

# **BIG HOLLOW SCHOOL DISTRICT 38**

## **EDUCATION SUPPORT PERSONNEL HANDBOOK**

**May, 2019**

# **INTRODUCTION**

## **GENERAL COMMENTS**

The purpose of this handbook is to assist and support Education Support Personnel (ESP) employees in understanding the benefits and obligations of employment here in District #38. The District has compiled this ESP Handbook with the approval of the Board of Education. The Handbook's purpose is to present information, policy, and administrative procedures deemed necessary for the effective operation of Big Hollow School District #38. The provisions in this Handbook apply to all ESP employees in the District (i.e., all employees whose positions do not require Illinois certification), except as they may be modified by an individual employment contract. It is expected that present and new ESP employees will become familiar with the contents of this Handbook, as well as all other District rules and expectations, and conduct themselves accordingly.

This 2019 revision of the ESP Handbook supersedes all previously issued Handbooks. The information contained in this Handbook will regulate Educational Support Personnel procedures for the 2019-2020 school year and future years until it is revised. However, the District reserves the right to change, modify, and/or delete unilaterally any information or provision contained in this Handbook at any time. The District may also alter or rescind any policy or practice, or adopt new policies or practices, at any time, with or without notice. In an emergency, or when otherwise deemed necessary to address an area not currently covered by the Handbook, additional information will be provided to ESP members on a supplementary basis regarding changes or new rules and regulations which must be initiated by the District. An ESP employee's decision to continue employment with the District following publication of this updated Handbook or any future revisions shall be deemed to constitute the employee's agreement with all such changes.

The contents of this ESP Handbook do not create an express or implied contract of employment. Because ESP staff members are generally employed on an at-will basis in District #38 by policy of the Board of Education, unless they are hired under an individual employment contract, this Handbook is not intended to alter this at-will relationship. Further, no supervisor or other administrator has any authority to alter or modify, either orally or in writing, any ESP employee's at-will status.

This Handbook should be kept on file and referred to when the need arises. It will also serve as a reference and guide to administrative action that will be taken in the event of a conflict with an employee or among employees. The Superintendent or designee will serve as the administrator for the ESP Handbook. Although the District encourages any problems resulting from an interpretation of the Handbook to be resolved as close to the conflict as possible, issues which are not resolved may be referred to the Superintendent. The Superintendent will be responsible for investigating and providing a decision.

## **DISTRICT #38 PHILOSOPHY**

### **MISSION STATEMENT**

Inspiring a diverse school community to be passionate and empathetic learners.

### **Vision**

Big Hollow School District #38 will be a model of student achievement for elementary school districts in the State of Illinois.

# **CONDITIONS OF EMPLOYMENT**

## **Employment At-Will**

Unless otherwise specifically provided, District employment is at-will, meaning that employment may be terminated by the District or employee at any time for any reason, other than a reason prohibited by law, or no reason at all. Nothing in the Board of Education policy is intended or should be construed as altering the employment at-will relationship.

Exceptions to employment at-will may include employees who are employed annually, have an employment contract, or are otherwise granted a legitimate interest in continued employment. The Superintendent is authorized to make exceptions to employing non-licensed employees at-will but shall maintain a record of positions or employees who are not at-will.

## **Assignment**

The Superintendent is authorized to make assignments and transfers of educational support personnel.

All support staff: (1) must meet qualifications specified in job descriptions, (2) must be able to perform the essential tasks listed and/or assigned, and (3) are subject to Board policies as they may be changed from time-to-time at the Board's sole discretion.

## **Paraprofessionals**

Paraprofessionals provide supervised instructional support. Service as a paraprofessional requires an educator license with stipulations endorsed for a paraprofessional educator unless a specific exemption is authorized by the Illinois State Board of Education (ISBE).

Individuals with only non-instructional duties (e.g., providing technical support for computers, providing personal care services, or performing clerical duties) are not paraprofessionals, and the requirements in this section do not apply. In addition, individuals completing their clinical experiences and/or student teaching do not need to comply with this section, provided their service otherwise complies with ISBE rules.

## **Bus Drivers**

All school bus drivers must have a valid school bus driver permit. The District will cover the expense of obtaining and retaining an Illinois bus driver permit, refresher course fees, and fees associated with mandatory health physicals relating to obtaining a bus driver's license. The Superintendent or designee shall inform the Illinois Secretary of State, within 30 days of being informed by a school bus driver, that the bus driver permit holder has been called to active duty. New bus drivers and bus drivers who are returning from a lapse in their employment are subject to the requirements contained in Board policy 5:30.

### **Drug and Alcohol Testing for School Bus and Commercial Vehicle 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. The Superintendent or designee will manage a program to implement Federal and State law defining the circumstances and procedures for the testing. All costs incurred for drug and alcohol testing will be covered by the District.

### **Resignation and Retirement**

An employee is requested to provide 2 weeks' notice of a resignation. A resignation notice cannot be revoked once given. An employee planning to retire should notify his or her supervisor at least 2 months before the retirement date.

### **Non-RIF Dismissal**

The District may terminate an at-will employee at any time for any reason, subject to State and Federal law.

Employees who are employed annually or have a contract, or who otherwise have a legitimate expectation of continued employment, may be dismissed: (1) at the end of the school year or at the end of their respective contract after being provided appropriate notice and after compliance with any applicable contractual provisions, or (2) mid-year or mid-contract provided appropriate due process procedures are provided.

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

### **Reduction in Force and Recall**

The Board may, as necessary or prudent, decide 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, dismiss or reduce the hours of one or more educational support employees. When making decisions concerning reduction in force and recall, the Board will follow Sections 10-22.34c (outsourcing non-instructional services) and 10-23.5 (procedures) of the School Code, to the extent they are applicable and not superseded by legislation or an applicable collective bargaining agreement.

### **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 next regular pay date following the last day of employment.

### **Suspension**

Except as provided below, 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. A disciplinary suspension shall be with pay: (1) when the employee is exempt from the overtime provisions, or (2) until an employee with an employment contract for a definite term is provided a notice and hearing according to the suspension policy for professional employees.

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. The Superintendent will notify the employee of this requirement when the employee is suspended.

### **Schedules and Employment Year**

The Superintendent shall supervise a process for setting work schedules and an employment year for educational support employees in accordance with State and Federal law, Board policy, and applicable agreements and shall:

1. Assign each employee one supervisor who will establish a work schedule, including breaks, as required by building or District needs, work load, and the efficient management of human resources;
2. Allow for the ability to respond to changing circumstances by altering work schedules as needed; and
3. Consider the well-being of the employee. The Superintendent's approval is required to establish a flexible work schedule or job-sharing.

### **Workday**

The hours of work shall be listed on each "job description". The normal workweek shall consist of five (5) consecutive workdays, Monday through Friday. An ESP's workweek shall be on a regular basis unless adjusted for emergency situations or for the benefit of the school district.

A full-time employee is a permanent employee, who works 30 or more hours per week. A part-time employee is a permanent employee who works less than 30 hours per week.

Work schedules shall be included as a part of the detail of the "job description". Work schedules may be changed from time to time as seasons and conditions demand. Any permanent change shall require two (2) calendar weeks' notice to the employee involved.

An employee who works at least 7.5 continuous hours shall receive a 30-minute duty-free meal break that begins within the first 5 hours of the employee's workday. The District accommodates employees who are nursing mothers according to State and Federal law.

No overtime shall be allowed or incurred without the approval, in advance, by the Superintendent or Principal. Exceptions may be made in the case of emergencies. There is no guarantee of overtime work for any employee. Sunday shall be the beginning of each workweek for the purpose of calculating overtime. All work over and above forty (40) hours per week shall be compensated at the rate of one and one-half (1½) times the regular hourly rate of pay. Holiday/Leave hours do not count towards the 40-hour workweek.

Overtime hours can be taken as compensatory time (one and one-half (1½) hours per hour), instead of paid time.

Any employee covered by this agreement that is called by the Principal or Superintendent to return to work outside his/her regularly scheduled shift shall be paid beginning from their home and ending at the completion of the job on the school premise, with a minimum of two (2) hours. If the work that necessitated the call back is completed before the minimum two (2) hours, the employee may leave the premises, but will still be paid the minimum two (2) hours. All work under this provision must be approved in advance by the Principal or Superintendent.

### **School Closing for Severe Weather**

When school is closed for severe weather, disaster, etc., all personnel will be notified via the emergency notification call system.

- A. All 12-month staff shall report to work as usual, if road conditions allow. Employees not reporting to work will not be paid, unless arrangements are approved by the immediate supervisor for making up the time. Snow days will be made up at the end of the school year. Make-up time for twelve (12) month employees will be arranged between the supervisor and employee.

On days when school is dismissed early due to severe weather, disaster, etc., employees will be dismissed no later than one half (1/2) hour after students are dismissed without loss of pay, providing students are not left unattended. The administration will establish a personnel chain of command to be utilized in a severe weather/emergency situation.

### **Evaluation**

The Superintendent is responsible for designing and implementing a program for evaluating the job performance of each educational support staff member according to standards contained in Board policies as well as in compliance with State law and any applicable collective bargaining agreement. The standards for the evaluation program shall include, but not be limited to:

1. Each employee shall be evaluated annually, preferably before the annual salary review.
2. The direct supervisor shall provide input.
3. The employee's work quality, promptness, attendance, reliability, conduct, judgment, and cooperation shall be considered.
4. The employee shall receive a copy of the annual evaluation.
5. All evaluations shall comply with State and Federal law and any applicable collective bargaining agreement.

# **COMPENSATION AND FRINGE BENEFITS**

## **Compensation**

The Board of Education will determine salary and wages for educational support personnel. Increments are dependent on evidence of continuing satisfactory performance. An employee covered by the overtime provisions in State or Federal law, shall not work overtime without the prior authorization from the employee's immediate supervisor. Educational support personnel are paid twice a month. Appendix A in this handbook outlines starting salaries for education support personnel.

## **Payroll**

Pay day shall be on the 10<sup>th</sup> and 25<sup>th</sup> of each month. If a pay day falls on a legal holiday or weekend, the pay date will be the last workday before the noted pay day. All permanent employees are required to provide direct deposit information to the Big Hollow District #38 business office.

Support staff will have the option to receive paychecks over 10 months (20 paychecks) or 12 months (24 paychecks). If you choose to have your paychecks spread over 24 pay periods, you will continue to be paid over the summer months which will result in smaller paychecks.

If you select 20 paychecks, then your last check of the school year will be on June 25<sup>th</sup> each year. For those who elect to take Medical, Dental, Vision and/or Voluntary Life Insurance, the cost will be pro-rated over the 20 pay periods.

**This option is not available to Food Service, Lunch Monitor or Transportation staff that work less than 12 months due to the possible variance in hours worked each pay period.**

## **Salary Adjustments**

Experience will be based upon the job application completed by the person when applying for a permanent job/position. In-district and out-of-district experience are defined as completed years of experience in a similar job/position as follows:

SALARY RATES	DEFINITION OF COMPLETED EXPERIENCE
No Experience	0 through 12 months completed
One Year Experience	Over 12 months completed
Two Years' Experience	Over 24 months completed
Three Years' Experience	Over 36 months completed

New employees will be placed at the beginning salary rates as found under Appendix A of this employee handbook.

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) for 12 month employees. If this process is not completed by July 1, compensation adjustments will be retroactive to July 1 of the current year. New wages for 9 and 10 month employees will begin on the September 10<sup>th</sup> payroll.



Wage increases are dependent on evidence of an employee's continuing satisfactory performance. If an employee receives a "Needs Improvement" rating on the summative evaluation, the employee will receive a pay freeze for the following year.

Employees must hold their position for more than 50% of the fiscal year to be eligible for a raise the next fiscal year.

### **Longevity Bonus**

Employees will be eligible for a longevity bonus upon reaching the following milestones of service in Big Hollow:

Years of Completed Service	Longevity Bonus	
5 years	3%	Applied to wage at the beginning of the 6 <sup>th</sup> year
10 years	3%	Applied to wage at the beginning of the 11 <sup>th</sup> year
15 years	3%	Applied to wage at the beginning of the 16 <sup>th</sup> year
20 years	3%	Applied to wage at the beginning of the 21 <sup>st</sup> year

The years of experience must be continuous employment in Big Hollow School District without interruption. Part-time employees are eligible for longevity bonus. However, for employees who move from part-time to full-time, their part-time experience cannot be utilized towards a full-time longevity bonus.

The longevity bonus is given in addition to the standard salary increase at the beginning of the 6<sup>th</sup>, 11<sup>th</sup>, 16<sup>th</sup> and 21<sup>st</sup> year of continuous employment with Big Hollow School District without interruption.

If an employee receives a "Needs Improvement" rating on the summative evaluation the year they have earned a longevity bonus, the longevity bonus will still be given.

### **Time Sheets**

Employee time sheets are in the main office of the building to which each employee reports. The employee must sign in at the start of the day and sign out at the end of his/her scheduled workday. Any variance in hours beyond the scheduled workday must be approved by the building Administrator.

(Example: If your scheduled workday hours are 7:00 a.m. - 3:30 p.m., and you arrive at 6:50 a.m., you would sign in with your official start time of 7:00 a.m.)

Time sheets shall be signed by the employee and immediate supervisor.

## **Holidays**

Unless the District has a waiver or modification of the School Code pursuant to Section 2-3.25g or 24-2(b) allowing it to schedule school on a holiday listed below, District employees will not be required to work on:

- New Year's Day
- Martin Luther King Jr.'s Birthday
- President's Day
- Casimir Pulaski Day (may be used as an attendance date in the event of a prior used emergency day)
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day (if observed)
- Thanksgiving Day
- Christmas Day

Twelve (12) month employees are allotted three (3) additional days:

- Day before or after New Year's Day
- Day after Thanksgiving
- Day before or after Christmas

Permanent employees working at least 600 hours per year, will be paid the holidays listed above respectively, based on regular hours worked, providing that said holidays fall during the normal workweek and occur during the employees' assigned or contracted work year with the District.

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.

A holiday will not cause a deduction from an employee's time or compensation. The District may require educational support personnel to work on a school holiday during an emergency or for the continued operation and maintenance of facilities or property.

## **Vacation**

Twelve-month employees shall be eligible for paid vacation days according to the following schedule:

<u>Length of Employment</u>		<u>Monthly Accumulation</u>	<u>Maximum Vacation Leave Earned Per Year</u>
<u>From:</u>	<u>To:</u>		
Beginning of year 1	End of year 9	0.83 Days	10 Days per year
Beginning of year 10	End of year 19	1.25 Days	15 Days per year
Beginning of year 20	End of employment	1.67 Days	20 Days per year

Part-time (12-month) employees who work at least half-time are entitled to vacation days on the same basis as full-time employees, but the pay will be based on the employee's average number of part-time hours per week during the last vacation accrual year. The Superintendent will determine the procedure for requesting vacation.

Vacation days earned in one fiscal year must be used by the end of the following fiscal year. If the vacation days are not used, they will be lost. Employees resigning or whose employment is terminated are entitled to the monetary equivalent of all earned vacation.

Requests for vacations shall be submitted through Skyward Employee Access at least five (5) workdays prior to the requested vacation days and must be approved by the immediate supervisor. Every effort shall be made to meet the desires of the employees and the needs of the school system in establishing vacation dates. Records of available vacation days will be updated through Employee Access in Skyward.

## **Perfect Attendance**

All permanent employees who work more than 600 hours per year and who do not use a sick or personal leave day during the school year, shall receive two hundred and fifty dollars (\$250.00). If an employee works two different positions within the school district (ex: food service and bus driver), perfect attendance must be obtained in both positions in order to collect the perfect attendance incentive.

## **Health Insurance**

Permanent Educational Support Personnel whose regular job description requires 30 or more hours per week within a twelve (12) month period will be eligible for medical insurance (health/dental/vision) coverage as offered in a group plan.

The Board will pay 75% of the single health care premium on the least expensive plan that is offered by the District, with the remaining premium payments to be made by any employee who participates in the offered coverage. If the employee contribution does not meet Affordable Care Act guidelines, adjustments will be made for compliance with the law. Family insurance coverage will be available to the employee at his/her own expense. Employee payment for any elected insurance plan coverage will be remitted to the District by a payroll deduction process. For those who elect to be paid over 20 pay periods, the cost of Medical, Dental, Vision and/or Voluntary Life Insurance, will be pro-rated over the 20 paychecks.

Part-time ESP employees, working at least 600 hours per year, will be eligible to pay insurance premiums on a pro-rata basis (based on a full-time 30-hour workweek). For example, for an employee who works 20 hours per week, the Board will pay 2/3 of the Board paid portion of the premium.

### **Term Life Insurance**

The Board shall provide each ESP employee who works more than 600 hours per year with a term life insurance policy in an amount not to exceed thirty-five thousand dollars (\$35,000). Each employee may elect to purchase additional life insurance coverage at the group rate provided the insurance carrier approves of such action.

### **Illinois Municipal Retirement Fund (IMRF) & Social Security/Medicare Rates**

An employee must be employed in a position normally requiring performance of duty for 600 hours or more per calendar year in order to be eligible to participate in IMRF. If an employee is an IMRF retiree and is working at Big Hollow, then their hours are counted according to their anniversary (or hire) date and not the calendar year.

Contributions to IMRF are by the employer and employee as a percentage of monthly earnings.

- A. Employee Contributions: The current employee contribution rate is 4.50% of all earnings. The postponement of federal income tax is achieved by designating the 4.50% employee paid contribution as "employer paid" for the purpose of the Internal Revenue Code Section, 414 (h). However, the 4.50% is deducted from all earnings of the employee's payroll check. In addition, the employee pays a Social Security and Medicare rate as required by law.
- B. Employer Contributions: The employer contribution rate is calculated separately for each employee every year. In addition, the employer pays a Social Security and Medicare rate as required by law.

### **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.

# **LEAVES**

## **Sick Leave**

Full or part-time educational support personnel who work at least 600 hours per year will accrue 1 paid sick leave day per month of employment each year (ex. 12 month employees receive 12 sick days). Unused sick leave shall accumulate to a maximum of 180 days, including the leave of the current year.

Sick leave is defined in State law as personal illness, quarantine at home, serious illness or death in the immediate family or household; or birth, adoption, or placement for adoption. The Superintendent or designee shall monitor the use of sick leave.

As a condition for paying sick leave after 3 days absence for personal illness or 30 days for birth or as the Board or Superintendent deem necessary in other cases, the Board or Superintendent may require that the staff member provide a certificate from: (1) a physician licensed in Illinois to practice medicine and surgery in all its branches, (2) a chiropractic physician licensed under the Medical Practice Act, (3) an advanced practice registered nurse who has a written collaborative agreement with a collaborating physician that authorizes the advanced practice registered nurse to perform health examinations, (4) a physician assistant who has been delegated the authority to perform health examinations by his or her supervising physician, or (5) if the treatment is by prayer or spiritual means, a spiritual adviser or practitioner of the employee's faith. If the Board or Superintendent requires a certificate during a leave of less than 3 days for personal illness, the District shall pay the expenses incurred by the employee.

The use of paid sick leave for adoption or placement for adoption is limited to 30 days. The Superintendent may require that the employee provide evidence that the formal adoption process is underway.

All absences in excess of the allotted sick leave shall be charged against earned vacation, if applicable, or shall be unpaid days.

Excessive absences without medical justification authorized by a licensed physician may be grounds for termination.

When an employee leaves the District, sick leave will be turned over to the IMRF retirement system to count towards years of service. There is no reimbursement for unused sick-days upon leaving the District.

## **Personal Leave**

Full-time educational support personnel have 2 paid personal leave days per year. 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 at least 2 days before the requested date.
2. No personal leave day 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 training days.
6. Personal leave may not be used when the employee's absence would create an undue hardship.

### **Bereavement Leave**

In the event of the death of a member of the employee's immediate family, they shall be entitled to up to three (3) days bereavement leave for each such death without deduction from accumulated sick leave. Immediate family includes: parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians.

### **Other Leaves**

Educational support personnel receive the following leaves on the same terms and conditions granted professional personnel in Board policy 5:250, *Leaves of Absence*.

## **General Personnel Information**

For general personnel information pertaining to all employees of Big Hollow District #38, please refer to the Board Policies listed below which can be found at the following website:

<http://www.bighollow.us/school-board-policy-manual-documents.html>

Policy 5:10	Equal Employment Opportunity and Minority Recruitment
Policy 5:20	Workplace Harassment Prohibited
Policy 5:30	Hiring Process and Criteria
Policy 5:35	Compliance with the Fair Labor Standards Act
Policy 5:40	Communicable and Chronic Infectious Disease
Policy 5:50	Drug- and Alcohol-Free Workplace; Tobacco Prohibition
Policy 5:60	Expenses
Policy 5:70	Religious Holidays
Policy 5:80	Court Duty
Policy 5:90	Abused and Neglected Child Reporting
Policy 5:100	Staff Development Program
Policy 5:110	Recognition for Service
Policy 5:120	Ethics and Conduct
Policy 5:125	Personal Technology and Social Media: Usage and Conduct
Policy 5:130	Responsibilities Concerning Internal Information
Policy 5:140	Solicitations By or From Staff
Policy 5:150	Personnel Records
Policy 5:170	Copyright
Policy 5:180	Temporary Illness or Temporary Incapacity
Policy 5:185	Family and Medical Leave

## **APPENDIX A**

Below is a listing of minimum starting salaries for new employees for the 2019-2020 school year. If an employee comes to BHSD 38 with experience, consideration can be given for a higher starting wage. No new employee will be paid at an hourly wage that exceeds that of a current employee in a similar position with like or greater experience.

<b>Position</b>	<b>Starting Hourly Wage</b>
<b>Instructional</b>	
Paraprofessionals (Title I)	\$14.82
Paraprofessionals	\$13.52
Library Aide	\$13.52
<b>Administrative Professionals</b>	
Building Secretary	\$13.73
Business Office Assistant	\$16.12
<b>Transportation</b>	
Bus Driver	\$19.24
Van Driver	\$16.12
Bus Monitor	\$11.44
<b>Building and Grounds</b>	
Head Custodian/Maintenance	\$18.72
Custodian	\$16.12
<b>Food Service</b>	
Food Service Worker	\$13.52
Lunch Room/Recess Monitor	\$11.44
<b>Health</b>	
School Nurse (Certified SPED and Hearing/Vision)	\$23.92
School Nurse	\$20.80
Nurse Assistant	\$13.00