# OFFICE & TECHNICAL EMPLOYEE HANDBOOK

# BLOOMINGTON PUBLIC SCHOOLS, SCHOOL DISTRICT 87 BLOOMINGTON, ILLINOIS

# **OFFICE and TECHNICAL EMPLOYEE HANDBOOK**

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# Bloomington Public Schools, School District 87 Bloomington, Illinois

### 1) INTRODUCTION

This Handbook is designed to provide basic information about your employment with School District 87 and it is not intended, nor shall it be construed as creating an employment contract. Employment with the School District is at-will, meaning that employment may be terminated by the School District or Employee at any time, without restriction. Nothing in School Board policy or this Handbook is intended or should be construed as altering the at-will employment relationship. This Handbook is being provided for informational purposes only and the School District is not bound by its terms. The Handbook will answer many of the questions Office and Technical Employees may have about policies, procedures, and benefits provided by the School District. If you have other questions regarding your employment, please contact your immediate supervisor or the Office of Personnel Services.

### 2) TYPES OF EMPLOYEES

- a) Office and Technical Employees are classified as follows:
  - 1. Twelve-Month Employees
    - a) Employees hired to work the normal work year of twelve months, July 1 through June 30 and the normal scheduled workday of seven and one-half (7½) hours per day or thirty-seven (37½) hours per normal workweek. Such Employees shall receive all fringe benefits herein defined. Part-time Twelve-Month Employees will receive prorated benefits.
  - 2. School-Year Employees
    - a) Employees hired in positions that normally require service for specific periods of time such as the student term. Such Employees shall receive fringe benefits herein defined, but are not entitled to paid vacations.
  - 3. Temporary Employees
    - a) Employees hired by the hour to work a specified number of hours per day for a short period of time or for an indefinite period. Such Employees are not eligible for any fringe benefits as herein defined.
- b) Whenever the singular is used, it shall include the plural. Whenever a feminine term is used, it shall include the masculine.

### 3) HOURS of WORK

### a) Normal Workday

The normal workday is seven and one-half ( $7\frac{1}{2}$ ) consecutive hours with the exception of an unpaid lunch period. The School District shall establish the working hours of each Employee as required by the employee's respective workloads, and as required for the efficient management of the School District's personnel; however, the normal workday shall be from 8 a.m. to 4:30 p.m. The supervisors shall establish the workday for Employees who work less than seven and one-half ( $7\frac{1}{2}$ ) hours.

### b) Normal Workweek

The workweek shall run from 12:01 a.m. Sunday through Midnight Saturday, unless otherwise noted in a job description. The Normal workweek shall consist of 37.5 hours, 7.5 hours per day, Monday-Friday. An Employee's particular schedule will depend on the department or area to which she is assigned and to the particular job within that area.

### c) Absences

If an Employee will be absent from work, she shall notify the supervisor or other person designated to receive such notice of an absence, at least one hour prior to the scheduled starting time, stating the nature of the absence, time expected to be away from work, and when she expects to return to work. Failure to notify a supervisor of an absence may be cause for termination.

### d) Overtime

Overtime is not regularly required. However, if School District needs require it, Employees may be requested to work overtime. All overtime shall have the prior approval of the Employee's immediate supervisor. Overtime shall be in accordance with the following:

### 1. Straight Time Beyond Regular Hours

Authorized time worked between the Employee's regularly scheduled hours of work and forty (40) hours per workweek, Sunday through Saturday. The Employee shall be compensated at the regular hourly pay rate or as compensatory time of one (1) hour off for each straight-time hour worked as provided by item v).

### Time and One-half Overtime

Authorized time worked by an Employee in excess of forty (40) hours per week, Sunday through Saturday. The Employee shall be compensated at either one and one-half ( $1\frac{1}{2}$ ) times the regular hourly pay rate or as compensatory time off at the rate of one and one-half ( $1\frac{1}{2}$ ) hours off for each overtime hour worked as provided by item v).

### 3. Call Back Overtime

An Employee called back to work after completing the scheduled workday or normal workweek and leaving the building shall be compensated, at either one and one-half (1½) times the regular hourly pay rate or as compensatory time off at the rate of one and one-half (1½) hours off for each overtime hour worked as provided by item 6.

### 4. Compensatory Overtime

Overtime, compensated at either straight time or time and one-half the Employee's regular hourly pay rate, shall be recorded and submitted to the Payroll Office on the "EMPLOYEE TIME SHEET" (yellow paper) at the end of the pay period.

### 5. Compensatory Overtime - Time Off

Overtime taken as compensatory time off shall be recorded to the nearest quarter-hour unit on the "OFFICE and TECHNICAL PERSONNEL COMPENSATORY TIME SHEET" (pink paper). If agreed by the Employee before the performance of the work, the supervisor may allow compensatory time off with pay in lieu of payment of overtime. The supervisor may prepare memoranda of agreements with Employees regarding compensation in lieu of overtime, but no Employee shall be required to accept compensatory time. Compensatory time off shall be at the discretion of the Employee's supervisor and as provided by item i).

e) Whenever a paid holiday or excused paid absence occurs within the normal workweek, such holiday or paid absence shall be considered as hours worked for the purpose of computing overtime. Compensatory straight-time overtime at one hour off for each straight-time hour worked may be accumulated from one pay period to another but must be taken off during the school year in which the hours were worked. Compensatory time at one and one-half (1½) hours for each hour worked, not to exceed twenty-six (26) hours of overtime worked or an accrual of forty (40) hours of compensatory time off, may be accumulated from one pay period to another, but must be taken off during the school year in which the hours were worked. After reaching the forty-(40) hours of compensatory time off, the Employee shall receive cash payments for all additional overtime worked. A record of earned and taken compensatory time off shall be submitted monthly to the Personnel Coordinator, with a copy retained by the Employee's supervisor. Compensatory time not taken within the year in which it is earned shall be paid as overtime pay.

### 4) TYPE of EMPLOYMENT

a) The term of employment for Twelve-Month and School-Year Employees shall be as follows:

POSITION of EMPLOYMENT	TYPE of EMPLOYEE	DAYS PAID	SCHEDULED WORKDAYS
9 Months	School-Year	200	Days schools are normally in session plus all institute days – work 181 days out of 200 days paid. Compensation is normally paid semi-monthly beginning September 13 through August 28.
9½ Months	School-Year	210	Days schools are normally in session plus all institute days, 5 days before the first day of the school term, and 5 days after the last day of the school term – work 191 days out of 210 days paid. Compensation is normally paid semi-monthly beginning August 13 through July 28.
9¾ Months	School-Year	215	Days schools are normally in session plus all institute days, 10 days before the first day of the school term, and 5 days after the last day of the school term – work 196 days out of 215 days paid. Compensation is normally paid semi-monthly beginning August 13 through July 28.
10 Months	School-Year	220	Days schools are normally in session plus all institute days, 10 days before the first day of the school term, and 10 days after the last day of the school term – work 201 days out of 220 paid. Compensation is normally paid semi-monthly beginning August 13 through July 28.
12 Months	Twelve- Months	260	Days schools are normally in session plus all institute days; 5 emergency days, unless excused by the Superintendent on a day-to-day basis; and Monday through Friday during summer months – work 247 days, less applicable vacation days, out of 260 days paid. Compensation is paid semi-monthly beginning July 13 through June 28.

5) PAY GRADES/JOB TITLES \*a) Twelve-Month and School-Year Employees

Pay Grade	Job Title
Pay Grade 1	Office Assistant I
1 dy Clade 1	Chiec Addictant 1
Day Crada 2	Office Assistant II
Pay Grade 2	Office Assistant II
Pay Grada 2	Attendance Specialist I
Pay Grade 3	Attendance Specialist I Office Assistant III
	Media Center Assistant
	Secretary I
Pay Grade 4	Office Assistant IV
l ay Glade 4	Secretary II
	Vocational Education Specialist I
	Vocational Education Specialist i
Pay Grade 5	
1 dy Grade 3	Attendance Specialist II
	Computer Specialist I
	Office Assistant V
	Secretary III
	Student Affairs Secretary I
	Ctadent / mand decretary i
Pay Grade 6	
_ : ay c.aac c	Media Technician
	Office Assistant VI
	Payroll Assistant
	Personnel Assistant
	Registrar
	Secretary IV
	Student Affairs Secretary II
	Vocational Education Specialist II
	Vocational Education opposition in
Pay Grade 7	Account Technician I
. ay chado i	Computer Specialist II
	Secretary V
	Student Affairs Specialist I
	,
Pay Grade 8	Account Technician II
	Accounts Payable Specialist
	Administrative Assistant I
	School Administrative Secretary
	Student Affairs Specialist II
	1
Pay Grade 9	Administrative Assistant II
	Computer Specialist III
Pay Grade 10	Administrative Assistant III
Pay Grade 11	Administrative Assistant IV
,	Benefits Coordinator
Title	1

<sup>\*</sup>Pay Grades and Job Titles are subject to change as determined and approved by the OTE Job Review Committee.

### b) New Employees

Normally, a new Employee begins employment with a compensation at or close to the minimum of the employee's established pay grade. However, if education and/or experience clearly exceed the established and published minimum qualifications for the position, the new Employee may receive a starting compensation at a higher level as determined by the Superintendent or designee.

- a) Former Employees, including individuals who were employed in a different capacity in School District 87, offered appointment in an Office and Technical position, shall receive compensation based upon the education and experience required for employment within the pay grade in which they are being appointed, giving appropriate consideration to market place equity.
- b) Tuberculosis (TB) testing is required for all new Employees. Physical or mental examinations may be required, at Employer expense, in cases in which the Employer reasonably believes the Employee may be suffering from an impairment which is hindering the Employee's performance of work.

### c) Transfers and Reassignments

Employees who transfer (a transfer shall constitute a change in assignment from one work location to another work location) from a position having the same pay grade as the position to which they are being transferred, shall be transferred without a change in compensation. The Superintendent or designee, following the submission of a detailed written justification for such action, must approve a transfer with a change in compensation. A three-month performance review shall be conducted for transferring Employees. Following performance review, the employer may determine to transfer the employee to a prior position, another position, or terminate the employment.

### d) Promotions

A promotion shall be defined as acceptance of a position assigned to a pay grade higher than the position in which the Employee has been employed in the School District. In such cases, the Employee's compensation shall be adjusted to the minimum of the new pay grade or a five percent (5%) compensation adjustment, whichever shall give the Employee the higher compensation provided she does not exceed the maximum for the pay grade. For promotions of two or more pay grades, the Employee will receive 8% increase or the minimum of the new range, whichever is greater, provided she does not exceed the maximum. The Superintendent or designee will determine the promotional percentage. Promotional percentages will be effective to the date of the promotion. A three-month performance review shall be conducted for promoted Employees.

- a) Employees temporarily assigned to a position in a higher pay grade shall receive a minimum of \$1.00 per hour to a maximum of up to and including the minimum of the higher pay grade. The higher rate of pay shall not exceed the time for which the temporary assignment is made and work is performed.
- b) The Superintendent or designee may make exceptions. Exceptions shall be made only when the Employee has job-related experience or education that far exceeds the minimum qualifications specified for the position to which the Employee has been promoted.

### e) Administrative Increment

Occasionally, special duties may be assigned to Employees for whom additional compensation is warranted. An example of this would be the assumption of a supervisor's responsibilities and grants of authority during the extended absence of the supervisor.

- a) Administrative increments normally shall not exceed two hundred dollars (\$200.00) per month for the period of time the additional duties and responsibilities are assigned and assumed. The Employee's Supervisor may make a request for an administrative increment and shall present this to the Superintendent or designee for approval.
- b) In calculating compensation increases for Employees who have received an administrative increment, the compensation increase will be calculated on the base wage only.

### f) Professional Development Program.

The district offers Office and Technical Employees professional development opportunities. OTE may attend professional development conferences at employer expense through supervisor pre-approval. Additional hourly pay may be earned with the successful completion of various Skills Assessment Manager (SAM) courses or National Association of Educational Professional's (NAEOP) Professional Standards Program (PSP). Compensation changes will take effect quarterly (July, October, January, April). The district may approve a limited number of college and/or adult education courses from Heartland Community College for tuition reimbursement each semester. For detailed information concerning these programs, please contact the Human Resources Department.

### g) Re-grade and Re-title Positions

Occasionally, it may be appropriate to re-grade or re-title a position. The re-titling of a position shall not in itself be justification for a compensation adjustment. Compensation adjustment shall be based upon revised duties and responsibilities that warrant revision in the minimum education and/or experience standards for the position, and therefore justifies the re-grading or reassignment of the position to a higher pay grade. Re-grading positions will be determined by a committee of administrators based upon a written request from the Employee's supervising administrator. Re-grading will be considered only after the Employee has been performing the duties for a minimum of two (2) months. The committee will meet on or about October 15 and April 15 of each school

year. Reassignment to a higher pay grade shall be based upon an analysis and comparative review of the education and experience standards of other positions assigned to the pay grade to which reassignment is made. Adjustments will follow guidelines for promotions. If a position is moved to a higher pay grade solely because of market pressure, no change in compensation will occur unless the Employee falls below the minimum of the range or loses significant position in the range (falls from above to below the new range midpoint). Re-titling and re-grading shall require the approval of the Superintendent or designee.

### n) Special Assignments.

- 1. Reassignment to a Lower Pay Grade.
  - a) Employees temporarily assigned to a position in a lower pay grade shall not suffer a reduction in pay unless the change is due to performance. However, Employees requesting to be permanently assigned to a position in a lower pay grade shall receive a compensation less than the compensation that they previously received. The decision as to the amount of reduction to the compensation will depend on the education or experience required in the new position.
  - b) No change in compensation will be made if the move is a result of reorganization or position elimination. In those cases, if the Employee is over the maximum of the range, the compensation will be frozen until it falls into the range.
  - c) If an Employee is moved to a lower position because of failure to perform at a satisfactory level in the current job, then a downward change in compensation will occur.
  - d) In most cases, the percentage reduction will be equal to 3-5% for one range and 5-8% for more than one range move. Employees outside of the new range will be moved to the maximum regardless of the percentage change.
- 2. Employees in School-Year appointments shall be paid on a pro-rated basis according to the percentage of time assigned to the position and pay grade.
- 3. If an Employee is employed in two positions, and each position is assigned to a different pay grade, compensation shall be adjusted proportionately according to the percentage of time assigned to each pay grade.
- 4. In the administration of a pay plan, it is occasionally necessary to maintain a rate outside of the prescribed pay grades. When this is done, the rate paid is considered to be a "Red Circle" rate. A "Red Circle" rate is usually not subject to annual, special, or cost of living adjustments.

## 6) **BENEFITS**

### a) Paid Holidays

Twelve-Month and School-Year Employees shall be entitled to the following paid Holidays: New Year's Day, Martin Luther King's Birthday, Lincoln's Birthday, Casmir Pulaski Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Day, or days celebrated for the foregoing Holidays; provided, however, such Holidays fall within the Employee's scheduled workdays.

- 1. Holidays that fall on a calendar Saturday will be observed on the preceding Friday, and Holidays that fall on a calendar Sunday will be observed on the following Monday; provided, however, if observance of any such Holiday would fall on a day when school is in session, an Employee shall observe the Holiday on another day with the approval of the employee's immediate supervisor. If the Holiday falls during an Employee's vacation, one additional day's vacation will be allowed provided such Employee is at work the day preceding and the day following vacation, unless absent on either of such days because of sick leave or other leave approved by the School District.
- To be eligible for Holiday pay, an Employee must work the last scheduled workday prior to the Holiday and the first scheduled workday after the Holiday, unless absent on either of such days because of sick leave or other leave approved by the School District.
- If Good Friday falls on a day when school is in session, an Employee shall be granted another day off with the approval of the employee's immediate supervisor.

### b) Winter and Spring Breaks

Employees shall be granted time off for winter and spring breaks in accordance with the following:

- 1. Twelve-Month Employees shall not be required to work during the period called spring break, and such Employees shall not be required to work during the period called winter break, except for two (2) days specified in advance by the Superintendent or designee.
- 2. School-Year Employees shall not be required to work during spring break or winter break.
- 3. If an Employee's effective date of resignation falls during or at the end of the winter or spring break, such Employee must work the first scheduled workday after the break to receive compensation for the break.

### c) <u>Vacations</u>

A Twelve-Month Employee shall be granted vacation with pay at straight time.

- 1. Vacations are computed as of July 1 of each year in accordance with the following schedule:
  - (a) Employees with less than one full year of service shall accrue one day's vacation for each full month of employment, not to exceed ten (10) working days earned vacation.

- (b) Employees with one (1) full year of service, but less than eight (8) years, shall receive ten (10) working days of earned vacation.
- (c) Employees with eight (8) full years of service, but less than fifteen (15) years, shall receive fifteen (15) days of earned vacation.
- (d) Employees with fifteen (15) or more years of service shall receive twenty (20) days of earned vacation.
- (e) Employees with twenty-five (25) or more years of service shall receive twenty-five (25) days of earned vacation.
- 2. If an Employee does not use the full amount of vacation leave allowed, the amount unused shall not accumulate from year to year except by written permission of the Superintendent or designee.
- 3. Vacations shall be taken between the close of school in June and return to school in August; however, vacations may be taken during the school term if it is in the best interest of the School District. Vacation time shall have the prior written approval of the Employee's supervisor. Employees may be required to use vacation leave for leaves taken under the Family and Medical Leave Act.
- 4. If an Employee resigns prior to July 1, such Employee shall be paid for full days of vacation pay accrued to the effective date of the resignation, provided the Employee gives the School District a minimum of two weeks written notice of resignation.

### d) Sick Leave

Twelve-Month and School-Year Employees shall be granted sick leave at full pay for the employee's regularly scheduled hours of work per normal workday in accordance with the following:

- 1. Employees shall accumulate sick leave at the rate of twelve (12) days for nine (9), nine and one-half (9½) or nine and three-fourths (9¾) months of employment; thirteen (13) days for ten (10) months of employment; and fifteen (15) days for a twelve (12) months of employment. An Employee employed after the start of the normal work year shall accumulate sick leave at the rate of one (1) day for each remaining full month of the employee's normal work year. Such sick leave days shall be available on the Employee's first scheduled workday. Any unused sick leave shall be accumulated to a maximum of three hundred sixty (360) working days.
- 2. Employees may use sick leave for personal illness, injury, quarantine at home, temporary disability, or serious illness or death of an Employee's immediate family or household. Immediate family for the purpose of this Section shall include: father; mother; sister; brother; wife; husband; child or grandchild related by blood, marriage, or adoption; grandfather; grandmother; father-in-law; mother-in-law; sister-in-law; brother-in-law; and legal guardian. Employees will be required to use sick leave for leaves taken under the Family and Medical Leave Act. Sick leave may also be used for medical and dental appointments for an Employee or a member of the employee's household. An eligible Employee unable to work due to pregnancy may treat such disability as a "temporary disability" under this paragraph.
- 3. Sick leave may be used to attend funerals.
- 4. Normally, sick leave shall be taken for either one-half (½) or all of a normal scheduled workday; however, an Employee may request such leave in time amounts of less than one-half (½) day pursuant to established administrative procedures.
- 5. The School District may require a physician's statement as a basis for verifying an Employee's illness or injury after an absence of three (3) consecutive working days or as it may deem necessary in other cases.
- 6. If an Employee is on sick leave the day preceding and/or the day following a paid Holiday granted under Section 6, paragraph A, such Employee shall not be charged sick leave for the paid Holiday.
- 7. An Employee eligible to receive paid sick leave, who is injured in the course of employment with the School District and is entitled to receive benefits under the Illinois Workmen's Compensation Act, may use all accumulated sick leave upon surrendering to the School District all compensation provided by Workmen's Compensation. An Employee not eligible to receive paid sick leave shall retain all compensation provided by Workmen's Compensation.

### e) Personal Leave

Employees in twelve-month positions and school-year positions shall be paid at the rate of two (2) days for a full school term of employment, and such leave days shall be available on the first normal scheduled workday of the school term. Upon the tenth (10<sup>th</sup>) year of employment in District 87, employees may accumulate a maximum of three (3) personal days. Such leave shall not be accumulated from year to year; however, on July 1 of each school year, full and/or one-half (½) days of such leave not used during the preceding school term will be added to the Employee's accumulated paid sick leave not to exceed the maximum number of sick leave days.

- 1. An Employee may use personal leave for any reason. Normally such leave shall be taken for either one-half (½) or all of the normal scheduled workday; however, an Employee may use such leave in time amounts of less than one-half (½) of a normal scheduled workday.
- 2. The granting of personal leave shall be subject to the availability of qualified substitute Employees to cover such leave and the prior approval of the Employee's supervisor or supervisor's designated representative.
- A request for personal leave shall be submitted in advance on a form provided by the Employer. Such form shall be submitted two (2) days in advance of the leave, except when circumstances prevent giving such notice.

4. The day immediately preceding or immediately following a legal Holiday or school break approved by the School District shall not be approved for personal leave, except in emergency situations, for the observance of a religious Holiday, or on the special approval of the Superintendent of Schools or his designee.

### f) Use of Sick Leave and Personal Leave for less than One-Half (1/2) Day

A supervisor may grant permission for a Twelve-Month or School-Year Employee to leave the work station for a period of time which is less than one-half ( $\frac{1}{2}$ ) of the scheduled workday for the purpose of doctor or dental appointments or emergency situations, other than FMLA leave, when no other arrangements can be made. Such time away from the workstation shall be recorded as either sick leave or personal leave. Normally, doctor or dental appointments shall be recorded as sick leave, however, such appointments may also be recorded as personal leave. An absence of less than one-half ( $\frac{1}{2}$ ) or the scheduled workday shall be in accord with the following:

- 1. If the absence is recorded as sick leave, the supervisor shall keep a record of each time the Employee is absent. Included shall be name, date, number of minutes absent from work, and the reason for such absence (personal illness, or illness in family).
- 2. If the absence is recorded as personal business, the Employee shall complete a request for such leave in advance on a form provided by the School District.
- 3. When the number of minutes used for sick leave or leave for personal business accumulated to one-half (½) of the Employee's scheduled workday, such one-half (½) day unit shall be charged against the Employee's accumulated sick leave or leave for personal business.
- 4. If, on the last day of the fiscal year, an Employee has used sick leave or personal leave totaling less than one-half (½) day, it shall not be recorded as an absence, and the records of such absence shall be destroyed.

### g) Family Leave

Family leave without compensation shall be granted to an Employee who has completed a minimum of three (3) terms of continuous employment with the School District in accordance with the following:

- 1. An Employee who is pregnant or whose spouse is pregnant shall be granted such leave provided the leave is requested to begin during a period commencing one hundred and twenty (120) days prior to the expected date of the birth of the child and ending ten (10) days after the birth of the child. An Employee who is adopting a child shall be granted such leave provided the leave is requested to begin during a period commencing with the date the child is placed with such Employee and ending ten (10) days after such placement.
- An Employee requesting a family leave shall notify the employee's immediate supervisor in writing the date such leave will begin. The Employee shall include with such notice a physician's statement certifying the pregnancy, a copy of the birth certificate of the child, or a written notice of adoption from the adoption agency, whichever is applicable.
- 3. Such leave shall be granted for the remainder of the term of Employment; and on the written request of the Employee, such leave may be extended for a maximum of one (1) additional term of Employment.
- 4. All benefits available to an Employee shall be suspended during a family leave; however, an Employee may make arrangements to continue the employee's group medical plan or HMO coverage during such leave at the employee's own expense.
- 5. The School District may request a physician's written approval for an Employee to return to work.
- 6. An Employee who is on family leave shall request sixty (60) days before the start of the next term of Employment an extension of such leave, if applicable, or notify the Personnel Office of the employee's intention to return to work at the start of the next term of Employment.
- 7. The School District does not guarantee that an Employee returning from a family leave will return to the employee's former position and rate of pay. The Employee will be given a position that is available and at a rate of pay normally paid for such position.

### h) Family and Medical Leave

Under the Family and Medical Leave Act of 1993 ("FMLA"), eligible Employees who have worked at least twelve (12) months and performed 1,250 hours of service during the previous twelve (12) month period are allowed to take unpaid leaves of absence for certain specified purposes.

- 1. The School District will extend up to twelve (12) weeks of FMLA leave during a twelve (12) month period to eligible Employees so they can care for a newborn child; because of placement of a child for adoption; to care for the Employee's spouse, child, or parent with a serious health condition; or to attend to the Employee's own serious health condition.
- During the leave, the Employee's wages and other benefits are not paid or accrued except for health insurance, which will be continued on the same basis as if the Employee continued in active status. If applicable, the Employee's portion of health insurance premium payments must be paid by direct payment by the Employee to the School District.
- 3. At the conclusion of the leave, the Employee will be restored to the position held at the time the leave began or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment, unless the Employee's position would otherwise have been eliminated during the leave.

4. The School District will require an Employee to substitute the Employee's accrued paid vacation leave and paid personal leave against any leave requested under the FMLA and substitution of paid sick leave will also be required of Employees who take the leave for serious health conditions for themselves or family members.

### i) Jury Service

Employees serving on a jury during the employee's scheduled working hours shall receive the employee's full compensation for the time served on the jury upon surrendering to the School District all payments received for serving as a juror, less mileage allowance, meal allowance, and parking fees.

- 1. If jury service is less than the Employee's normal workday, the Employee shall return to the employee's assigned job.
- 2. If jury service is on the Employee's scheduled time off, the employee shall retain pay for such jury service.
- 3. If jury time and the scheduled workday overlap or if payment for jury service is more than the Employee's regular pay per scheduled workday, necessary adjustments will be made by the School District.

### Leave for Military Service

Employees who are inducted into the military service or who volunteer for military service shall be granted a military leave without compensation unless otherwise required by law. Upon ending such military leave service, such employee will return to the same position unless the employee does not make a prompt request for reinstatement or the employee's position has been eliminated.

### k) General Leave of Absence Without Compensation

Employees who have completed a minimum of two (2) years of continuous employment with the School District may be granted a leave of absence for prolonged illness. This leave may be granted for other purposes designed to improve the School District.

- 1. Such leave without compensation may be granted for not more than the remainder of the then current term of Employment. However, in exceptional circumstances, it may be extended one (1) additional normal term of Employment.
- 2. A written request for such leave shall be submitted to the Employee's supervisor and will be forwarded to the Personnel Coordinator for processing and submission to the Board of Education.
- 3. An Employee returning from a general leave of absence will be offered the first available position for which the employee is qualified and at a compensation normally paid for such position.

### Group Medical and HMO Plans

The School District will offer eligible Employees the option of participating in either a group medical plan or a health maintenance organization (HMO plan).

- 1. The School District will pay each month an amount equal to the monthly cost for the single rate in the Bloomington Public Schools Group Medical Plan for each full-time employee's coverage under either plan.
  - a) For School-Year Employees employed to work more than four (4) hours but less than seven (7) hours per workday, the School District will pay a portion of the monthly premium cost for the insurance plan toward the monthly cost of either plan, based on the percentage of time employed by the School District.
  - b) Any excess in the monthly premium cost for HMO coverage and/or coverage for School-Year Employees under either Plan shall be paid by the Employee through payroll deductions.
  - c) Employees shall become eligible for such coverage as provided in this section on the first day of the month next following the date of the employee's employment.
- An eligible Employee may purchase coverage for dependents at the employee's expense in the plan chosen for the employee's coverage, the payment therefore to be made through payroll deductions authorized in writing by the Employee on a form supplied by the School District.
- 3. An eligible Employee who retires under the Illinois Municipal Retirement Fund may continue coverage in the health insurance plan she was participating in on the last day of employment by paying to the School District in advance the full monthly premium cost for such coverage. Dependent coverage as defined in such plans will be available at the retiree's option and expense, provided such retiree had dependent coverage on the last day of employment.
- 4. The HMO plan shall be in accordance with the School District's practices and procedures with respect to such plan. The School District shall have exclusive control of the HMO provider and all responsibilities incidental to the administration of such plan.
- 5. Medical benefits shall be in accordance with the terms of the group medical plan documents in effect at the time a claim for coverage is made.

### m) Life Insurance

The School District shall pay the full premium cost of group life and group accidental death and dismemberment ("AD&D") insurance for each eligible Employee in an amount equal to such Employee's annual compensation, rounded to the next highest \$1,000, with a minimum of \$10,000. Additional group life and AD&D insurance in a like amount as provided by the School District shall be available under the terms and conditions of such plan at the eligible Employee's option and expense. Payment for such additional insurance shall be made through payroll deductions.

1. Such group life and AD&D insurance shall be in accordance with the School District's practices and procedures with respect to such group insurance plan. The School District shall have exclusive control of

- the selection of the carrier, management of accumulated reserves, and all responsibilities incidental to the administration of such plan.
- 2. An Employee shall become eligible for such group life and AD&D insurance as provided in this section on the first day of the month next following the date of the employee's employment.

### n) Illinois Municipal Retirement Fund

Employees who are expected to work 600 or more hours per year must contribute to the Illinois Municipal Retirement Fund (IMRF). These Employees are considered participating members of the IMRF and will have the appropriate deductions made from the Employee's compensation. The School District will contribute the amount designated by the IMRF. Employees who are expected to work less than 600 hours per year are considered nonparticipating members of the Fund. Contact the office of Personnel Services for benefit information.

### o) Fitness Clubs

An Employee may purchase membership in the fitness clubs designated by the Employer, the payment therefore to be made through payroll deduction authorized in writing by the Employee on a form supplied by the School District.

### p) 403(b) Arrangements

An employee may participate in a 403(b) plan (commonly called taxed sheltered annuities) authorized by the school district. Employee contributions must be consistent with the applicable law, and with the rules and regulations of the employer in effect from time to time. Employee contributions may be made through payroll deduction authorized in writing by the employee on a form supplied by the school district.

### q) Credit Union

Employees may become members of the credit union by either contacting the School District's payroll office or the credit union.

### 7) VACANCIES, TRANSFERS, SENIORITY, AND DISTRICT EXPERIENCE

### a) Notice of Permanent Vacancies

The Human Resource Coordinator shall post, prior to July 1 of the then current school term, a notice of any permanent vacancy of a position in Section 5 for the following school year.

### b) Request for Transfer

1. Any Twelve-Month or School-Year Employee interested in a transfer to a different position in Section 5 may file a written request for such transfer with the Human Resource Coordinator. Any such request shall be valid for the remainder of the school term, at which time a new request may be filed. Such a request will be given consideration when a permanent vacancy of the type specified on such request develops.

### 2. Seniority

Seniority will be based on the Employee's seniority group and start date with the District. This date will be used in the event of Reductions in Force (RIF).

### 3. <u>District Experience</u>

District experience shall be based on the employee's start date. In order to receive credit for the first school term, the employee must begin work by the 1st day of the second semester.

### 8) PAY DAYS

### a) Twelve-Month and School-Year Employees

Paydays shall be semi-monthly on the 13th and the 28th of each calendar month. A School-Year Employee may request in writing by May 1 an early pay-off of the employee's term of Employment. Early payoff entitles a School-Year Employee to receive the final check on June 30 for the sum of three (3) regular checks (or five (5) depending on the number of months worked).

### b) Temporary Employees

Paydays shall be semi-monthly on the 13th and the 28th of each calendar month following the half-month in which work was performed.

### 9) PERFORMANCE APPRAISAL

Employees are subject to constant review and will receive a formal written performance appraisal (evaluation) a minimum of one (1) time each year. The appraisal rates an Employee on five (5) performance standards. The performance appraisal becomes one of the compensation determination factors.

- a) Both parties to the evaluation shall sign three copies of the completed appraisal. The original is filed in the Employee's personnel file, one copy is given to the Employee, and the Employee's supervisor retains one copy.
- b) An Employee is entitled to respond to the evaluation by attaching written comments to each copy of the appraisal form within five (5) days of the conference held with the employee's supervisor to discuss the performance appraisal.

### 10) EMPLOYEE DISCIPLINE

Supervisors will communicate expectations to Employees. The School District may use a system of discipline that may include suspension, demotion, dismissal, or any other action deemed appropriate considering the circumstances of each instance of misconduct. However, this should not be taken to alter the at-will employment relationship. Unacceptable conducts not specifically listed will, nonetheless, result in disciplinary action.

### 11) SCHOOL DISTRICT 87 PERSONNEL POLICIES

(Complete Board Policies available at www.district87.org)

### a) Equal Employment Opportunity

School District 87 has a commitment to provide equal employment opportunities to all persons regardless of race, color, religion, creed, national origin, sex, age, ancestry, military status or unfavorable military discharge, citizenship status, physical or medical disability if otherwise able to perform the essential functions of the job with reasonable accommodations. The School District also has a policy to actively recruit and hire minority Employees. Employees who believe they have not received equal employment opportunities should contact one of the following Complaint Managers: Mr. Barry M. Reilly, Assistant Superintendent of Human Resources, 827-6031, extension 237; Mrs. Suzanne Daniels, Human Resource Coordinator, 827-6031, extension 236.

### b) Sexual Harassment

School District 87 has a commitment to provide Employees with an environment free of unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct, or communications constituting sexual harassment. A student engaging in sexual harassment of an Employee shall be referred to the Building Principal for appropriate action.

School District Employee shall not make sexual advances or request sexual favors or engage in any 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.

Violation of this policy will result in discipline, which may include discharge. An Employees who feels 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 Complaint Manager, Mr. Barry M. Reilly, Assistant Superintendent of Human Resources, 827-6031, extension 237, or Dr. Susan Silvey, BJHS Principal, 827-0086. Initiating a good faith complaint of sexual harassment shall not adversely affect the complainant's terms or conditions of employment.

There are no express time limits for initiating complaints under this policy; however, every effort should be made to file such complaints as soon as possible.

### c) Employee Orientation

The School District provides an orientation program for a new Employee that includes this handbook, job description, and rules and regulations of the School District.

The Building Principal or immediate supervisor will work closely with each new Employee to insure a successful introduction to the School District. The Building Principal or immediate supervisor will include a description of the Employee's supervision and evaluation program.

### d) Employee Safety

Records are maintained concerning all work-related accidents and illnesses. Therefore it is essential that all such events be reported in writing to your supervisor. You also must contact Delores Anson, Benefits Coordinator, 827-6031, extension 235, to report work-related incidents.

### e) Communicable and Chronic Infectious Disease

The School District's Communicable and Chronic Infectious Disease Review Team shall evaluate an Employee with a communicable or chronic infectious disease. Team members shall include the School District's medical advisor, the Employee's physician, the School District's nurse or a public health official, and the Superintendent. The Team shall hold the Employee's medical records in strictest confidence.

An Employee with a communicable or chronic infectious disease will be permitted to retain the employee's position whenever, after reasonable accommodations and without undue hardship, there is no substantial risk of transmission of the disease to others, provided an Employee is able to continue to perform the position's essential functions. An Employee who cannot retain the employee's position shall remain subject to the Board's employment policies, including sick leave, physical examinations, temporary and permanent disability, and termination. Determining whether an Employee with a communicable or chronic infectious disease may retain the employee's position will be made in accordance with established procedures.

### f) <u>Drug- and Alcohol-Free Workplace</u>

All School District work places are drug- and alcohol-free work places. All Employees shall be prohibited from:

1. Unlawful manufacture, dispensing, distribution, possession, use, or being under the influence of a controlled substance while on School District premises or while performing work for the School District. This includes drugs (including "look-a-like" drugs), narcotics, any controlled substance without a valid prescription, and any

drug paraphernalia. Drug paraphernalia means all equipment, products, and materials of any kind that are peculiar to, marketed for use in packaging, repackaging, storing, containing, concealing, or otherwise introducing into the human body, any controlled substance other than as prescribed by a physician.

- 2. Cigarette paper, bongs, and pipes are among the items considered to be drug paraphernalia.
- 3. Distribution, consumption, use, possession, or being under the influence of alcohol while on School District premises or while performing work for the School District.
- 4. For the purposes of this policy, a controlled substance is one that is:
  - a) not legally obtainable;
  - b) being used in a manner different than prescribed;
  - c) legally obtainable, but has not been legally obtained; or
  - d) referenced in federal or State controlled substance acts.
- 5. As a condition of employment, each Employee shall:
  - a) abide by the terms of the School District policy respecting a drug- and alcohol-free workplace; and
  - b) Notify the employee's supervisor of the employee's conviction of any criminal drug or alcohol statute for a violation occurring on the School District's premises or while performing work for the School District, no later than 5 days after such a conviction.
- 6. School 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.

The School Board shall take disciplinary action with respect to an Employee convicted of a drug offense in the workplace within 30 days after receiving notice of the conviction.

### g) Out-of-School District Travel

The School Board shall reimburse Employees for expenses necessary for out-of-School District travel for the performance of the employee's duties that have been approved by the Superintendent. Employees must submit to the Superintendent an itemized, signed voucher showing the amount of actual expenses, attaching receipts to the voucher when the expenditure is over \$5.00. Expense vouchers shall be presented to the School Board in its regular bill process.

### h) Religious Holidays

The Superintendent may 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 undue hardship. Employees may use earned vacation time, holiday time or personal leave to make up the absence. The Employee may also request a per diem deduction.

### i) Abused and Neglected Child Reporting

An Employee having reasonable cause to believe a child known to the employee may be an abused or neglected child, shall report, or cause a report to be made, to the Department of Children and Family Services.

It is not the responsibility of the Employee to prove that the child has been abused or neglected. Each school has an established reporting team consisting of the Principal (or Assistant Principal), counselor, and nurse. The team will review the case. If the team does not concur with the Employee's opinion that there is a reasonable cause that a child is abused or neglected, the Employee has a legal and moral responsibility to report the case to the Department of Children and Family Services.

### j) Ethics

- 1. All School 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.
  - a) Political Activities
    - (a) An Employee shall not let the employee's political activities interfere with job responsibilities. Students shall not be used in any manner for promoting a political candidate or issue.

### k) Outside Employment and Conflict of Interest

- 1. No Employee shall be directly or indirectly interested in any contract, work, or business of the School District, or in the sale of any article by or to the School District.
- 2. No Employee shall act as an agent of the District for the purpose of profit or personal gain, nor shall a School District Employee act as an agent of any business transaction with the School District.
- 3. An Employee shall not engage in any other employment or in any private business during regular working hours and such other times as are necessary to fulfill appropriate assigned duties.

### I) Gifts

No Employee shall solicit or accept a gift if the Employee has a reason to believe the gift is offered in an effort to influence the Employee's position for employment.

- 1. This applies to spouses and/or family members living with an Employee.
- 2. A list of acceptable gifts is found in Board Policy 5.130.
- 3. If an Employee believes that this policy was been violated, the Employee is encouraged to file a complaint with the District Ethics Officer, Dr. Roger Kilpatrick, 827-6031, extension 241.

m) Solicitations By or From Employees
Employees and outside persons and organizations may solicit for donations or sales on school grounds but must receive prior approval from the Superintendent or designee.