS 5/](#)).

An employee should report allegations of retaliation to his/her immediate supervisor, the Building Principal, an administrator, the Nondiscrimination Coordinator, and/or a Complaint Manager.

Employees who retaliate against others for reporting or complaining of violations of this policy or for participating in the reporting or complaint process will be subject to disciplinary action, up to and including discharge.

Recourse to State and Federal Fair Employment Practice Agencies

The District encourages all employees who have information regarding violations of this policy to report the information pursuant to this policy. The following government agencies are available to assist employees: the Ill. Dept. of Human Rights and the U.S. Equal Employment Opportunity Commission.

The Superintendent shall also use reasonable measures to inform staff members, applicants, and nonemployees of this policy, which shall include posting on the District website and/or making this policy available in the District's administrative office, and including this policy in the appropriate handbooks.

LEGAL REF.:

[42 U.S.C. §2000e](#) *et seq.*, Title V of the Civil Rights Act of 1964; [29 C.F.R. §1604.11](#).

[20 U.S.C. §1681](#) *et seq.*, Title IX of the Education Amendments of 1972; [34 C.F.R. Part](#)

[106. 5 ILCS 430/70-5](#)(a), State Officials and Employees Ethics Act.

[775 ILCS 5/2-101](#)(E) and (E-1), [5/2-102](#)(A), (A-10), (D-5), [5/2-102](#)(E-5), [5/2-109](#), [5/5-102](#), and [5/5-102.2](#), Ill. Human Rights Act.

[56 Ill. Admin.Code Parts 2500, 2510, 5210](#), and [5220](#).

[Vance v. Ball State Univ.](#), 570 U.S. 421 (2013).

[Crawford v. Metro. Gov't of Nashville & Davidson Cnty.](#), 555 U.S. 271 (2009).

[Jackson v. Birmingham Bd. of Educ.](#), 544 U.S. 167 (2005).

[Oncale v. Sundowner Offshore Servs.](#), 523 U.S. 75 (1998).

[Burlington Indus. v. Ellerth](#), 524 U.S. 742 (1998).

[Faragher v. City of Boca Raton](#), 524 U.S. 775 (1998).

[Harris v. Forklift Systems](#), 510 U.S. 17 (1993).

[Franklin v. Gwinnett Co. Public Schools](#), 503 U.S. 60 (1992).

[Meritor Savings Bank v. Vinson](#), 477 U.S. 57 (1986).

Porter v. Erie Foods Int, Inc., 576 F.3d 629 (7th Cir.

2009). *Williams v. Waste Mgmt.*, 361 F.3d 1021 (7th

Cir. 2004). *Berry v. Delta Airlines*, 260 F.3d 803 (7th

Cir. 2001).

Sangamon Cnty. Sheriff's Dept. v. Ill. Human Rights Com'n, 233 Ill.2d 125 (Ill. 2009).

CROSS REF.: 2:260 (Uniform Grievance Procedure), 2:265 (Title IX Sexual Harassment Grievance Procedure), 4:60 (Purchases and Contracts), 5:10 (Equal Employment Opportunity and Minority Recruitment), 5:90 (Abused and Neglected Child Reporting), 5:120 (Employee Ethics; Code of Professional Conduct; and Conflict of Interest), 7:20 (Harassment of Students Prohibited), 8:30 (Visitors to and Conduct on School Property)

Adopted: December 12, 2022

Kaneland Community Unit School District 302
