

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

KANELAND COMMUNITY UNIT SCHOOL DISTRICT #302

Revised: June 1, 2011

Introduction

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

Much of what follows is common sense. However, some is also a product or requirement of federal and/or state law. Should you have questions or suggestions please submit them to the central office in writing. The contents of these policies are presented for employees' information. Unless otherwise indicated in a written contract between the employee and the District, a collective bargaining agreement, or the Illinois School Code, all personnel are considered employees at-will.

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

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

Section 1-Hiring Process and Employment Conditions

- A. Equal Employment Opportunity and Minority Recruitment: The School District shall provide equal employment opportunities to all persons regardless of their race, color, religion, creed, national origin, sex, sexual orientation, age, ancestry, marital status, arrest record, military status or unfavorable military discharge, citizenship status provided the individual is authorized to work in the United States, use of lawful products while not at work, being a victim of domestic or sexual violence, genetic information, physical or mental handicap or disability, if otherwise able to perform the essential functions of the job with reasonable accommodation and other legally protected categories. See Board Policy 5.10.
- B. Immigration Investigation: All newly hired employees must complete an Immigration and Naturalization Service Form I-9 no later than 3 business days following their first working day. If an individual is unable to provide the required documents to complete the Form I-9 within the 3-day period, the individual must present a receipt for the application of the documents within 3 days of the hire and present the required documents within 21 days of hire.
- C. Criminal Background Investigation: All employees must be fingerprinted before starting work, unless an exception has been approved.
- D. Abused and Neglected Child Reporting: A District employee who has reasonable cause to suspect that a student may be an abused or neglected child must report such a case to the Illinois Department of Children and Family Services (DCFS) child abuse Hotline number (1-800-25A-BUSE). The employee shall notify the Superintendent or Building Principal that a report has been made. See Board Policy 5.90.
- E. Physical Examinations: New employees must furnish evidence of physical fitness to perform assigned duties and freedom from communicable diseases, including tuberculosis. All physical fitness examinations and tests for tuberculosis must be performed by a physician licensed in Illinois, or any other state, to practice medicine and surgery in any of its branches. The physical examination and the tuberculin tests must have been taken by the employee no more than 90 days before the employee's submitting evidence of same to the Board of Education. Payment of salary may be withheld for failure to submit this information to the District as required.
- Any employee may be required to have additional examinations by a physician who is licensed in Illinois to practice medicine and surgery in all its branches if the examination is job-related and consistent with business necessity. The Board of Education will pay the expenses for such an examination.
See Board Policy 5.30.
- F. Employment At-Will: District employment is at-will, meaning that employment may be terminated by the District or employee at any time in accordance with Illinois law. Nothing in Board of Education policy is intended or should be construed as altering the employment at-will relationship. See Board Policy 5.270.
- G. Employment Termination and Suspensions: An employee facing possible termination or suspension may have questions about such things as resignations, retirement, reduction in force and recall, final paycheck and suspension. See Board Policy 5.290 for this information.
- H. Lunch Hours and Breaks: Any employee who works more than 3.75 hours per day is provided a one-half

hour duty free lunch. Employees will be offered a choice between a daily schedule (Schedule A) that does not include breaks and one (Schedule B) that includes 15 minute breaks in the morning and afternoon respectively. Break time will be unpaid. Therefore, the employee who chooses the schedule with breaks will leave their work station one-half hour later at the end of the day, compared to one who does not take breaks. This section does not apply to full-time employees in the Transportation or Maintenance Departments. Due to the nature of the work in these departments, employees are allowed either one-half hour lunch periods and paid 15-minute morning and afternoon breaks or a one-hour lunch period.

- I. Evaluations: The employee's supervisor will complete, at least annually, a performance report for the employee. Regular annual evaluations are to be completed on or before April 15th. See Board Policy 5.320.

Section 2-Employee Groups and Salary Calculations

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

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

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

- Transportation Bus Mechanic
- Transportation Bus Mechanic Helper
- Maintenance Person
- Maintenance/Grounds Person

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

- Administrative Assistant - Superintendent's Office
- Administrative Assistant - Business Office
- Payroll Administrator
- Accounts Payable Administrator
- Administrative Assistant - Special Education Services
- Assistant to Human Resource
- Benefits Coordinator
- Administrative Assistant - Fox Valley Career Center Director
- Technology Specialist
- Technology Secretary
- Information Systems Specialist
- Building Principal Secretary
- HS Treasurer
- HS Attendance
- HS Receptionist
- HS Guidance Secretary
- MS/HS Registrar
- MS Office Secretary

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

- Monitor (Lunch/Recess)
- Cafeteria Personnel (i.e. Cooks, Servers, Cashiers)

Health Assistant
Mail/Lunch Delivery Personnel
Crossing Guard Personnel

- D. Group D Employees: Group D includes employees who work a specific calendar schedule or are hired on a fluctuating schedule. The following are Group D categories:

Paraprofessional
Office Secretary (10 month)
Administrative Assistant – Transportation
FVCC Guidance Secretary
FVCC Health Assistant
FVCC Day Care Assistant
Library (LRC) Secretary
HS Athletic Office Secretary
Science Shelf Stocker
Head Cook

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

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

- F. School Closing: When school is closed due to an emergency situation (i.e., snow, lack of heat, etc.), the following will apply:

School year only/part time employees will make up the day, since students will do likewise.

In general, full time employees (i.e., 12 month/248 or 260 day employees) will not be required to work. Employees may work that day with their supervisor's approval and be granted a compensatory day at straight time. If they do not work, they will be forgiven this day, rather than be required to take a vacation or personal day. Full-time employees would be expected to work if a day were canceled due to a non-emergency reason that would not affect their ability or safety in relationship to getting to work (e.g., vandalism of buses).

Some full-time employees, primarily maintenance and transportation department staff, will be expected to attempt to get to work when schools are closed due to emergency circumstances, given the nature of their jobs. Assuming they work on such days, they will be granted an additional vacation day.

Section 3-Compensation

- A. **Amount of Compensation:** Unless an employee is salaried, the amount an employee is to be paid is based on the number of days/hours to be worked in a year plus any paid vacations and holidays. Again, these issues are determined by the category in which the employee's position falls.

- B. **Pay Periods:** Educational support personnel are paid on the 15th and the last day of the month. If either of these days fall on a weekend, holiday, or during a break, the date of payment shall be the last working day prior to the normal date of payment. The salary calculation for the year is paid in 24 equal pays for 12-month employees and bus drivers. School Year employees also have an option to receive their wages in 20 equal pays from September through June. However, employees with payroll deductions commonly required on a 12-month basis (insurance premium co-pays, IMRF insurance supplements, for example) must be paid over 24 equal pays. See Board Policy 5.270.

- C. **Pay Raises:** Typically, the Board will set salaries for these employees by July 1 for the new fiscal year.

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

Compensatory time-off is time during which the employee is not working and is, therefore, not counted as "hours worked" for purposes of overtime compensation. Vacation, sick leave, personal leave, and paid holidays will be counted toward the 40 hours per week required for overtime. See Board Policy 5.310.

Section 4-Benefits

- A. **Illinois Municipal Retirement Fund:** An employee hired in a position which normally requires performance of duty for 600 hours or more in the next 12 months must participate in the IMRF pension plan. The employee must contribute 4.5% of his or her gross salary. The district will contribute the percentage set by IMRF each year.
- B. **Insurance:** Twelve month employees employed for a minimum of 40 hours per week and the families of such employees may participate in the group health, dental, life, disability and accidental death & dismemberment insurance program provided through the district. The district will pay 95% of the premium to insure the employee and 75% of the cost to insure his/her dependents under the district's program. The employee's share of the premium will be paid through payroll deduction.

School-year employees working a minimum of 37.5 hours per week may participate in the insurance program provided through the district. The district will pay 95% of the premium to insure the employee and 50% of the cost to insure his/her dependents under the district's program. The employee's share of the premium will be paid through payroll deduction.

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

- C. **Tax Sheltered Annuities:** The District makes voluntary deductions for tax sheltered annuities at the employee's request.
- D. **Health Insurance Program for Retirees:** Educational Support Personnel who are eligible for the Employee Group Health Insurance Benefit per Section B above are also eligible for health insurance benefits upon retirement. In order to receive this retirement benefit, the employee must:
- Retire under I.M.R.F.
 - Have 10 or more continuous years of service in the District at the time of retirement in a position that is currently insurance eligible
 - Give the Board written notice no less than 12 months before retirement
 - Be participating in the Group Health Insurance Benefit Plan at the time of notice and elect to continue into retirement without interruption

Benefits are as follows:

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

< 250 days/year:

Health Insurance – Last Year	100% (Individual)	100% (Individual)	100% (Individual)
Health Insurance – Retiree	50% (Individual)	80% (Individual)	100% (Individual)

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

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

Section 5-Vacation, Emergency/Personal Leave and Holidays

All benefits are effective July 1 and prorated accordingly.

A. Holidays: Twelve-month employees will be paid for, but not be required to work on:

New Year's Day	Columbus Day
Martin Luther King Jr.'s Birthday	Labor Day
Abraham Lincoln's Birthday/President's Day	Thanksgiving Day
Day Before and After Thanksgiving	Christmas Eve Day
Memorial Day	Christmas Day
Independence Day	New Year's Eve Day

The District may require educational support personnel employees to work on a legal school holiday during an emergency or for the continued operation and maintenance of facilities or property. All Federal and State guidelines will be adhered to with respect to compensation.

When a paid holiday falls on a weekend or other non-work day, the employee shall be granted an additional day off unless the district provides for another day to be set aside for the holiday.

Should the district request and be granted a waiver from the Illinois State Board of Education for any of the above school-year holidays, ESP staff will be expected to work. Category A and B employees will be compensated with an additional vacation day for each holiday worked.

B. Vacation: 12-month employees shall be eligible for paid vacation days according to the following schedule:

Vacation is granted July 1 of each year. Vacation leave will be prorated (based on 10 days) from date of employment to July 1. Thereafter, vacation leave earned per year will be ten days until the completion of 10 full years (July 1-June 30). After year ten, 15 vacation days per year will be earned.

Employees with 20 or more years of service who give written notice to the Board of Education no less than twelve (12) months before the date of retirement will earn 20 days in their last year of employment. These days would be prorated if the retirement date is prior to June 30.

Vacation benefits do not begin until 12-month full-time employment begins. Full-time equivalency for previous continuous part-time service will be counted toward vacation after the fifth year of 12-month employment.

Employees may carryover vacation days for only six months after the July 1 anniversary date.

Vacation leave shall be figured on a working day basis. If a paid holiday occurs during the vacation leave, a vacation day will not be charged for the holiday. Vacation time will not accrue during any paid or unpaid leave.

Requests for vacations should be submitted to the employee's supervisor and must be approved by said supervisor and the Building Principal if applicable. See Board Policy 5.330.

C. Personal/Emergency Leave: Twelve-month educational support personnel have three personal/emergency leave days per year. The use of a personal day is subject to the following conditions:

1. Except in cases of emergency or unavoidable situations, personal leave requests should be submitted to the Building Principal or supervisor 48 hours in advance of the requested date.
2. Personal leave may not be used when the employee's absence would create an undue hardship.

Unused personal/emergency leave will be added to the employee's accumulated sick leave.

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

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

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

Personal leave, except in the case of emergency, shall not be granted on the first or last day of school, the day prior to or after school vacation/breaks (i.e. Thanksgiving, Winter Break, and Spring Break), or on holidays or institute days if such leave shall unduly impair the delivery of the District's programs and/or services. Persons holding positions which involve direct service to students, parents and/or teachers (e.g., school secretaries, instructional aides, etc.) are strongly discouraged from requesting personal leave at these times.

Section 6: Sick Leave, Child Rearing Leave and Family Medical

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

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

Sick leave includes personal illness, or as it may be deemed necessary in other cases, quarantine at home, or serious illness, or death in the immediate family or household (parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, daughters-in-law, sons-in-law, grandparents in-law, step parents, step children and legal guardians).

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

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

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

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

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

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

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

See Board Policy 5.185.

E. Sick Leave Bank:

1. Enrollment and participation in the educational support staff sick leave bank shall be voluntary.
2. The sick leave bank shall consist of the accumulation of contributed sick leave days and any balance of days in the bank on June 30th of each year.
3. All educational support personnel that earn sick leave days are eligible to participate in the sick leave bank.
4. A staff member may elect to join the sick leave bank within 10 days of employment. Once an employee has decided to join the sick leave bank they must participate until the end of their employment with Kaneland.
5. The sick leave bank would be funded as follows:
 - a. Each participant would contribute one sick leave day when they join.
 - b. Any sick days that are lost because of the sick leave cap will be added to the bank.
 - c. An additional day will be assessed whenever the total number of days in the bank is less than half the number of participating members. No more than two (2) days will be assessed per year. Employees who apply for and are approved for exemption due to extenuating circumstances may be excused from contributing.
6. This plan will be administered by the Assistant Superintendent for Human Resources and a representative from the educational support staff.
7. The committee will grant days from the sick leave bank using the following criteria:
 - a. The employee shall have exhausted his/her individual accumulated sick leave. The employee must submit a request for sick leave bank days within 10 days from the time sick leave has been exhausted.
 - b. Days from the sick leave bank may be used for the employee only.
 - c. The staff member must have an illness or accident requiring an absence of more than ten (10) consecutive working days.
 - d. The sick leave bank is intended to cover individuals that have a catastrophic illness or accident which would cause a financial hardship. Income coming from sources such as workers' compensation will be considered by the committee prior to making a decision. Medical reports will be required as deemed necessary and must be provided to receive a grant from the sick leave bank.
 - e. The maximum number of days granted for an illness or accident shall be thirty (30) days. A maximum grant per application will be twenty (20) days.
 - f. Members shall not be required to pay back the number of days awarded by the bank.

Section 7-Leave of Absence and Religious Leave

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

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

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

Section 8-General/Miscellaneous Information

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

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

- D. Reimbursement for Expenses: The Board of Education shall reimburse employees for expenses necessary for the performance of their duties which have been approved by the Superintendent or his/her designee. See Board Policy 5.60. Maintenance employees will be reimbursed for uniform expenses up to \$250 per year. Receipts are required for reimbursement.

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

Any employee who shall use their personal automobile when on school business shall be reimbursed at the rate of federal guidelines per mile.

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

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

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

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

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

District employees shall not let their political activities interfere with their job responsibilities. Students shall

not be used in any manner to promote a political candidate or issue.

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

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

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

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

- H. Personnel Records, Maintenance, and Access: The employees' personnel records shall be maintained in the District's administrative office, under the Superintendent's direct supervision. An employee will be given access to his or her personnel records according to guidelines developed by the Superintendent. See Board Policy 5.150.

- I. Release of Credit Information: Employees who want employment and salary or wage information released by the District must request so in writing, and an administrator must sign the released materials. Information provided by employees to a potential lender shall only be verified by phone. See Board Policy 5.160.

- J. Copyright For Publication or Sale of Instructional Materials and Computer Programs Developed By Employees: An employee who develops materials or programs on District time should apprise themselves of their rights and responsibilities under state law and Board policy. Board Policy 5.170.

Section 9-Handbook Review

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

Personnel

Harassment Policy

The school district is committed to a learning and workplace environment in which the dignity and worth of all individuals are respected. It is the policy of the Board of Education that harassment is unacceptable conduct and will not be tolerated.

No person, including a district employee, agent, volunteer or student, shall harass or intimidate another employee, student, or another person based upon a person's sex, color, race, religion, creed, ancestry, national origin, physical or mental disability, sexual or gender orientation, other protected group status or, pertaining to students, based upon class standing, activities, or affiliations. The district will not tolerate harassing or intimidating conduct whether verbal, physical, or visual, that affects material benefits of employment or education, that interferes with a student or employee's educational or work performance, that denigrates the reputation of the individual or school district, or that creates an intimidating, hostile, or offensive educational or work environment. Examples of prohibited conduct include, but are not limited to, name calling, using derogatory slurs, or wearing or possessing items depicting or implying hatred, ridicule, or prejudice of one of the characteristics or protected classes stated above.

Harassment is almost always a stressful experience for the victim. It violates personal rights, and it can have severe physical, emotional, and psychological impacts on the individual.

It can be a verbal or physical action on a single or repeated basis. Harassment is a matter of perception. An act that may not have been intended as harassment may actually constitute harassment in the eyes of the victim. The defining features are that the behavior is offensive or intimidating to the recipient and would be so regarded by any reasonable person.

Harassment includes:

- A. **Hostile Environment**: Hostile environment includes conduct that has the purpose or effect of:
 - 1. substantially interfering with an individual's work performance, or
 - 2. creating an intimidating, hostile, or offensive work environment.
- B. **Sexual Harassment**: Sexual harassment is a form of sex discrimination and occurs when a person is subjected to unwelcome behavior, language, or an environment that is sexual in nature.
- C. **Malicious Harassment**: Malicious harassment includes malicious and intentional conduct including, but not limited to, a person's perception of another's age, race, gender, color, creed, national origin, sexual orientation, religion, marital status, handicapping condition or status with regard to public assistance that:
 - 1) causes physical injury, or
 - 2) causes physical damage to or destruction of property, or
 - 3) threatens a person or group of persons or places the person(s) in reasonable fear or harm.

Words alone do not constitute malicious harassment unless the context surrounding the words indicates that the words are a threat.

District employees shall not make unwelcome sexual advances or request sexual favors or engage in any unwelcome conduct of a sexual nature when: (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; (2) submission to or rejection of such conduct

by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment. Sexual harassment prohibited by this policy includes verbal or physical conduct. The terms intimidating, hostile, or offensive include, but are not limited to, conduct that has the effect of humiliation, embarrassment, or discomfort. Sexual harassment will be evaluated in light of all the circumstances.

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

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

Employees should report claims of sexual harassment to the Nondiscrimination Coordinator and/or use the School Board policy 2.260, *Uniform Grievance Procedure*. Employees may choose to report to a person of the employee's same sex. Initiating a complaint of sexual harassment shall not adversely affect the complainant's employment, compensation, or work assignments.

There are no express time limits for initiating complaints and grievances under this policy; however, every effort should be made to file such complaints as soon as possible, while facts are known and potential witnesses are available.

Whom to Contact with a Report or Complaint

The Superintendent shall insert into this policy the names, addresses, and telephone numbers of the District's Complaint Managers.

District Complaint Managers:

Jeff Schuler
47W326 Keslinger Rd
Maple Park, IL 60151
(630) 365-4113

Fran Eggleston
47W326 Keslinger Rd
Maple Park, IL 60151
(630) 365-4113

The Superintendent shall also use reasonable measures to inform staff members and applicants of this policy, which shall include reprinting this policy in the appropriate handbooks.

All district employees have an obligation to ensure that harassment does not occur. Engaging in harassment will result in appropriate discipline or other appropriate sanctions. Anyone who engages in harassment on school property or at a school activity may have their access to school property and activities restricted.

District administrators who have knowledge of possible situations of harassment shall take immediate steps to investigate the conduct and take appropriate action to remedy the situation.

Employees who witness or have knowledge of possible situations of harassment involving others shall immediately refer such information to their supervisor, another district official, or building and/or district harassment complaint coordinators for appropriate action.

Employees, agents, volunteers or students who believe that they have been harassed are encouraged to use the district's harassment procedure.

There are no express time limits for initiating complaints and grievances under this policy; however, every effort should be made to file such complaints as soon as possible, while facts are known and potential witnesses are available.

Persons found to have been subjected to harassment will have appropriate school support services made reasonably available to them and adverse consequences of the harassment shall be reviewed and remedied.

Reprisal, retaliation, retribution or false accusations against anyone reporting or thoughts to have reported harassment is prohibited and will be treated as a serious violation of policy, regardless of whether any discrimination or harassment is substantiated. Any individual who makes a report of alleged harassment, which is later found upon investigation to be completely lacking credible evidence, shall be subject to disciplinary measures under the provisions of this policy.

The district shall make available training and written materials to employees and students. This policy shall be posted in each district building in a place available to employees, students, parents, volunteers, and visitors. The policy shall be reproduced in student and employee handbooks.

LEGAL REF: Title VII of the Civil Rights Act, 42 U.S.C. § 2000e, et seq.

Title IX of the Education Amendments, 20 U.S. C. § 1681 et seq.

775 ILCS 5/1-102 et seq. Ill. Rev. Stat., ch. 68, ¶ 1-101, et seq.

23 Ill. Admin. Code 1.240 and 200-40.

CROSS REF: 2.260 (uniform grievance procedure), 5.10, 5.20, 6.260, 7.10, 7.20, 8.70, 8.110

Adopted: 5/24/04; Revised 06/14/04; Revised 10/26/09

General Personnel

Administrative Regulations – Harassment Complaint Procedures

Reporting

1. **Students:** It is the policy of the Kaneland School District to encourage student(s) who are targets of harassment and students who have first-hand knowledge of such harassment to report claims. Students should report incident(s) to any certificated employee (i.e. teacher, guidance counselor or administrator).

Any adult school employee who witnesses, overhears, or receives a report, formal or informal, written or oral, of harassment at school or during school sponsored activities shall report it to the principal or the principal’s designee. If the report involves the school principal, the reporter shall make the report directly to the school district harassment complaint coordinator or superintendent.

Privacy: Complaints will be kept confidential to the extent possible given the need to investigate and act on investigative results.

2. **Any Employee, agent or volunteer** who alleges harassment, or any third person with knowledge of conduct that may constitute harassment, should report the alleged harassment promptly to one of the harassment complaint coordinators at the building where the alleged harassment occurs. However, complainants may report an incident to any harassment complaint coordinator or to any district administrator. Complaints involving harassment between a student and an employee will be referred to a building harassment complaint coordinator; complaints involving harassment among employees will be referred to the appropriate building or district harassment complaint coordinator.

Under certain circumstances, alleged harassment may constitute child abuse under state law. The statutory obligation to report suspected abuse, therefore, may be applicable. In addition, if the evidence suggests that the harassment is also a crime, results of the investigation may be directed to the appropriate law enforcement agency.

Privacy: Complaints will be kept confidential to the extent possible given the need to investigate and act on investigative results.

3. The harassment complaint coordinator will require that the complaint be placed in writing. If the report is presented orally, the harassment complaint coordinator shall prepare a written report based on the complainant’s oral report, which shall be signed by the complainant. A report alleging harassment should contain the following elements:
 - a. Names of individuals involved in the incident(s) including the names of any witnesses.
 - b. Date, time, and location of the incident.
 - c. A description of the incident.
 - d. Submission date of the incident report.
4. The harassment complaint coordinator will attempt to resolve the complaint. The resolution of complaints may include the use of mediation, discussion, investigation, disciplinary action or referral to other resources. In addition, students may be referred to guidance counselors, social workers, police liaison officer, or community agencies.

5. A complaint will only be deemed resolved if the complainant, respondent, and harassment complaint coordinator have signed a statement to the effect that the complaint has been resolved to their respective satisfactions. A written summary of the resolution will be created and maintained by the harassment complaint coordinator.
6. For unresolved complaints, the harassment complaint coordinator shall promptly begin a formal investigation to determine the validity and severity of the allegations. The harassment complaint coordinator shall interview the individual filing the complaint, the individual being accused of harassment, and may interview other individuals having knowledge of the alleged harassment. The harassment complaint coordinator shall keep written notes of the interviews.
7. As part of the investigation process, the harassment complaint coordinator shall interview individuals involved and any other persons who may have knowledge of the circumstances giving rise to the complaint and may use other methods and documentation. In determining whether the alleged conduct constitutes a violation of this policy, the harassment complaint coordinator shall consider, among other things: the nature of the behavior; how often the conduct occurred; whether there were past incidents or past continuing patterns of behavior; and the relationship of the parties involved. The harassment complaint coordinator will also take immediate action, as may be appropriate, to prevent further violations of this policy while the investigation is being conducted.
8. The harassment complaint coordinator shall attempt to complete the investigation and inform the complainant within ten (10) school days of receipt of the complaint when possible.
9. If the allegations are found to be valid, the harassment complaint coordinator shall refer the case to the appropriate building or district administrator, as the harassment complaint coordinator reasonably deems appropriate, for disciplinary action. Appeals of disciplinary actions shall be addressed through normal administrative procedures.
10. The harassment complaint coordinator shall provide a written response to the complainant of the disposition of the case and forward a copy to the district harassment complaint coordinator. A copy may be forwarded to the superintendent as deemed appropriate.

Appeals

Individual Rights

Nothing in these procedures is intended to deny the right of any individual to pursue other avenues of relief as provided for in various state and federal statutes regarding harassment.

Harassment Complaint Coordinators

The school administration (building and district) will publish the names and office phone numbers of the harassment complaint coordinators at the start of each school year. These names will be published in the Student/Parent and Employee handbooks and posted for access by students, employees, agents and volunteers.

Appeal to a District Harassment Complaint Coordinator

1. If the complainant and/or respondent are not satisfied with the response from the building harassment complaint coordinator, the complainant or respondent may file a written appeal to one of the district's harassment complaint coordinators. When possible, this appeal should be filed within ten (10) school days

of receipt of the response from the harassment complaint coordinator. If the district complaint coordinator is handling the case, the matter will be appealed to an independent complaint coordinator.

2. The harassment complaint coordinator conducting the appeal shall conduct a hearing within ten (10) school days when possible. The complainant and respondent shall be given an opportunity to present testimony and documents relevant to the complaint. Detailed minutes of the hearing shall be maintained. The harassment complaint coordinator shall provide a written response to the complainant and respondent within fifteen (15) school days when possible following the completion of the hearing. The Board of Education shall be provided a copy of the written response and relevant supporting documentation.
3. The Board of Education may, at its discretion, bypass the harassment complaint coordinator's appeal hearing and have the appeal brought directly to the Board or its appointed hearing officer for a hearing.

Appeal to Board of Education

1. If the complainant or respondent is not satisfied with the district harassment complaint coordinator's decision, or if the coordinator fails to provide the complainant and respondent with a written decision within the time limits specified above, the complainant or respondent may file a written appeal with the Board of Education.
2. When possible, the complainant or respondent must file a written appeal within ten (10) school days of the receipt of the district harassment complaint coordinator's decision.
3. The Board may, at its discretion, convene a hearing to hear testimony regarding the complaint, or appoint a hearing officer to so act.
4. Within thirty (30) school days of the filing of the appeal, or, in the case of a hearing officer, thirty (30) school days from the receipt of the report, the Board shall provide the complainant and respondent with a written decision when possible.

Appeal to the Superintendent of the Educational Service Region

If the complainant is a student and the complainant or respondent is not satisfied with the final disposition of the complaint by the Board of Education, or if the Board fails to issue a timely decision, the complainant or respondent may appeal the decision to the superintendent of the Educational Service Region pursuant to Section 3-10 of the School Code. (105 ILCS 5/3-10)

Appeal to the State Superintendent of Education

If the complainant is a student and the complainant or respondent is not satisfied with the disposition of the complaint by the superintendent of the Educational Service Region, the complainant or respondent may appeal the decision to the state superintendent of education pursuant to Section 2-3.8 of the School Code. (105 ILCS 5/2-3.8)

Date of Adoption: June 14, 2004