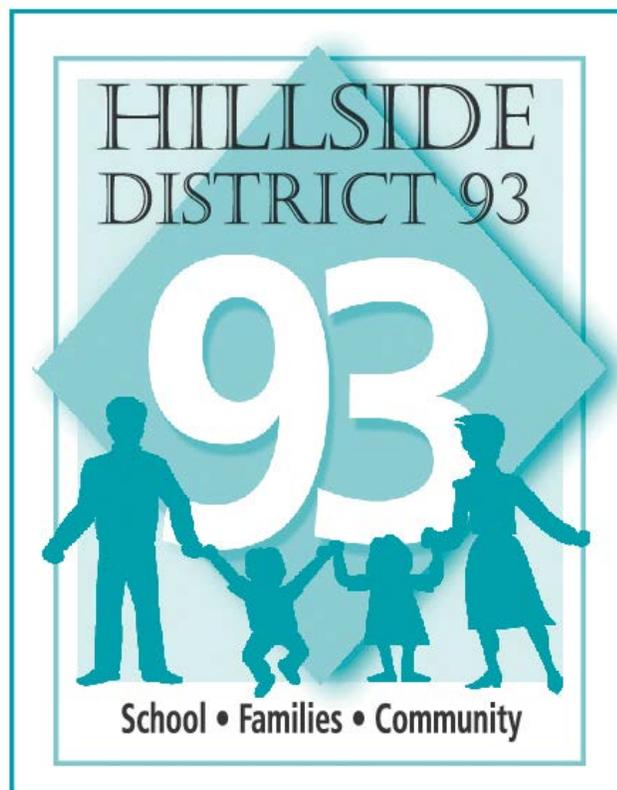


Hillside School District 93  
4804 West Harrison Street  
Hillside, Illinois 60162

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# EMPLOYEE HANDBOOK

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**Hillside School District 93**

**If you are a unionized employee, please refer to your Collective Bargaining Agreement in addition to this Employee Handbook.**

updated 08/14/2018

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# OUR MISSION AND PHILOSOPHY

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## The Mission of Hillside School District 93

To provide each child with a comprehensive educational program, to create and foster an environment which maximizes student learning, and to prepare these children to participate meaningfully in a culturally diverse democratic society as literate, capable, problem solving, creative, lifelong learners.

## The Philosophy of Hillside School District 93

Believing that an educated citizenry is the cornerstone of a democratic society, we advocate public education as the means by which children are prepared to participate meaningfully in society.

## PURPOSE OF HANDBOOK

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The policy statements contained in this handbook are a general guideline and are intended for use for all non-union staff. Flexibility in personnel is essential to the District's ability to respond to the changing needs of both the school environment and its employees. Accordingly, the District reserves the rights to revise, reduce, supplement, terminate, or otherwise reconsider any or all of these policies, practices or benefits, with or without notice, as it deems appropriate. This handbook supersedes all previous employee handbooks or manuals, and all District memorandums that may have been issued in the past on the subjects covered. The handbook is not intended to, and does not, constitute a contract of employment between the District, and any of its associates concerning any of these matters. Consequently, this handbook is not a guarantee of employment for any definite or specific period of time.

This handbook also contains general descriptions of your benefit plans. The terms and conditions of your benefit plans are governed at all times by the complete provisions of the insurance contracts or agreements under which the plans are administered.

The purpose of this handbook is to provide you with the information you require regarding your current needs, as well as to address your needs as they evolve in the future.

## AT-WILL EMPLOYMENT

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The benefits and policies described in this Employee Handbook do not create an employment contract between you and Hillside School District 93. Your employment is on an at-will basis unless otherwise covered by written contract and executed by the Board of Education.

This means either of us is free to terminate your employment with District 93 at any time and for any reason. Further, District 93 reserves the right to alter, amend, modify or terminate any benefits, plans, policies or terms of employment at any time, with or without notice to you. No statement or promise by a supervisor, or director, may be interpreted as a change in policy nor will it constitute an agreement with an Employee.

Should any provision in this Employee Handbook be found to be unenforceable and invalid, such finding does not invalidate the entire Employee Handbook.

## EQUAL EMPLOYMENT OPPORTUNITIES / NON-DISCRIMINATION IN EMPLOYMENT

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In seeking to achieve employment opportunities in Hillside School District 93, the Board of Education expects compliance with all applicable federal and state laws, rules, and regulations prohibiting discrimination, including harassment, in the employment of personnel. Employment decisions shall be based on individual merit, and the best interests of the District, without regard to a person's race, color, religion, national origin, ancestry, age, sex, marital status, handicap, disability (if otherwise able to perform the essential functions of the job with reasonable accommodation to the extent required by law), being a victim of domestic or sexual violence, military service, use of lawful products while not at work, or any other unlawful basis of discrimination.

No employee or applicant will be discriminated against because he or she initiated a complaint, was a witness, supplied information, or otherwise participated in an investigation or proceeding involving an alleged violation of this policy or state or federal laws, provided the employee or applicant did not make a knowingly false accusation nor provide knowingly false information.

## HARASSMENT POLICY

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The District's goal is to provide a workplace where each employee feels respected, valued and comfortable. To preserve this atmosphere, the District will not tolerate verbally or physically abusive conduct which harasses, disrupts or interferes with another person's work performance or which creates an intimidating, offensive or hostile work environment.

Harassment consists of unwelcome conduct, whether verbal, physical or visual, that is based upon or derisive of a person's race, color, ancestry, religion, sex, national origin, age, disability, veteran status, marital status, or other legally protected characteristics or conduct, where the unwelcome conduct affects tangible job benefits, unreasonably interferes with an individual's work

performance, or creates an intimidating, hostile, or offensive working environment. All employees have a personal responsibility to keep the work place free of any such harassment.

While all forms of harassment are strictly prohibited, it is the District's policy to emphasize that sexual harassment is specifically prohibited. The definition of "*sexual harassment*" includes any unwelcome sexual advance or request for sexual favors or any verbal or physical conduct of a sexual nature when (i) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, or (ii) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (iii) 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.

Although harassment may take many different forms, examples include name-calling and other derogatory comments, jokes, gestures, posting or distribution of derogatory pictures, notes or graffiti, and pushing or hitting or other forms of physical aggression.

Sexual harassment may also include persistent unwelcome attempts to interact with someone, spreading of rumors of a sexual nature, and aggressive physical contact such as kissing, touching, or pulling at clothes in a sexual way.

The terms "intimidating," "hostile," or "offensive" include, but are not limited to, conduct which has the effect of humiliation, embarrassment or discomfort. Whether specific conduct constitutes harassment will be evaluated in light of all of the circumstances.

### [Board Policy 5:20 Workplace Harassment Prohibited](#)

## WHISTLEBLOWING

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District 93 is committed to maintaining a workplace where employees are encouraged to raise good faith concerns about possible violations of state or federal law, business practices or District policies without fear of reprisal. This procedure is meant to encourage employees to disclose any possible violations (whistle blowing) of which they become aware and ensures protection for

employees who report such conduct. This procedure applies to all employees, including full-time, part-time and temporary.

Below are some examples of possible violations:

- A criminal offense
- The use of deception to obtain an unjust or illegal financial advantage, either for the business unit or personally
- Intentional misrepresentations directly or indirectly affecting financial statements
- A failure to comply with any legal obligations
- Danger to the health or safety of any individual, including employees, students, parents and vendors
- Damage to the environment
- A serious breach of fundamental internal control
- Serious non-professional or non-ethical behavior
- Violation of District policies or procedures
- The deliberate concealment of information tending to show any of the matters listed above.

All possible violations should be reported to the Principal, appropriate administrator and the Superintendent. No employee who in good faith reports a possible violation will be subjected to harassment, retaliation or adverse employment consequences (discharge, demotion, suspension, etc.). An employee is protected even if the allegations prove to be incorrect or unsubstantiated. Employees who participate or assist in an investigation will also be protected. Consistent with the need to conduct an adequate investigation, every effort will be made to protect the anonymity of the whistleblower. Any employee who retaliates against someone who has reported a violation in good faith is subject to discipline up to and including termination of employment. An employee may not be intentionally dishonest or malicious in making allegations or testifying.

### **Investigation Procedure**

The Building Principal or appropriate administrator in conjunction with the Superintendent of Schools will investigate the complaint or appoint a qualified person to undertake the investigation on his or her behalf. The complaint or identity of the Complainant will not be disclosed except (1)

as required by law, or (2) as necessary to fully investigate the complaint, or (3) as authorized by the Complainant.

Any complaints, with the exception of complaints regarding the Superintendent, will be noticed to the Superintendent, with the investigation to follow. After the investigation is complete, the investigation lead shall file a written report of his or her findings with the Superintendent. The Superintendent will keep the Board informed of all complaints.

## **NON-DISCRIMINATION OF STUDENTS AND STAFF BY EMPLOYEES**

It is the policy of the Board of Education to provide students and employees a learning and working environment: (1) in which the dignity and worth of each individual is valued and respected; and (2) which is free from all forms of harassment and discrimination due to race, creed, color, age, religion, ancestry, national origin, gender, marital status, sexual orientation, disability, military service, being a victim of domestic or sexual violence, use of lawful products while not at work or school, or any other unlawful basis for discrimination.

It shall be the responsibility of each employee to affirm in actions and deeds: (1) the rights and responsibilities of all individuals as set forth in the state and federal constitutions, pertinent legislation, and applicable judicial interpretations; and (2) respect for all students and adults, all of whom have differing personal and family characteristics, and who come from various racial, ethnic, religious, and socioeconomic groups.

### **Complaint and Investigative Procedure**

An employee or other individual who believes that he or she may have been subject to harassment must follow chain of command and report the matter via the Uniform Grievance Procedure process (Board Policy 2:260). A report should be made as soon as possible after the occurrence of the events in question. The person to whom such a report is made will immediately advise the Superintendent of such report.

### **[Board Policy 2:260 – Uniform Grievance Procedure](#)**

The appropriate District administrator will conduct a prompt investigation into the complaint. As appropriate, that investigation will consist of interviews with the complaining party, the alleged

offender, any witnesses suggested by either the complaining party or the alleged offender, and any others who the District believes may have relevant information.

A request not to investigate a reported violation of this policy cannot be honored. To the extent possible, the investigation will be conducted to protect the interests of all parties in confidentiality. Employees involved in an investigation are expected to refrain from discussing it with others.

In addition to an investigation by the District, referral to law enforcement agencies or the Department of Children and Family Services will be made in appropriate cases.

As soon as possible after the complaint has been received and investigation conducted, the investigator will produce a report to the principal and/or the superintendent. This report normally will contain the following information:

1. The date the complaint was received.
2. The complainant's name.
3. The name of each alleged harasser and a description of all conduct that gave rise to the complaint (written, signed statements by complainants describing relevant events should be obtained whenever possible).
4. A statement detailing the scope of the investigation undertaken, including the names of all witnesses interviewed and the results of the interviews.
5. A statement as to whether any additional investigation is required.
6. If requested by the superintendent, a statement of corrective measures recommended.

### **Corrective Action**

Any District employee who is determined, after an investigation, to have engaged in inappropriate conduct or harassment in violation of this policy will be subject to disciplinary action, up to and including discharge. In the event of harassment by persons other than District employees or students, the District will take reasonable steps to avoid recurrence of the problem.

[Board Policy 5:90 – Abused & Neglected Children Reporting](#)

[Board Policy 5:120 – Ethics & Conduct](#)

Any District employee who knowingly makes a false accusation regarding sexual harassment will be subject to disciplinary action, up to and including discharge.

### **No Retaliation**

The District will not retaliate against any person for making a good faith complaint under this policy, regardless of the outcome of the investigation. Similarly, the District will not retaliate against or discipline any person (other than a person who is found to have violated this policy) who provides truthful information in connection with an investigation. Any employee who retaliates against another employee for utilizing the procedures in this policy will be subject to discipline, up to and including termination.

If any employee believes that he or she has been retaliated against for exercising his or her rights under this policy, the employee should report such conduct using the complaint procedure set forth above. Because false accusations may have serious impact on the person accused, any employee who makes a complaint that he or she knows to be false will be subject to disciplinary action, up to and including termination.

### **Violations**

It shall be a violation of this policy for any employee, because of a person or group's race, creed, color, age, religion, ancestry, national origin, gender, marital status, sexual orientation, disability, military service, being a victim of domestic or sexual violence, use of lawful products while not at work or school, or any other unlawful basis of discrimination to:

1. Make stereotypical or demeaning remarks such as name calling, racial slurs, or "jokes;" or to display or circulate demeaning written or visual materials, (whether written or conveyed electronically) where such language or conduct:
  - forecasts or results in a substantial or material interruption of school or school activities or,
  - adversely impacts upon any student's ability to fully participate in school or school activities, or upon any employee's ability to work or enjoy any term, benefit, or condition of employment or,
  - creates a hostile, intimidating, or offensive environment in the workplace, or for any student's participating in school or school activities;

2. Deface school property or materials with the intent to demean;
3. Damage, deface, or destroy private property of any person with intent to demean;
4. Make threats which harass or intimidate another person; or
5. Physically threaten or harm an individual.
6. Take any action which adversely impacts a student's ability to fully participate in school or school activities, or upon any employee's ability to work or enjoy any term, benefit, or condition of employment.

## PROCEDURES

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### Complaints

Students and staff who believe they have been the subject of harassment and/or discriminatory behavior are encouraged to report the matter to the Principal or to the Assistant Principal and staff may choose to report to a person of the student's/staff's same sex. Such reports should be made as soon as possible after the occurrence of the events in question so that witnesses may be interviewed while their memories are fresh.

All District employees are required to report to the Principal or Assistant Principal all incidents of possible discrimination or harassment of students which come to their attention whether through student or parent complaints or their own observation.

The names, addresses, and telephone numbers of the District's current Nondiscrimination Coordinator and Compliance Officer is provided in District policy 5:20. When investigating any complaints involving a violation of this policy, the District will follow the procedures outlined under the Uniform Grievance Policy.

### Formal Action

In the sound discretion of the Superintendent or Board of Education, violation of this policy may result in counseling, conciliation, mediation, participation in the Employee Assistance Program, reprimands, supervisory measures, suspensions (with or without pay), transfers, remediation, or discharge.

Sanctions under this policy shall be applied consistent with any other applicable policy, procedures, or contractual obligation of the district or government laws to which this policy applies.

### **Policy of Non-Retaliation**

An employee's or student's good faith action in reporting a complaint, reporting evidence, or giving testimony of discrimination or harassment will not adversely affect the employee's employment, evaluations, compensation, or work assignments, or the student's education, grades, curriculum, or record. However, a complaint or witness found to have been intentionally dishonest or malicious in making allegations or testifying shall be subject to disciplinary action. Throughout the complaint process, every effort will be made to protect the complainant and witnesses from reprisals and to protect the alleged offender from irresponsible complaints.

## **DRUG AND ALCOHOL FREE WORKPLACE**

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It is the policy of the Board of Education that all District workplaces be free from drugs and alcohol. Accordingly, the following rules and regulations shall apply to all employees.

### **Board Policy 5:50 – Drug and Alcohol Free Workplace**

#### **Rules:**

1. The unlawful manufacture, distribution, sale, dispensing, possession or use of a controlled substance by an employee while on the District's premises or while performing work for the District is wrong, harmful, and prohibited.
2. The distribution, consumption, or possession of alcohol by an employee while on the District's premises or while performing work for the District is wrong, harmful, and prohibited.
3. Being under the influence of any controlled substance or demonstrating the effect of alcohol use or a controlled substance while on the District's premises or while performing work for the District is wrong, harmful, and prohibited.
4. The distribution, consumption, or possession of alcohol by an employee, while performing work for the District, is wrong, harmful, and prohibited; provided, however, that alcohol may be possessed or consumed at authorized social or business functions of the District, held off District premises, where the alcoholic consumption does not render the employee to be under the influence of alcohol.

5. As a condition of employment, each employee shall:
- agree to abide by the terms contained in this policy; and
  - agree to notify the Superintendent of any criminal drug statute conviction for a violation occurring on the school district's premises no later than five (5) days after such conviction.

**Definitions:**

For purposes of this policy the following definitions apply:

A. "Alcohol"

The term "alcohol" shall mean "alcoholic liquor" as defined in 235 ILCS 5/1-3.05, including but not limited to alcohol, spirits, wine, and beer.

B. "Drug" or "Controlled Substance"

"Drug" or "controlled substance" is a substance as defined in 30 ILCS 580/2 and 21 U.S.C. § 812, including cannabis as stated in the Cannabis Control Act, 720 ULCS 550/1 et seq., and shall include any "look-alike substance." These rules and regulations shall not apply to the legitimate use of substances for medical purposes.

C. "Possession of Alcohol"

Possession of alcohol shall not be construed to include the storage of a sealed UNOPENED container of alcohol in an employee's vehicle parked on school district premises.

D. "Conviction"

Conviction means a finding of guilt, including a plea of nolo contendere, or imposition of sentence, or both, by a judicial body charged with determining violations or the federal or state criminal drug statutes.

E. "Criminal Drug Statute"

Criminal drug statute means a criminal statute involving manufacture, distribution, dispensation, use, or possession of any controlled substance.

## GUN FREE SCHOOL ZONE

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[The Federal Gun Free School Zone Act](#) limits where a person may legally carry a firearm. It does this by making it generally unlawful for an armed citizen to be within 1000 feet (extending out from the property lines) of a place that the individual knows, or has reasonable cause to believe, is a K–12 school.

A **“No Guns Allowed”** sign will be posted at each entrance to the school building.

## COMPUTER HARDWARE, SOFTWARE, AND INTERNET USE

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The District provides certain employees with personal computers as tools to perform their job functions. It is important to understand that these PCs and their software are the property of the District, and use of these PCs is provided solely for the effective performance of the employee’s job. In some cases, this may include Internet access. Internet access must be strictly limited to sites necessary to perform the employee’s duties. If an employee does not require the use of a PC in the normal performance of his or her duties, then the use of a District PC is strictly prohibited.

### **Hardware and Software Use:**

The District has developed both hardware and software standards for all desktop and laptop computers (collectively “PCs” and individually a “PC”) in order to protect the network and to maintain full access to the network. Loading unauthorized individual software programs can affect your PC and has the ability to affect the entire network and, therefore, other users.

For these and other reasons, absolutely no software program, executable file, or audio/video or image file may be loaded on any PC under any circumstances, except by the appropriate systems professional and with advance approval from the District. No exceptions are permitted. This includes downloading/saving files (other than word processing documents and spreadsheets) and/or adding or changing any other software program files. When there are business requirements for software other than any of the current standard software, the new software must be evaluated and maintained by the appropriate systems professional, including the loading and changing of that software on your PC.

All personnel must respect copyrights and other restrictions that pertain to outside materials and that prohibit downloading of software. Failure to observe copyright or license agreements may result in disciplinary action, up to and including termination.

**Internet Use:**

The Internet is a powerful communication tool and a valuable source of information for business use. At the same time, the District has no control over the information on the Internet and is not responsible for its content. In addition, the District is not responsible for any unauthorized charges or fees resulting from communication via the Internet. Each individual is responsible for what he/she views and downloads, and for what he/she transmits or otherwise communicates by email or the Internet. All Internet use is subject to this policy and the District's harassment, discrimination and other policies. Any unauthorized or inappropriate use of the Internet or District's PC's may result in disciplinary action, up to and including termination.

[Board Policy 6:235 – Internet Access and Use Policy](#)

**Guidelines:**

All employees are strictly prohibited from using District-provided PCs or Internet services for any of the following purposes:

1. Engaging in conduct that is illegal, fraudulent, libelous or malicious or against District policy or contrary to the District's best interest;
2. Engaging in conduct that is annoying, harassing or disruptive to others;
3. Sending, retrieving, accessing, downloading or storing any communications of a discriminatory, offensive, or harassing nature, including messages with threatening, derogatory, or inflammatory remarks about an individual's or group's race, color, sex, age, disability, religion, national origin, sexual preference, or other protected characteristics;
4. Transmitting personal or unauthorized data;
5. Using the Internet for private or personal business;
6. Using profane, offensive or abusive language;
7. Attempting to gain unauthorized access into any computer;

8. Downloading text, images, or videos without express advance authorization from the District;
9. Downloading games, gambling, or playing games over the Internet;
10. Sending email or other electronic communications that conceals the identity of the sender or misrepresents the sender's identity.

Violation of this policy or any of the foregoing guidelines may result in disciplinary action, up to and including termination. Anyone using the PC or network for defamatory, illegal, fraudulent, or other inappropriate purposes also may be subject to civil liability or criminal prosecution, where appropriate. If you suspect that an employee is misusing the District's computer resources, please immediately report the misuse to the building principal or appropriate administrator. See example 6.235 – E1 – Exhibit – “Teacher and Non-Student Authorization for Internet Access form”, in the appendix.

## UNIFORM GRIEVANCE POLICY

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Students, parents, guardians, employees, or community members should notify the Superintendent if they believe that the Board of Education, its employees, or agents have violated their rights guaranteed by the State or Federal Constitution, State or Federal statute, or Board policy, or have a complaint regarding:

1. Title II of the Americans with Disabilities Act;
2. Title IX of the Education Amendments of 1972;
3. Section 504 of the Rehabilitation Act of 1973;
4. Individuals With Disabilities Education Act, 20 U.S.C. § 1400 et seq.;
5. Title VI of the Civil Rights Act, 42 U.S.C. § 2000d et seq.;
6. Equal Employment Opportunities Act (Title VII of the Civil Rights Act), 42 U.S.C. § 2000e et seq.;
7. Sexual harassment (Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, and Title IX of the Education Amendments of 1972);

8. The misuse of funds received for services to improve educational opportunities for educationally disadvantaged or deprived children;
9. Curriculum, instructional materials, programs;
10. Victims' Economic Security and Safety Act, P.A. 93-591;
11. Illinois Equal Pay Act of 2003, P.A. 93-0006; or
12. Provision of services to homeless students.

The Superintendent or designee will attempt to resolve complaints without resorting to this grievance policy and, if a complaint is filed, to address the complaint promptly and equitably. The right of a person to prompt and equitable resolution of a complaint filed hereunder shall not be impaired by the person's pursuit of other remedies. Use of this grievance policy does not extend any filing deadline related to the pursuit of other remedies.

### **1. Filing a Complaint**

A person (hereinafter Complainant) who wishes to avail himself of this grievance policy may do so by filing a complaint with the Superintendent or designee.

The Superintendent or designee may request the Complainant to provide a written statement regarding the nature of the complaint or require a meeting. The Administrator may assist the Complainant as needed.

### **2. Investigation**

The Administrator will investigate the complaint or appoint a qualified person to undertake the investigation on his or her behalf. If the Complainant is a student, the appointed investigator will notify his or her parent(s)/guardian(s) that they may attend any investigatory meetings in which their child is involved. The complaint or identity of the Complainant will not be disclosed except (1) as required by law or this policy, or (2) as necessary to fully investigate the complaint, or (3) as authorized by the Complainant.

Any complaints will be noticed to the Superintendent or designee, with the investigation to follow. After the investigation is complete, the Administrator shall file a written report of his or her findings with the Superintendent or her designee. The Superintendent will keep the Board informed of all complaints.

### **3. Decision and Appeal**

Within 10 school days after receiving the Administrator's report, the Superintendent shall mail his or her written decision to the Complainant by U.S. mail, first class, as well as the Administrator. Within 10 school days after receiving the Superintendent's decision, the Complainant may appeal the decision to the Board of Education by making a written request to the Administrator. The Administrator shall promptly forward all materials relative to the complaint and appeal to the Board of Education.

Within 10 school days after the next regularly scheduled Board meeting, the Board of Education shall affirm, reverse, or amend the Superintendent's decision or direct the Superintendent to gather additional information for the Board. Within 10 school days of the Board's decision, the Superintendent shall inform the Complainant of the Board's action.

The Complainant may appeal the School Board's decision to the Regional Superintendent pursuant to Section 3-10 of The School Code and, thereafter, to the State Superintendent pursuant to Section 2-3.8 of The School Code.

This grievance policy shall not be construed to create an independent right to a Board of Education hearing. The failure to strictly follow the timelines in this grievance policy shall not prejudice any party.

## **HIRING**

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Each candidate for employment shall be interviewed by a District/School administrator designated by the Superintendent, or designee. At the time of the interview, job hours and starting salary will be set in accordance with district policy and the established salary plan.

All applicants for employment are required by law, as a condition of employment, to authorize a fingerprint-based criminal history records check to determine if they have a conviction(s), as defined by the Illinois State Statute, which prevents them from being employed by the school district.

## PERSONNEL FILE

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District 93 maintains a personnel file for each employee. Your personnel file includes information relating to your hiring, training, performance, salary increases and other changes in your status.

Your personnel file is the property of District 93. The information contained in your personnel file is generally treated by the District as “confidential” and as such, access to your personnel file is restricted. Generally, only administrators and other personnel who have legitimate business reasons to review information contained in your personnel file will be granted access. Of course, personnel files are also subject to review by federal, state and local regulatory agencies.

You may review your own personnel file by making a written request to the Superintendent or his/her designee. The Superintendent or his/her designee will then contact you to arrange a mutually convenient time to review your personnel file.

Errors found in personnel documents should be brought to the attention of the Superintendent or his/her designee. If you disagree with information contained in the personnel record, a written statement explaining your position may be submitted to the Superintendent or his/her designee, and will become a part of your personnel file. All employees are permitted to have copies when a request is made in writing.

It is important that the information contained in your personnel file is current and accurate. As such, you must provide your Principal/Supervisor with up-to-date information regarding the following:

- Name, current home address and telephone number
- Emergency contact information
- Military status (if applicable)

### **Changing Address/Phone Number**

Employees should call the Business Office directly regarding all changes that might affect their benefits, payroll withholding, or personnel record, including change in beneficiary, birth of a dependent, and educational degrees.

To change your home address, or phone number, e-mail the new information to the District Secretary.

### **References**

It is the District's hiring procedure to check the employment references and other qualifications of applicants when a job offer is made. When unusual circumstances make these impossible, offers of employment may be made contingent upon satisfactory reference checks. Documentation relating to all reference checks is maintained in your personnel file. Falsification of any information constitutes grounds for immediate termination. Under no circumstances should an employee release any information about any past or present employee without administrative approval.

### **Background Checks and Other Security Measures**

For security purposes and as required by the School Code, all employees of the District must undergo a background check. Information obtained from background checks are forwarded directly to the Office of the Superintendent. The District uses a third party entity to conduct background checks on all new employees.

## **IMMIGRATION LAW COMPLIANCE**

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The District complies with the Immigration Reform and Control Act of 1986 and is committed to employing only United States Citizens and aliens who are authorized to work in the United States.

As a condition of employment each new employee must properly complete, sign, and date the first section of the Immigration and Naturalization Service Form I-9 within three days of the date of hire. In addition, before commencing work, newly rehired associates must complete the form if

they have not previously filed an I-9 with the District, or if their previous I-9 is more than three years old, or if their previous I-9 is no longer available.

## PHYSICAL EXAMINATION

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All new employees are required to pass a physical examination, prior to beginning work in District 93.

## VACANCIES/VOLUNTARY TRANSFER

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Notice of vacancies will be posted online at [hillside93.org](http://hillside93.org) at least five (5) working days prior to filling the position unless the position must be filled in less time.

Employees shall notify the immediate supervisor of their intentions.

Interviews for job vacancies can be conducted before or after the employee's regularly scheduled work hours. Some interviews may be conducted during work hours with the permission of the immediate supervisor.

In all cases, the judgment of the Principal/ immediate supervisor shall be final.

## ATTENDANCE

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The District and all of its employees depend on each employee's regular attendance and punctuality to help keep the District running smoothly.

In the event of a need for an absence, staff are required to report it by using the AESOP system by 6:30 a.m. As in the past, failure to report an absence by 6:30 a.m. will be addressed by a Building/District Administrator.

If an emergency occurs that requires you to be absent after 6:30 a.m., you will use the emergency contact number to report your absence to a Building/District Administrator. This is **NOT** an alternate method of reporting an absence.

If an emergency occurs that requires you to be absent after 7:30 a.m., you will contact the main office and speak with a Building/District Administrator. This also is **NOT** an alternate method of reporting an absence.

If you fail to report to work for two consecutive working days, without notifying the District, this will be considered job abandonment, and may lead to suspension and/or recommendation to the Board of Education for termination

If applicable, employees shall punch in and punch out at their scheduled work time. Doing so will provide an accurate account of hours worked.

If any employee is excessively late or absent, the immediate supervisor will discuss the matter with him or her privately in an effort to correct the situation. Written documentation will also be placed in the employee's file. A system of progressive discipline is applied to employees with persistent absence or tardy problems. Employees who do not adhere to attendance and punctuality guidelines may be subject to termination.

## **WORK SCHEDULE**

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### **School - Hours of Employment**

Classroom Teachers	8:00 am – 3:30 pm
Paraprofessionals	8:00 am – 3:30 pm
Custodians	3:00 pm – 11:00 pm
Custodian/Maintenance	8:00 am – 4:00 pm
Maintenance	6:30 am – 2:30 pm
Director of Food Service	7:00 am – 2:00 pm
Kitchen Assistant (Full-time)	8:30 am – 2:00 pm
Kitchen Assistant (Part-time)	11:00 am – 2:00 pm

Lunchroom Supervisors 11:00 am – 1:30 pm

Receptionist(s) 7:30 am – 3:30 pm

8:30 am – 4:30 pm

Secretaries 8:00 am – 4:00 pm ( *12-month employees*)

### **Regular Full-Time**

Generally, employees who are scheduled to work at *twenty-five (25)* or more hours per week on a consistent basis are considered by the District to be regular full-time employees; anything less is part time. Regular full-time employees are paid on a salary basis. Regular full-time employees are eligible to participate in all District benefit programs, subject to the terms, conditions and limitations of each program.

Non-exempt employees (as defined by the Fair Labor Standards Act): are required to receive overtime pay (1-1/2 times their regular rate of pay) for hours worked in excess of 40 hours in any workweek. All overtime, or extra duty, must be approved in advance by the Superintendent, or designee. Sick and personal days used are not counted toward the completion of a forty hour week.

Exempt employees: (as defined by the Fair Labor Standards Act): are not required to be paid overtime under the Fair Labor Standards Act.

### **Regular Part-Time**

Generally, employees who consistently work less than *twenty-five (25)* hours per week are considered by the District to be regular part-time employees. The Superintendent will make recommendations to the Board to determine hours based on District needs and budget consideration. Part-time employees are paid based on their scheduled hours *actually* worked each pay period. Part-time employees are not eligible for insurance benefits.

### **Emergency Condition Days**

When school is closed because of an emergency or severe weather, 12-month employees will be expected to report to work as soon as possible, unless they have been notified otherwise. Employees not reporting to work may exercise one of the following options:

- Pay dock for the day
- use a vacation day (12-month employees)
- use a personal day

If employees are sent home from work during the day because of an emergency closing, they will be paid for their normal work day.

## Emergencies and Closings

### Emergency Response and Procedures

The Emergency evacuation plans are posted in each room in the building. The school is required to have a designated number of fire, tornado, bus evacuation, and intruder drills each school year. You will receive instructions on how to respond when these drills are conducted. All employees of District 93 are required to participate in school drills.

### Weather Emergencies - Closings

All staff will be notified, by telephone, through the District website, and/or other mass communication systems, of weather emergency school closings.

## ID/Access Cards

To ensure maximum security on District premises, employees are issued an employee identification card with their photograph and a building access card. **Employee should enter the building by using their access card.**

Carry your ID and access card with you at all times. You may be asked to present it to:

- Prove that you are an employee
- Gain admittance to premises

If your ID/access card is lost or stolen, you must report it immediately to your supervisor. You should also request a replacement card if your card is damaged or if your name changes.

Employees who leave the District must return their ID/access cards on their last day worked.

### Leaving the Building

Employees may leave the building during working hours, upon notifying their immediate supervisor.

Employees may leave the building during an approved lunch period as long as they sign out, and the time out of the building does not exceed the allotted time for lunch.

## **CONFIDENTIAL INFORMATION**

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During the course of your employment at the District, confidential information may be available to you (i.e., student information, technical facts and research information, financial facts and figures, business operations, and/or other related information), along with personal information pertaining to your employment (such as salary, performance, raises, etc.). No employee may use, furnish or divulge to anyone such information except in the furtherance of his or her job duties with the District. Should an employee leave the District for any reason, he or she must immediately deliver to the District all copies of any District-related and/or confidential information in the employee's possession and no such confidential information may be disseminated, exploited, or used outside of the District's premises. No one is permitted to remove or make copies of any the District records, reports, or documents without prior management approval. Any employee in violation of this policy may be subject to disciplinary action, up to and including immediate discharge.

[Board Policy 5:130 – Responsibility Concerning Internal Information](#)

## **COMPENSATION PLAN**

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Each year the Board of Education shall establish wages for District personnel not covered by a collective bargaining agreement. Salary increases are recommended yearly, by the Superintendent, based on an employee's evaluation of their competency, and ability to perform their assigned duties and responsibilities.

### **Payday**

Pay dates are the 15<sup>th</sup> and the 30<sup>th</sup> of each month. If the 15<sup>th</sup> or the 30<sup>th</sup> fall on a weekend, payday is the Friday preceding.

Employees shall have their check directly deposited into a checking or savings account. Instead of receiving a check each payday, you can view your earnings, for each pay period, including

deductions made from your gross earnings, and your net pay, through the District Employee Information System (EIS).

### Timecards

District 93 utilizes timecards to verify hours and days employees perform their work. The following positions are required to use time cards on a daily basis:

- Paraprofessionals
- Kitchen Assistants
- Custodial/Maintenance
- Lunchroom Supervisors
- Receptionist

The time clock located in the main office, next to the mailboxes, will be used by paraprofessionals, lunchroom supervisors, and the receptionists. The time clock located outside of the maintenance office will be used by the custodial/maintenance staff, and the kitchen assistants. Employees should punch in at their scheduled start time in the morning, but no earlier than 10 minutes before, and punch out at the end of their scheduled workday, but no later than 10 minutes after. Pre-labeled time cards will be supplied, and employees must sign their card at the end of each pay period.

As defined by the Fair Labor Standards Act, employees that punch in 8 minutes after their scheduled start time will be docked to the next quarter hour. The District's grace period is the first 7 minutes of the scheduled work day.

## **ILLINOIS MUNICIPAL RETIREMENT FUND (IMRF)**

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IMRF applies to employees who work an equivalent of four or more hours per day (minimum of 600 hours per year), with the Board of Education paying its share under Illinois State Law.

Death and disability benefits apply after one year of service under the IMRF. The IMRF death benefit is equal to the amount of the employee's earnings for the last twelve months, plus a refund of all employee contributions with interest.

### **IMRF Disability Benefits**

To be eligible for disability benefits, you must have contributed to IMRF for at least one year immediately preceding your disability, be under age 70, and your employer must have stopped all wage payments to you. IMRF disability benefits cannot be granted until a member's disability has been determined by IMRF. This determination is based upon medical reports and other evidence related to the member's disability. The disability for which benefits are claimed cannot be the result of a condition which existed prior to the date membership in IMRF began. (This pre-existing exclusion is waived if the member has five years IMRF service without a disability claim.)

An application should be filed when it is determined that the member will be disabled for more than 30 consecutive calendar days. The following forms must be submitted:

- a. Application for Disability Benefits – completed by the employee;
- b. Employer's Certification of Disability – completed by the Business Office;
- c. Physician's Certificate – completed by your doctor;
- d. Birth Certificate or other acceptable evidence of birth date.

Forms are available through the Business Office.

Disability payments are equal to 50% of your average monthly earnings. These payments may be offset by other disability payments such as those from Social Security. The duration of the temporary disability payments is limited to one-half of your credited service under IMRF, but in no case for more than 30 months of disability.

If an injury or illness is considered total and permanent, you are eligible for IMRF's Total and Permanent Disability payments after you have exhausted your temporary disability benefits.

### **Refund of Contributions**

You may apply for a refund of your contributions when you stop working if you:

- a. are under age 55, irrespective of length of service;
- b. have less than 8 years of service, irrespective of age;
- c. are over 55 with a pension of less than \$30.00 a month.
- d. Call the Business Services Office for refund applications forms.

## Pension

You **must** meet the following qualifications to apply for your IMRF pension:

- a. Have at least 8 years of service credit;
- b. Be at least 55 years old. The full amount of the pension will be paid if you are 60 years of age or more. If you retire with less than 30 years of service and the pension starts between ages 55 and 60, it is reduced one-half percent ( $\frac{1}{4}\%$ ) for each month you are under age 60.
- c. Not be working in any job which requires you to be an IMRF participating member. Any unused sick days may be used for additional service credit. Every 20 days of unused sick leave will give the retiree one additional month of service credit through IMRF, with a maximum of one (1) year of credit.

For additional information explaining all benefits, refer to the Illinois Municipal Retirement Fund leaflet given to all employees or call the Business Services Office at the Administration Center.

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## TEACHERS RETIREMENT SYSTEM (TRS)

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The District participates in the Teachers' Retirement System of the State of Illinois (TRS). TRS is a cost-sharing defined benefit pension plan that was created by the Illinois Legislature for the benefit of Illinois public school teachers. The Illinois Pension Code outlines the benefit provisions of TRS.

TRS members include all active employees who are employed by a TRS-covered employer to provide services for which certification is required. The employee contribution of 9.0 percent\* of creditable earnings, is paid by the employee, and submitted to TRS by the District.

**\*subject to change**

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## VACATION – NON ADMINISTRATOR

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

<u>From</u>	<u>To</u>	<u>Vacation Leave Earned Per Year*</u>
Beginning of year 2**	End of year 5**	10 Days per year ( <i>maximum</i> )
Beginning of year 6**		15 Days per year ( <i>maximum</i> )

\*Are taken in half or whole day(s)

\*\*Years of full-time employment

A new employee's vacation time shall be prorated for the time between their first day of employment and the start of the next fiscal 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; they do not accumulate. Employees resigning or whose employment is terminated are entitled to the monetary equivalent of all earned vacation.

## PAID HOLIDAYS

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District approved paid school holidays for 12-month full-time employees currently include: Labor Day, Columbus Day, Thanksgiving (Wednesday, Thursday, Friday), Christmas, New Year's, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, and Independence Day.

Holidays which occur on Saturday and/or Sunday shall be taken on the preceding Friday or succeeding Monday, provided school is not in session.

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

Eligible employees whose religious holidays are not observed on the regular school calendar as legal holidays shall be permitted to take up to two (2) days annually without loss of pay. Written notice shall be provided to the Superintendent or his/her designee at least two (2) attendance days in advance of the leave.

## LEAVES OF ABSENCE

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### SICK LEAVE\*

Support personnel receive sick and bereavement leave benefits under the same terms and conditions as those covered by the current Agreement between the Board of Education of Hillside School District No. 93 and the Hillside Education Association, IEA-NEA.

1 - 9 years of service - Twelve (12) days sick leave to eligible full-time employees each year, *prorated the first year of employment (1- 1/3 day per month).*

10+ years of service – Fourteen (14) days sick leave to eligible full-time employees.

\*Sick leave is taken in half or whole day(s)

\*\*Sick leave is defined as personal illness, quarantine at home, serious illness or death in the immediate family or household, or birth, adoption, or placement of adoption, or to attend a medical appointment with a family member.

\*\*Amended under the Employee Sick Leave Act 820 ILCS 191/, added by P.A. 99- 841, eff. 1-1-17.

"For the purposes of this Section, 'immediate family' shall include parents, spouse, domestic partner, brothers, sisters, children (biological, adopted, stepchild or legal ward), grandparents, grandchildren, parent-in-law, brothers-in-law, stepparent, sisters-in-law, and legal guardians."

The unused portion of such sick leave shall be cumulative to three hundred and forty (340) days maximum leave.

Eligible part-time employees (working at least 15 - 24 hours per week) are entitled to **prorated** sick leave days.

## RETURNING TO WORK

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An employee who has been absent from work for three (3) consecutive days, or longer, because of illness or injury must have the attending physician's release in writing, before returning to work. Continued illness also will require periodic updates from the attending physician, as permitted by law. Limitations on work activity must be documented by the physician.

### **Personal Leave\***

Three (3) personal days are issued to eligible full-time employees each year, without loss of pay for matters which cannot be handled during the non-school days or hours.

Personal days:

- Are taken in half or whole day(s)
- Cannot be taken on a day immediately preceding or following a school vacation, holiday, or recess period or during the first five (5) days at the beginning and of the school year or the last five (5) at the end of the school year, provided however that this restriction shall not apply to a religious holiday of the employee's faith or to an emergency or "life event" (such as anniversaries, house closing, school events, weddings, college graduation) which is substantiated and approved by the Superintendent.
- Must be requested at least two (2) attendance days prior, except in the case of an emergency.
- Unused, rollover as sick days
- Regarding "life events", please refer to the HEA contract - Article VII – 7.2

\*Eligible part-time employees (working at least 15 - 24 hours per week) are entitled to one (1) personal leave day per year. In the first year of employment, the personal day is earned after 6 months.

### **Bereavement Leave\***

Two (2) bereavement leave days shall be granted annually, without loss of salary or deduction of accumulated sick leave. Bereavement leave may be used for death in the immediate or non-immediate family, or for friends. Notice, indicating the date for such leave, shall be made to the Aesop system.

**\*Are taken in half or whole day(s)**

Eligible part-time employees (working at least 15 - 24 hours per week) are entitled to one (1) bereavement leave day per year. In the first year of employment, the bereavement day is earned after 6 months.

## **Maternity Leave**

Employees may take up to eight weeks' leave for recovery from childbirth, unless the employee is eligible to take leave under the FMLA (defined below), at which time she is eligible to take a total of twelve weeks' leave. Paid leave may be used in conjunction with maternity leave. The District may require the employee to exhaust accrued vacation time before accrued sick time is used. If vacation time is not available or exhausted, the employee may elect to use accrued sick time in order to receive pay while on maternity leave. A written notice requesting maternity leave, accompanied by a physician's note confirming the pregnancy, must be submitted to Superintendent. Also, refer to Section 7.1 and 7.4 of the union contract, as well as the Family and Medical Leave Act (FMLA) of 1993.

As members of the Illinois Municipal Retirement Fund (IMRF), employees may be eligible for temporary disability benefits as outlined in the IMRF benefit section. Contact the Business Office for IMRF forms or questions regarding disability.

## **Family and Medical Leave**

The District is committed to compliance with the Family and Medical Leave Act of 1993 (FMLA). The FMLA allows certain employees to obtain unpaid leaves of absences for certain family and medical reasons for up to 12 weeks per year, with job protection and no loss of service accumulated prior to the commencement of the leave, provided the employee returns to work.

## **Eligibility**

To be eligible for leave under the FMLA, an employee must:

1. have been employed by the District for a total of at least 12 months;
2. have worked at least 1,250 hours during the twelve months before commencement of the leave; and
3. be employed at a work site with 50 or more employees, or where 50 or more employees are located within 75 miles of the work site.

## **Available Family and Medical Leave**

### **A. Generally**

The District will grant an eligible employee up to a total of 12 work weeks of unpaid leave during any 12-month period for one or more of the following reasons:

- for the birth and care of a newborn child of the employee;
- for placement with the employee of a son or daughter for adoption or foster care;
- to care for a spouse, son, daughter, or parent with a serious health condition;
- to take medical leave when the employee is unable to work because of a serious health condition; or
- for qualifying exigencies arising out of the fact that the employee's spouse, son, daughter, or parent is on active duty or call to active duty status as a member of the National Guard or Reserves in support of a contingency operation.

For the purposes of this policy, the District will use a "rolling" 12-month period measured backward from the date an employee uses any FMLA leave. Available leave is determined by subtracting the number of weeks of FMLA leave taken during this 12-month "look back" period from the 12-week total allowed.

Any leave taken for the birth or care of a child or the placement of a child for adoption or foster care must be completed within one year after the date of birth or placement,

## **B. Serious Health Conditions**

For the purposes of the FMLA, "**serious health condition**" means an illness, injury, impairment, or physical or mental condition that involves:

1. **in-patient care** (i.e., an overnight stay) in a hospital, hospice, or residential medical-care facility, or any period of incapacity or subsequent treatment connected with such in-patient care; or
2. **any period of incapacity** (i.e., inability to work, attend school, or perform other regular daily activities) which is:
  - **more than three consecutive calendar days and involves two or more treatments by (or under the supervision of) a health care provider**, or one treatment by a health care provider which results in a regimen of continuing treatment under the supervision of a health care provider; or
  - **Due to pregnancy or for prenatal care**; or
  - **due to a condition that requires periodic treatments by (or under the supervision of) a health care provider, over an extended period of time and may cause episodic**

rather than a continuing period of incapacity (a “chronic serious health condition” such as asthma, diabetes, migraines or epilepsy); or

- **permanent or long-term due to a condition for which treatment may not be effective, but for which the employee or family member is under the continuing supervision of a health care provider** (i.e., Alzheimer’s, or terminal stages of a disease; or
3. **any period of absence to receive multiple treatments by (or under the supervision of) a health care provider either for restorative surgery after an accident or injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days** in the absence of medical intervention or treatment such as cancer (i.e., chemotherapy, radiation, etc.) or kidney diseases (i.e., dialysis).

Ordinarily, unless complications arise, the common cold, earaches, nose bleeds, upset stomach, minor ulcers, headaches other than migraine, routine dental problems, and similar afflictions are not a “serious health condition” and, therefore, do not qualify for FMLA leave.

With regard to substance abuse (including alcohol abuse), FMLA leave may only be taken for treatment of substance abuse by (or on referral from) a health care provider. Absence caused by the employee’s use of the substance, rather than for treatment, does not qualify for FMLA leave.

### **C. Health Care Provider**

For the purposes of the FMLA, “health care provider” means:

- doctors of medicine or osteopathy authorized to practice medicine or surgery by the state in which the doctor practices; or
- podiatrists, dentists, clinical psychologists, optometrists and chiropractors (limited to manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice, and performing within the scope of their practice, under state law; or
- nurse practitioners, nurse-midwives and clinical social workers authorized to practice, and performing within the scope of their practice, as defined under state law; or
- Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts; or any other health care provider for whom the District or the

District's group health plan benefit manager will accept medical certification of the existence of a serious health condition to substantiate a claim for benefits.

#### **D. Where Husband and Wife Are Both District Employees**

If both the husband and wife are employed by the District and eligible for FMLA leave, they are permitted to take only a combined total of 12 weeks of leave during a 12-month period if leave is for the birth and care of a child, the placement of a child for adoption or foster care, or to care for a parent (not a parent-in-law) with a serious health condition.

#### **E. Reduced or Intermittent Leave**

An eligible employee who requests medical leave based upon the serious health condition of the employee or the employee's family member may request that such leave be taken on an intermittent or a reduced leave schedule. "Intermittent leave" is leave of one hour or more that is taken during any nonconsecutive time period (i.e., one week on, one week off). "Reduced leave" is leave that is taken by reducing the employee's normal working hours (i.e., from eight hours to four hours per day). A request for either intermittent or reduced leave will be granted only where medically necessary, as established by information requested by the District's FMLA medical certification form.

If such intermittent or reduced leave is foreseeable, the District may alter the employee's existing job (while maintaining existing pay and benefits), or may temporarily transfer the employee to a different position with equivalent pay and benefits, in order to best serve the District's operational needs during leave.

The District may consider requests for intermittent or reduced leave in conjunction with the birth, adoption or foster placement of a child, but the District is not obligated to grant such requests under any circumstances and will do so only at its sole discretion.

### **Procedures for Leave**

#### **A. Requesting a Leave**

An eligible employee must direct his or her request to take FMLA leave to the Human Resources Office and will be required to complete a "Request for Family/Medical Leave" form at that time.

If the need for leave is foreseeable, the employee must provide the District with at least 30 calendar days advance notice prior to the expected start of the leave. If 30 days advance notice is not possible, the employee must provide the District with as much advance notice as possible, ordinarily within one or two business days of when the need for leave becomes known to the employee. If required notice is not provided, the District may delay the start of the leave to the extent of any required notice period. If the employee is physically or mentally unable to notify the District, a member of employee's family or other representative must do so on the employee's behalf.

If leave is due to the serious health condition of the employee or the employee's family member, and is for planned medical treatment, the employee must attempt to schedule treatment so as not to unduly disrupt District operations.

In addition, if leave is due to the serious health condition of the employee or the employee's family member, the employee is required in all cases to provide a health care provider's certification of the serious health condition on a form that will be provided by the District at the time the request for leave is made. If leave is due to another reason, appropriate certification may be required. In any case, the completed certification must be submitted by the employee to the District within 15 calendar days after the District requests it.

With respect to the medical certification of a serious health condition, the District has the right to require the employee to obtain a second opinion at the District's expense. In the event of conflicting opinions, the District may require the employee to obtain certification from a third health care provider who is designated or approved jointly by the District and the employee, again at the District's expense. The third opinion will be final and binding.

#### **B. Approval of the Leave**

Ordinarily, the District will preliminarily notify the employee who properly has requested leave whether the request has been granted within two business days of learning the reason for the request. Upon submission of all required information and documents (e.g., medical certifications), the preliminary notice will become final unless revoked in writing by the District and, if necessary, replaced with another notification within two business days.

The District may designate an employee's leave as FMLA leave after the employee has returned to work where:

1. the District knows the reason for the leave but is waiting for the requested medical certification, as long as the District preliminarily designated the leave as FMLA leave as set forth above; or
2. the employee is absent for an FMLA reason and the District does not learn the reason for the absence until after the employee's return to work, as long as the leave is so designated within two business days of learning the reason for the absence, with appropriate notice to the employee.

If leave is taken for an FMLA reason and has not been so designated by the District, but the employee desires that the leave be counted as FMLA leave, the employee must notify the District within two business days of returning to work. If timely notice is not provided by the employee, the employee may not subsequently assert FMLA protections for the absence.

#### **C. Substitution of Paid Leave**

Paid leave may be used in conjunction with FMLA. The District may require the employee to exhaust accrued vacation time before accrued sick time is used. If vacation time is not available or exhausted, the employee may elect to use accrued sick time in order to receive pay while on FMLA. In addition, if the requested leave is due to the serious health condition of the employee, any salary continuation benefits for which the employee is otherwise eligible pursuant to IMRF, a disability benefit plan or workers' compensation law, may be used in conjunction with paid vacation or other paid personal time, provided that total payments do not exceed 100% of normal base pay.

#### **D. Reporting Requirements During The Leave**

During FMLA leave, the employee is required to maintain contact with the Superintendent and Business Office to verify their status and their intent to return to work.

Where the leave is due to the serious health condition of the employee or the employee's family member, the District may require subsequent recertification of the serious medical condition on a reasonable basis (generally not more often than every 30 days), and will require recertification if

the employee requests a leave extension, circumstances otherwise change significantly, or the District receives information that casts doubt upon the employee's stated reason for the absence.

The employee is responsible for timely requesting any desired extension of FMLA leave. Extension of a leave should be requested, if circumstances allow, at least seven days prior to the expiration of the initial leave.

#### **E. Requirements Prior To Return From Leave**

Where the leave is based upon the employee's own serious health condition, the employee must provide medical certification that the employee is able to return to work before the employee will be permitted to return to work.

In instances where the employee returns to work, and the above criteria has not been met, the employee may be sent home, without pay, until documentation is submitted to Business Office.

#### **Status Of Employee Benefits During Leave of Absence**

The District will maintain and pay for an eligible employee's group health insurance coverage (including dependent coverage) during the period of an FMLA leave, under the same terms and conditions as if the employee had continued to work, unless and until the employee declares an intent not to return to work following the leave. The employee must make arrangements with the District for payment of the employee's share of the health insurance premium during the leave period (which in any event cannot exceed the amount the employee would have paid for coverage if the employee had continued to work). Employees who do not comply with premium payment obligations during the leave period may be dropped from plan coverage until such time as the leave period terminates and they return to work.

Consistent with District policy regarding all types of leave, employees on FMLA leave will not continue to accrue vacation during the period of the leave.

In the event an employee informs the District of an intent not to return to work from the leave, or otherwise fails to return to work upon completion of the leave, the District may recover from the employee the premiums paid by the District during the leave to maintain the employee's group health insurance coverage, unless the failure to return to work was due to the recurrence or onset of a serious health condition, or was otherwise beyond the employee's control.

### **Reinstatement At The Conclusion Of The Leave**

An employee who timely returns from FMLA leave and who used the leave for the stated purpose will be reinstated to the same position that the employee would have held had the employee not taken leave, or to an equivalent position with equivalent benefits, pay and other terms and conditions of employment, unless the employee would no longer be employed had the employee not taken leave. In addition, an employee's use of FMLA leave will not result in the loss of any employment benefit that the employee earned or was entitled to before using FMLA leave.

### **Prohibitions**

Consistent with the District's policy regarding all types of leave, the following conduct is strictly prohibited in relation to FMLA leave:

- Engaging in fraud, misrepresentation or providing false information to the District or any health care provider.
- Having other employment during the leave, without prior written approval from the District.
- Failure to comply with the employee's obligations under this policy.
- Failure to timely return from the leave.

Employees who engage in such conduct will be subject to loss of benefits, denial or termination of leave, and discipline, up to and including discharge.

### **Application of State and Local Laws**

The District recognizes the co-existence of state and/or local laws regarding family and medical leave. Where such laws apply and provide greater family or medical leave rights than the FMLA, the District will comply with those laws.

### **The District's Commitment**

The District will not interfere with, restrain, or deny the exercise of any right provided by the FMLA, nor will it discharge or discriminate against any individual for opposing any practice or involvement in any proceeding related to FMLA.

### **Military Leave**

Employees who are called or volunteer for active duty in the Armed Forces or National Guard of the United States (or who are involved in training as a member of the reserves) will be granted a leave of absence for any such active duty, to the full extent required by applicable law. With certain exceptions, the law generally provides that any person who is absent from a position of employment by reason of service in the uniformed service shall be entitled to re-employment and certain other employment benefits if the person has given advance notice of such service; the cumulative length of all absences for such reasons does not exceed five years; and the person reports for re-employment within the time required by law. Further details regarding these matters can be obtained from the Business Office.

Upon completion of military service, the employee will be re-employed by the District to the extent required by applicable law. In order to qualify for re-employment, the employee must submit an application for re-employment within 90 days following completion of service (unless such is impossible or unreasonable, and then, as soon as possible).

An individual returning from military leave will be re-employed in a position that he or she would have attained if continuously employed (if qualified), or in the last position held by the employee, or (if the service was for more than 90 days) in a position of like seniority, status and pay, unless the District's circumstances have changed so as to make such re-employment impossible or unreasonable.

### **Family Military Leave**

Under the Illinois Family Military Leave Act, eligible employees who are the spouses or parents of a person called to state or federal military service lasting longer than 30 days are eligible for leave up to 30 days.

An employee is eligible if he or she has worked at least 12 months and at least 1,250 hours in the 12 months immediately preceding the requested leave. Furthermore, an employee must first exhaust all of his or her accrued vacation, personal and/or compensatory leave (except sick and/or disability leave) before the employee is eligible for family military leave under the Act.

## **Military Family Leave Entitlements**

**Military Caregiver Leave:** The District will grant an eligible employee who is a spouse, son, daughter, parent, or next of kin of a covered service member with a serious injury or illness up to a total of 26 work weeks of unpaid leave during a “single 12-month period” to care for the service member. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness. A serious injury or illness is one that was incurred by a service member in the line of duty on active duty that may render the service member medically unfit to perform the duties of his or her office, grade, rank, or rating. The “single 12-month period” for leave to care for a covered service member with a serious injury or illness begins on the first day the employee takes leave for this reason and ends 12 months later, regardless of the 12-month period established by the employer for other types of FMLA leave. An eligible employee is limited to a combined total of 26 work weeks of leave for any FMLA-qualifying reason during the “single 12-month period.” (Only 12 of the 26 weeks total may be for a FMLA-qualifying reason other than to care for a covered service member.)

**Qualifying Exigency Leave:** The District will grant an eligible employee up to a total of 12 work weeks of unpaid leave during the normal 12-month period established by the District for FMLA leave for qualifying exigencies arising out of the fact that the employee’s spouse, son, daughter, or parent is on active duty, or has been notified of an impending call or order to active duty, in support of a contingency operation. Under the terms of the statute, qualifying exigency leave is available to a family member of a military member in the National Guard or Reserves; it does not extend to family members of military members in the Regular Armed Forces.

Qualifying exigencies include:

- Issue arising from a covered military member’s short notice deployment (i.e., deployment on seven or less days of notice) for a period of seven days from the date of notification;
- Military events and related activities, such as official ceremonies, programs, or events sponsored by the military or family support or assistance programs and informational briefings sponsored or promoted by the military, military service organizations, or the American Red Cross that are related to the active duty or call to active duty status of a covered military member;

- Certain childcare and related activities arising from the active duty or call to active duty status of a covered military member, such as arranging for alternative childcare, providing childcare on a non-routine, urgent, immediate need basis, enrolling or transferring a child in a new school or day care facility, and attending certain meetings at a school or day care facility if they are necessary due to circumstances arising from the active duty or call to active duty of the covered military member;
- Making or updating financial and legal arrangements to address a covered military member's absence;
- Attending counseling provided by someone other than a health care provider for oneself, the covered military member, or the child of the covered military member, the need for which arises from the active duty or call to active duty status of the covered military member;
- Taking up to five days of leave to spend time with a covered military member who is on short-term temporary, rest and recuperation leave during deployment;
- Attending to certain post-deployment activities, including attending arrival ceremonies, reintegration briefings and events, and other official ceremonies or programs sponsored by the military for a period of 90 days following the termination of the covered military member's active duty status, and addressing issues arising from the death of a covered military member;
- Any other event that the employee and employer agree is a qualifying exigency.
- If both spouses are employed by the District, they are limited to a *combined* total of 26 work weeks in a "single 12-month period" if the leave is to care for a covered service member with a serious injury or illness, and for the birth and care of a newborn child, for placement of a child for adoption or foster care, or to care for a parent who has a serious health condition.

FMLA leave may be taken intermittently whenever medically necessary to care for a covered service member with a serious injury or illness. FMLA leave also may be taken intermittently for a qualifying exigency arising out of the active duty status or call to active duty of a covered military member. When leave is needed for planned medical treatment, the employee must make a reasonable effort to schedule treatment so as not to unduly disrupt the employee's work schedule.

#### **Board Policy 5:185 – Family and Medical Leave**

### **Victims' Economic Security and Safety Act**

In recent years, domestic and sexual violence have become a major concern throughout the country. In an effort to provide time off from work as necessary to address these issues, the Illinois legislature has enacted the Victims' Economic Security and Safety Act (VESSA). VESSA provides that employees who are victims of domestic or sexual violence may, under certain circumstances, take up to 12 weeks of leave from work on an unpaid basis during any 12-month period in order to address these issues. Please contact the Human Resources Office for further information about taking leave as provided by VESSA.

### **Time Off to Vote**

Illinois law now provides all employees, upon at least one day's notice, up to two paid hours during the work day to vote. The leave is applicable to all scheduled and special elections, including primaries. To be eligible for this paid leave, an employee's working hours must begin less than two hours after the opening of the polls and end less than two hours before the closing of the polls.

### **Jury Duty**

The District strongly encourages all employees to fulfill their civic obligation to serve on jury duty. In order to reduce the possibility of loss of income as a result of jury duty, employees who are summoned for jury duty will receive their regular pay, provided that the employee reimburses the Board the fee received for such jury duty (*less that portion of the fee for meals and mileage*). An employee called for jury duty must present his or her supervisor with a copy of the jury summons in advance of the jury duty dates.

### **SCHOOL VISITATION LEAVE**

An eligible professional staff is entitled to eight (8) hours of unpaid leave, during any school year, to attend school conferences or special classroom activities that cannot be scheduled during non-work hours. School activities do not include extracurricular activities, such as school sporting events, fund-raisers, etc. *No more than four of the eight hours of leave may be taken on any one day.*

Eligible employees must:

- Have exhausted all accrued vacation days, personal and compensatory time, and any other leave that may be granted, *except sick and disability*, prior to requesting a leave.

An employee requesting a leave must provide a written request to his/her Principal/Supervisor at least seven days in advance. In emergency situation such as school disciplinary matters, only 24 hours' notice is required. Employees are required to submit written documentation within

## INSURANCE

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Following is a brief description of the current eligibility requirements and current benefits provided under each plan. The benefits described in this Handbook are offered to eligible employees subject to the conditions of eligibility and other terms established by the benefit plan. The precise terms and conditions of these benefits are governed by the Plan documents, and to the extent that the following brief description is incomplete or inconsistent with the Plan documents, the Plan documents control. You may review the Plan documents for any of these benefits by contacting the Business Office.

### Health Insurance

The District provides a comprehensive health insurance program with several different medical plan options to meet your needs and those of your family. These options include a four-tier choice among three (3) types of medical plans they are: HMO, PPO, PPO/HSA:

Tier 1:	Employee - (EE)	Tier 3: Employee + Spouse - (ES)
Tier 2:	Employee + Child(ren) – (EC)	Tier 4: Family - (EFAMILY)

### Eligibility

In general, full-time\* employees are eligible for coverage the first of the month following the date of hire. You may choose to cover your eligible dependents through the same medical option under which you are covered. Eligible dependents are your spouse and your children, to age 26.

Each covered employee shall contribute, if applicable, on a per-pay-period basis, a percentage of the unit cost for each health insurance plan option.

The unit cost for each health insurance plan option shall be determined on a yearly basis and shall be effective July 1 of each year.

**\*For determining medical coverage eligibility, for full-time employees, in accordance with the Affordable Care Act, the following shall be established:**

- The Standard Measurement Period will be April 30<sup>th</sup> – May 1<sup>st</sup> of each year.
- The Administrative Period will be May 1<sup>st</sup> - June 30<sup>th</sup> of each year.
- The Stability Period will be July 1<sup>st</sup> – June 30<sup>th</sup> following the administrative period.

### **Dental Insurance**

For dental coverage, full-time employees are offered Tier 1-4 coverage. Refer to Dental Plan document for benefit provisions.

### **Vision Insurance**

For vision coverage, full-time employees are offered Tier 1-4 coverage (*at their expense*). Refer to plan document for benefit provisions.

### **Life Insurance**

The Board will pay the premium for life insurance coverage for full-time 12-month employees and 10-month employees working at least 25 hours per week. The amount of insurance will equal two times (2x) the individual's base salary, rounded to the nearest \$1,000 (maximum \$100,000). The life insurance policy includes accidental death or dismemberment. Additional optional coverage will be available at the expense of the employee for those who provide evidence of insurability, if not elected when first hired.

### **Workers' Compensation Insurance**

All District employees are covered by worker's compensation insurance for injuries that occur at work, in accordance with Illinois law. This coverage includes bills from hospitals, doctors, and other costs due to the injury, as well as payment for loss of wages under certain conditions. Please follow this procedure if injured:

- A. Report the injury to your supervisor immediately, **within 24 hours** of the accident.
- B. Contact the Business Office and complete the appropriate forms. These forms must be forwarded to the Business Office **within 24 hours**.

- C. Go to the doctor immediately if you question the seriousness of the injury.
- D. Notify your doctor and/or the hospital that the injury occurred at work.
- E. Copies of expenses should be sent to the Business Office. Reimbursements for all expenses incurred due to the injury are paid upon receipt of the bills. Statements received from doctors and/or hospitals also should be forwarded to the Business Office.

### **Continuation of Coverage (COBRA)**

Continuation of health and dental insurance coverage may be available at the employee's cost after termination of employment. For more information, contact the Business Office.

## **FLEXIBLE BENEFIT PLANS**

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The District participates in a flexible benefit plan as authorized by Section 125 of the Internal Revenue Code (I.R.C.). Flexible benefit plans are designed to reduce an employee's income tax liability. The liability is reduced by a pre-tax deduction from the employee's gross salary for out-of-pocket medical, dental, and dependent care expenses incurred by the employee. The employee achieves savings because they are able to pay for eligible expenses with pre-tax dollars, i.e., before federal and state income taxes are deducted. Employees participating in the plan direct the District to deduct contributions in equal amounts from their paychecks on a pre-tax basis.

The flexible benefit plan will have three basic options for employees:

1. Premium Conversion Option - Allows an employee to pay their share of premiums for health and/or dental insurance with pre-tax dollars. With this option, premium payments are deducted from gross salary before taxes. This method lowers the employee's taxable income which, in turn, lowers the amount of federal and state taxes (and social security taxes and Medicare if applicable) deducted.
2. Medical Reimbursement Account Option - This plan establishes a method to tax shelter monies into individual accounts to pay for out-of-pocket expenses incurred by employees for medical and dental expenses. Individual accounts are set-up for employees which they may use to pay for medical and dental expenses not reimbursed

by insurance. Employees elect a specific dollar amount to be deducted from their pay on a pre-tax basis to fund the medical reimbursement account. By law, medical reimbursement accounts may not exceed \$2,500 per plan year.

3. Dependent Care Reimbursement Option - This plan provides for reimbursement for certain dependent care expenses for eligible children/or other dependents. These expenses must be incurred in order to allow an employee or spouse to work, unless the spouse is a full-time student or incapable of self-care. Dependent care expenses are covered if the dependent is under age 13 or is physically or mentally handicapped. Individual accounts, similar to the medical reimbursement accounts, are set up for employees from which they may use to pay for dependent care expenses. By law, dependent care accounts may not exceed \$5,000 per plan year.

Further information is available from the Business Office.

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## TUITION REIMBURSEMENT

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Tuition reimbursement is available for full-time employees. Courses must be job related, approved by the Superintendent in advance of class start date.

Proof of payment, and grade verification, grade “B” or better (copies of online report cards are acceptable), must be submitted to the District office for reimbursement, no later than two weeks after completion of the course.

The rate of reimbursement for tuition shall be the actual cost per semester hour or CPDU not to exceed the amounts set forth in the current teacher contract, up to a maximum of twelve (12) hours or 120 CPDU’s per year (September 1<sup>st</sup> – August 31<sup>st</sup>) of the next year, provided that such teacher is under contract with the District that year, and the succeeding year.

If a teacher should resign, after receiving tuition reimbursement, they will return to the District the amount they received that year.

## RETIREMENT SAVINGS BENEFITS

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District 93 is committed to providing retirement savings options to employees that will provide additional retirement income through the golden years.

Optional retirement savings opportunities are available through 403B tax-deferred annuity plans. The District allows the following annuity companies to offer 403B products to its employees (**at their expense**): AXA EQUITABLE, LINCOLN, FIDELITY, and SYMETRA.

## CONDUCT

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The District, like any other organization involving a substantial number of people working together, must have guidelines for acceptable conduct to ensure orderly operations and for the benefit and protection of the rights and safety of everyone. Certain guidelines established from time to time are published to promote a uniform understanding of acceptable and unacceptable conduct.

Acceptable conduct is basically good conduct, good character, moral behavior, and good judgment, along with common sense. Although you are free to resign at any time with or without cause and the District may terminate your employment at any time with or without cause, the following are some examples of conduct which will lead to disciplinary action, up to and including immediate discharge. This list of guidelines is not exhaustive, but merely a guide and is subject to change by the District at any time. Employees are expected to familiarize themselves with these Rules and adhere to them. These Rules are not necessarily listed in priority order and their ranking does not signify or diminish their importance. The District reserves the right to discipline or terminate for conduct other than that listed.

- Insubordination and/or direct disobedience to authority (supervisor, manager, etc.).
- Making false or misleading statements (oral or written) to an employee or other related party. This includes falsifying records, expense reports, or other acts of dishonesty.
- Theft or unauthorized removal or use of the property of District 93 or its employees or students.
- Discrimination or harassment on the basis of race, color, religion, creed, age, sex, national origin or ancestry, marital status, or status as disabled or Vietnam Era veteran, or handicapped person or sexual harassment. (See also the "Harassment" policy.)

- Releasing confidential information without prior management approval. (See also the “Confidential Information” policy.)
- Chronic, habitual, or excessive lateness or absenteeism or any type or other violation of District 93’s standards of attendance.
- Threatened or actual physical violence.
- Use of alcohol or drugs during work time (either in the office or while away on company business) or outside of work that interferes with your performance or endangers the safety and health of anyone at District 93 (except for medicine properly prescribed that does not endanger anyone).
- Possession or sale of illegal drugs.
- Organized gambling or disorderly or immoral conduct while the District 93 location; or other violations of law.
- Carrying any weapon while on school property or on any of its premises.
- Being convicted of any criminal offense (other than routine traffic violations and other minor infractions which do not in any way affect or reflect on District 93).
- The use of profane or abusive language.
- Causing injury to persons or damages to property by not performing your job properly.
- Violating safety, fire prevention, health, or security rules, policies, or practices.
- Acting in any manner which adversely affects the reputation of District 93.

## DISCIPLINE

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On occasion it may be necessary to discipline employees, including discharge, for proper cause. Serious offenses may result in suspension or immediate dismissal. Incidents which do not justify suspension or discharge may result in an oral or written reprimand. Repeat offenses for the same act may result in progressive discipline and/or dismissal. In imposing discipline, prior warnings, reports, and the employee’s overall record shall be taken into account.

Records of disciplinary actions shall be placed in the employee’s personnel file, subject to review and rebuttal by the employee.

## SOLICITATION AND DISTRIBUTION

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In order to prevent undue disruptions in the workplace, and in order to protect individuals from harassment and interference with their work, the following rules regarding solicitation and distribution of literature have been established by the District:

1. No employee may solicit or distribute literature to another employee for any purpose anywhere on District property during the working time of either employee.
2. No employee may distribute or post literature in working areas of the District at any time.
3. Authorized visitors and other persons who are not employed by the District are not permitted to distribute literature or solicit employees anywhere on District property at any time.

## RESTRICTED SMOKING

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Illinois law prohibits the use of tobacco in and on school district facilities and property. All District buildings and property are *tobacco-free*.

“Tobacco” shall mean cigarette, *electronic* cigarette, cigar, pipe, or tobacco in any form including but not limited to smokeless tobacco which is any loose, cut shredded, ground powdered, compressed, or leaf tobacco that is intended to be placed in the mouth without being smoked.

## EXPECTATIONS AND EVALUATION

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Development and application of job knowledge and work skills is necessary to continually attain the results required by the assigned job. Employees are expected to report to their assigned jobs/buildings on time and ready for work. A positive attitude is necessary for consistent and safe performance of assigned responsibilities.

For support staff, in order for employees to gain a better understanding of their jobs and performance expectations, appropriate and effective evaluation must take place. Opportunities for encouragement and direction by supervisors arise on a daily basis. Employees will be notified of any problems in their performance during the work year. Each employee will be given an

opportunity to discuss any evaluation made by a supervisor. The employee shall have the right to attach comments to any evaluation, which shall be dated and signed by the parties. Please refer to page 6, the section titled "At-Will Employment".

Depending on the position, formal evaluation procedures will take place in the spring or winter of each year, summarized with a meeting and performance review by the Principal and/or the immediate supervisor. The evaluation document will be reviewed and signed by both the employee and supervisor, acknowledging the meeting and review of the evaluation.

For certified staff please refer to the union contract.

## TERMINATION OF EMPLOYMENT

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If, for any reason, you consider resigning your employment at District 93 you are required to make such a request in writing to the Superintendent, with the effective date of your resignation.

The Superintendent shall present the resignation to the Board of Education at its next regularly scheduled meeting.

Ample notice shall be given, at least 30 days prior to the effective date of resignation. However, no teacher may resign during the school year in order to accept another position, without the consent of the Board.

When an employee terminates employment with the District, he/she must return all school property (if applicable).

Any employee who wishes to retire is encouraged to discuss his/her plans with the Superintendent or designee. Requests for early retirement require a minimum six month notice.

Educational Support Personnel refer to:

[Board Policy 5:290 – Employment Termination and Suspensions](#)

(Please Sign Below)

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## EMPLOYEE HANDBOOK

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I am aware that a copy of Hillside School District 93's Employee Handbook, specifying its policies, practices, and regulations, is posted on the District website. I agree to read the handbook and observe these policies, practices, and regulations during my employment with the District. I understand that it is my responsibility to be familiar with the contents of this Employee Handbook and to ask questions on any matters I do not understand.

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Employee Signature

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Date

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## EMPLOYEE MANDATORY TRAINING

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I will complete the annual mandatory training modules, which comply with state and federal guidelines that govern schools, through Global Compliance Network (GCN), by October 1<sup>st</sup>.

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Employee Signature

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Date

# NOTES

Updated 08/2018

# ACKNOWLEDGEMENT PAGE