

BIG HOLLOW SCHOOL DISTRICT 38

EDUCATION SUPPORT PERSONNEL HANDBOOK

2024-2025 school year

INTRODUCTION

GENERAL COMMENTS

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

The information contained in this Handbook will regulate Educational Support Personnel procedures for the 2024-2025 school year and future years until it is revised. However, the District reserves the right to change, modify, and/or delete unilaterally any information or provision contained in this Handbook at any time. The District may also alter or rescind any policy or practice, or adopt new policies or practices, at any time, with or without notice. In an emergency, or when otherwise deemed necessary to address an area not currently covered by the Handbook, additional information will be provided to ESP members on a supplementary basis regarding changes or new rules and regulations which must be initiated by the District. An ESP employee's decision to continue employment with the District following publication of this updated Handbook or any future revisions shall be deemed to constitute the employee's agreement with all such changes.

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

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

DISTRICT #38 PHILOSOPHY

Our Mission:

To Educate, Empower and Engage All Learners

Our Vision:

One District - One Community

Growing Confident, Creative, and Conscientious Learners

CONDITIONS OF EMPLOYMENT

Employment At-Will

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

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

Assignment

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

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

Paraprofessionals

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

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

Bus Drivers

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

Drug and Alcohol Testing for School Bus and Commercial Vehicle Drivers

The District shall adhere to State and Federal law and regulations requiring a drug and alcohol testing program for school bus and commercial vehicle drivers. The Superintendent or designee will manage a program to implement Federal and State law defining the circumstances and procedures for the testing. All costs incurred for drug and alcohol testing will be covered by the District.

Resignation and Retirement

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

Non-RIF Dismissal

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

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

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

Reduction in Force and Recall

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

Final Paycheck

A terminating employee's final paycheck will be adjusted for any unused, earned vacation credit. Employees are paid for all earned vacation. Terminating employees will receive their final pay on the next regular payday following the date of termination, except that an employee dismissed due to a reduction in force shall receive his or her final paycheck on or before the next regular pay date following the last day of employment.

Suspension

Except as provided below, the Superintendent is authorized to suspend an employee without pay as a disciplinary measure, during an investigation into allegations of misconduct or pending a dismissal hearing whenever, in the Superintendent's judgment, the employee's presence is detrimental to the District. A disciplinary suspension shall be with pay: (1) when the employee is exempt from the overtime provisions, or (2) until an employee with an employment contract for a definite term is provided a notice and hearing according to the suspension policy for professional employees.

Any criminal conviction resulting from the investigation or allegations shall require the employee to repay to the District all compensation and the value of all benefits received by the employee during the suspension. The Superintendent will notify the employee of this requirement when the employee is suspended.

Schedules and Employment Year

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

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

Workday

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

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

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

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

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

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

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

School Closing for Severe Weather

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

If an E-Learning Day is declared:

- A. All 12-month staff shall report to work as usual. If the employee feels that it is unsafe to report to work, they may take a personal or vacation day without prior approval. If the employee has a job that is able to be done remotely, they may request a remote workday through their supervisor. Make-up time for twelve (12) month employees MAY be arranged between the supervisor and employee.
- B. All 9 and 10-month support staff employees need to make arrangements with their immediate supervisor for making up the time in order to get paid if participating in e-learning or working remotely is not an option.

If school is canceled and no E-Learning Day is declared:

- A. All 12-month staff shall report to work as usual. If the employee feels that it is unsafe to report to work, they may take a personal or vacation day without prior approval. If the employee has a job that is able to be done remotely, they may request a remote workday through their supervisor. Make-up time for twelve (12) month employees MAY be arranged between the supervisor and employee.
- B. All 9 and 10-month support staff employees will not need to work on this day, as the day will be made up at the end of the school year with an additional day of student attendance.

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

Evaluation

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

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

COMPENSATION AND FRINGE BENEFITS

Compensation

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

Payroll

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

All support staff, including food service, will receive paychecks over 12 months (24 paychecks).

This 24- paycheck option is not available to Lunch Monitor or Transportation staff that work less than 12 months due to the possible variance in hours worked each pay period.

Salary Adjustments

Experience will be based upon the job application completed by the person when applying for a permanent job/position. In-district and out-of-district experience, defined as completed years of experience in a similar job/position, granting a year of experience for each 12-months of experience in that similar position, can be awarded by supervisor.

New employees will be placed at a salary rate based on their experience in a related field, using a Board-approved salary matrix for each position.

Generally, hourly pay rates are adjusted by the Board of Education on an annual basis prior to the start of the District's fiscal year (July 1) for 12 month employees. If this process is not completed by July 1, compensation adjustments will be retroactive to July 1 of the current year. New wages for 9 and 10 month employees will begin on the September 10th payroll.

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

Employees must hold their position for more than 50% of the fiscal year to be eligible for a raise the next fiscal year. Start date prior to December 1st.

Longevity Bonus

Employees will be eligible for a longevity bonus upon reaching the following milestones of service in Big Hollow: (same as above, must hold their position for more than 50% of the fiscal year to be eligible. With a start date before December.)

Years of Completed Service	Longevity Bonus	
5 years	3%	Applied to wage at the beginning of the 6 th year
10 years	3%	Applied to wage at the beginning of the 11 th year
15 years	3%	Applied to wage at the beginning of the 16 th year

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

In the event that one of these recognized holidays falls on either a Saturday or Sunday, employees will receive the preceding Friday or following Monday off with pay only if school is not in regular session on those days. If students are in regular attendance, employees will not receive the day off and are expected to be at work; no holiday pay will be provided. If any of the above legal holidays are removed by the Illinois legislature from the required holidays currently observed under the School Code for public schools, employees shall no longer be afforded these paid holidays. Further, if any of the above legal holidays are approved for a requested waiver of mandates by the Board of Education, employees shall not be afforded these holidays.

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

Vacation

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

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

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

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

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

If an employee leaves within their first year of employment, their vacation days will be prorated based on their time of employment. If the employee has exhausted more than their prorated vacation leave, it may result in Dock Pay for the additional leave.

Perfect Attendance

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

Health Insurance

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

The Board will pay 90% of the single health care premium on the least expensive plan that is offered by the District, with the remaining premium payments to be made by any employee who participates in the offered coverage. If the employee contribution does not meet Affordable Care Act guidelines, adjustments will be made for compliance with the law. Family insurance coverage will be available to the employee at his/her own expense. Employee payment for any elected insurance plan coverage will be remitted to the District by a payroll deduction process. For those who are paid over 20 pay periods, the cost of Medical, Dental, Vision and/or Voluntary Life Insurance, will be prorated over the 20 paychecks.

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

Term Life Insurance

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

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

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

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

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

Social Security

Contributions for Social Security and Medicare are deducted from each employee's paycheck. The Board of Education will comply with all current applicable Federal regulations governing social security contributions.

Educational Support Personnel Tuition Reimbursement Program

In 2023, the Board of Education approved a program designed to reimburse current full time-educational support personnel employees for their eligible education tuition (and expenses) incurred in obtaining a Professional Educator License from the Illinois State Educator Preparation and Licensure Board qualifying them to teach in District 38. Please refer to Exhibit A.

LEAVES

Sick Leave

Full or part-time educational support personnel who work at least 600 hours per year will accrue:

9 month employees = 8 sick days per year

10 month employees = 9 sick days per year

11 month employees = 10 sick days per year

12 month employees = 11 sick days per year

Unused sick leave shall accumulate to a maximum of 240 days, including the leave of the current year. Staff retiring with at least five (5) years of full-time service to the District will receive \$35 for each unused sick day that is not used for IMRF service credit, up to a maximum allowance of 180 days. Payment will be post-retirement, non-creditable earnings to be paid within 60 days of the employee's effective retirement date.

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

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

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

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

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

When an employee leaves the District, sick leave will be turned over to the IMRF retirement system to count towards years of service. There is no reimbursement for unused sick-days upon leaving the District. If an employee leaves within their first year of employment, their sick days will be prorated based on their time of employment. If the employee has exhausted more than their prorated sick leave, it may result in Dock Pay for the additional sick leave.

Any 9 month employee who elects to work over the summer may not use Sick/Vacation/Personal days during summer/winter school breaks. (ie summer bus routes)

Personal Leave

Full-time educational support personnel have 3 paid personal leave days per year. The use of a personal day is subject to the following conditions:

1. Except in cases of emergency or unavoidable situations, a personal leave request should be submitted to the Building Principal at least 2 days before the requested date.
2. No personal leave day may be used immediately before or immediately after a holiday, or during the first and/or last 5 days of the school year, unless the Superintendent grants prior approval.
3. Personal leave may not be used in increments of less than one-half day.
4. Personal leave is subject to any necessary replacement's availability.
5. Personal leave may not be used on an in-service training day and/or institute training days.
6. Personal leave may not be used when the employee's absence would create an undue hardship.

If an employee leaves within their first year of employment, their personal days will be prorated based on their time of employment. If the employee has exhausted more than their prorated personal leave, it may result in Dock Pay for the additional personal leave.

Bereavement Leave

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

Other Leaves

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

General Personnel Information

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

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

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

TRANSPORTATION PROCEDURES AND ADDITIONAL INFORMATION

Drug and Alcohol Testing for School Bus and Commercial Vehicle Drivers

The District's drug and alcohol testing program shall apply to all individuals in positions that require a commercial driver's license and those that require an Illinois school bus driver permit. This includes casual, intermittent, or occasional drivers, leased drivers and independent owner-operator contractors, as well as full-time, regularly employed drivers. The Superintendent or designee will identify which positions are covered by the various provisions of this procedure.

Pre-Employment Tests

A pre-employment drug test shall be required of an applicant only after he/she has been offered the position. Drug tests shall be conducted before the first time a driver performs any safety-sensitive function for the District. Safety-sensitive functions include all on-duty functions performed from the time a driver begins work or is required to be ready to work until he/she is relieved from work and all responsibility for performing work. Exceptions may be made for drivers who have participated in the drug testing program required by law within the previous 30 days, provided that the District has been able to make all verifications required by law. Pre-employment testing shall also be required of employees returning to work after a layoff period if the employee was removed from the random testing pool. If the employee remains in the random testing pool, additional testing shall not be necessary.

Controlled Substance Use

Drivers shall inform their supervisors if at any time they are using a drug that their physician has prescribed for therapeutic purposes. Drivers using a Schedule 1 controlled substance cannot perform safety-sensitive functions. Drivers using a non-Schedule I controlled substance may continue to perform safety-sensitive functions only if a licensed medical practitioner who is familiar with the driver's medical history has advised the driver that the substance will not adversely affect his/her ability to safely operate a commercial motor vehicle. If the District has actual knowledge that a driver has used a controlled substance, it shall not permit the driver to perform or continue to perform a safety-sensitive function. Pre-Duty Use of Alcohol: No driver shall perform safety-sensitive functions within four hours after using alcohol. If the District has actual knowledge that a driver has used alcohol within four hours, it shall not permit the driver to perform or continue to perform safety-sensitive functions.

On-Duty Use of Alcohol

No driver shall use alcohol while performing safety-sensitive functions. If the District has actual knowledge that a driver is using alcohol while performing safety-sensitive functions, it shall not permit the driver to perform or continue to perform safety-sensitive functions.

Post-Accident Tests

Alcohol tests shall be conducted as soon after an accident as practicable on any surviving driver:

1. Who was performing safety-sensitive functions with respect to the vehicle, if the accident involved the loss of human life; or Who receives a citation within eight hours of the occurrence under State or local law for a moving traffic violation arising from the accident, if the accident involved:
 - a. Bodily injury to any person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident: or
 - b. One or more motor vehicles incurring disabling damage as a result of the accident, requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle.

Controlled substance tests shall be conducted as soon after an accident as practicable on any surviving driver:

1. Who was performing safety-sensitive functions with respect to the vehicle, if the accident involved loss of human life:
2. Who receives a citation within 32 hours of occurrence under State or local law for a moving traffic violation arising from the accident, if the accident involved:
 - a. Bodily injury to any person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or

One or more motor vehicles incurring disabling damage as a result of the accident, required the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle.

Drivers shall make themselves readily available for testing, absent the need for immediate medical attention. No driver required to take a post-accident alcohol test shall use alcohol for eight hours following the accident, or until he/she undergoes a post-accident alcohol test, whichever occurs first.

If an alcohol test is not administered within two hours following the accident or if a drug test is not administered within 32 hours following the accident, the District shall prepare and maintain records explaining why the test was not conducted. Tests will not be given if not administered within eight hours after the accident for alcohol or within 32 hours for drugs.

Tests conducted by authorized federal, State, or local officials shall fulfill post-accident testing requirements provided they conform to applicable legal requirements and are obtained by the District. Breath and blood tests meet the requirements of alcohol testing. A urine test meets the requirements of a controlled substances test.

Random Tests

Alcohol and drug tests shall be conducted on a random basis at unannounced times throughout the year. The number of random alcohol and drug tests shall be at least equal to those required

by federal regulations. Random is defined as the day and time of testing, for all drivers may be tested up to one time per month. Tests for alcohol shall be conducted just before, during, or just after the performance of safety-sensitive functions.

Employees off work due to leaves, vacation, and layoffs shall be informed that they remain subject to random testing. Employees drawn for such testing shall be notified and tested as soon as practicable after they return to duty.

Probable Cause Tests (Applicable to School Bus Driver Permit Holders)

A driver who has received a Uniform Traffic Ticket while in control of a school bus or any other vehicle owned or operated by or for the District, when the vehicle is being used over a regularly scheduled route for the transportation of persons enrolled as students in grade 12 or below, in connection with any activity of the District, may be tested for alcohol. To justify an alcohol test, a police officer must have probable cause to believe that the driver has consumed any amount of an alcoholic beverage based upon evidence of the driver's physical condition or other firsthand knowledge of the police officer.

Upon receipt of a law enforcement officer's sworn report that the test result was positive or that the driver refused to be tested, the Secretary of State will notify both the permit holder and the District of the sanction (sanction is effective on the 46th day following the date notice was given).

Reasonable Suspicion Tests (Applicable to School Bus Driver Permit Holders)

An alcohol or drug test shall be conducted if a supervisor or District office trained in accordance with law has reasonable suspicion that a driver has violated the District's alcohol or drug prohibitions. This reasonable suspicion may be based on specific, contemporaneous, articulable observations concerning the driver's appearance, behavior, speech, or body odors. The observations may include indications of the chronic and withdrawal effects of controlled substances.

Alcohol tests are authorized for reasonable suspicion only if the required observations are made during, just before, or just after the period of the work day when the driver must comply with alcohol prohibitions. An alcohol test may not be conducted by the supervisor or District official who determines that reasonable suspicion exists to conduct such a test. If an alcohol test is not administered within two hours following a determination of reasonable suspicion, the District shall prepare and maintain a record explaining why the alcohol test was not promptly administered. If an alcohol test is not administered within two hours following a determination of reasonable suspicion, the District shall prepare and maintain a record explaining why the alcohol test was not promptly administered. If an alcohol test is not administered within eight hours following a determination of reasonable suspicion, the District shall cease attempts to administer the alcohol test and shall state in the record the reasons for not administering the test. Notwithstanding the absence of a reasonable suspicion alcohol test, no driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while he or she is under the influence of or impaired by alcohol.

A supervisor or District official who makes observations leading to a controlled substance reasonable suspicion test shall make a written record of his/her observations within 24 hours of the observed behavior or before the results of the drug test are released, whichever is earlier.

The Superintendent or designee shall ensure that an employee under reasonable suspicion is transported to the designated collection or testing site.

The Superintendent or designee shall notify the Secretary of State in a manner and form prescribed by the Secretary, of the result of a reasonable suspicion test when: (i) the test indicates an alcohol concentration greater than 0.00; (ii) the test indicates a positive result on a National Institute on Drug Abuse five-drug panel utilizing the federal standards set forth in 49 C.F.R. 40.87; or (iii) when a driver refuses testing. The notification to the Secretary must be submitted within 48 hours of the refusal of testing or the employer's receipt of the test results.

Enforcement for Non-School Bus Driver Permit Holders

No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater. If the District has actual knowledge that a driver has an alcohol concentration of 0.04 or greater, it shall not permit the driver to perform or continue to perform safety-sensitive functions.

Federal laws require that any driver who refuses to submit to a post-accident, random, reasonable suspicion test, or follow-up test as described below, shall not perform or continue to perform safety-sensitive functions. The District shall not permit a driver who refuses to submit to such tests to perform or continue to perform safety-sensitive functions.

A driver who is tested and found to have an alcohol concentration of .02 or greater, but less than 0.04, may not perform or continue to perform safety-sensitive functions, including driving a commercial motor vehicle, until the start of the driver's next regularly scheduled duty period, but not less than 24 hours after the test was administered.

A driver who tests positive for drugs or an alcohol concentration of 0.04 or greater shall be subject to District disciplinary action up to and including dismissal.

A driver who violates District prohibitions related to drugs and alcohol shall receive from the District the names, addresses, and telephone numbers of substance abuse professionals and counseling and treatment programs available to evaluate and resolve drug and alcohol-related problems. The employee shall be evaluated by a substance abuse professional (SAP) who shall determine what help the driver needs in resolving such a problem. Any SAP who determines that a driver needs assistance shall not refer the driver to a private practice, person, or organization in which he/she has a financial interest, except under circumstances allowed by law.

An employee identified as needing help in resolving a drug or alcohol problem shall be evaluated by a SAP to determine that he/she has properly followed the prescribed rehabilitation program.

Return-To-Duty Tests for Non-School Bus Driver Permit Holders

If a driver who has violated the District's drug or alcohol prohibition is returned to performing safety-sensitive duties, a drug or alcohol test shall be conducted.

The District shall not allow employees whose conduct involved drugs to return to duty in a safety-sensitive function until the return-to-duty drug test produces a verified negative result. The District shall not allow employees whose conduct involved alcohol to return to duty in a safety-sensitive function until the return-to-duty alcohol test indicates an alcohol concentration of 0.02 or less.

Follow-Up Tests for Non School Bus Driver Permit Holders

A driver who violates the District's drug or alcohol prohibition and is subsequently identified by a SAP as needing assistance in resolving a drug or alcohol problem shall be subject to unannounced follow-up testing as directed by the SAF in accordance with the law. The District must carry out the substance abuse professional's follow-up testing requirements.

Follow-up testing shall consist of at least six tests in the first 12 months following the driver's return to duty. Testing shall occur beyond 60 months from the date of the driver's return to duty. The substance abuse professional may terminate the follow-up testing if he/she determines that the employee has successfully demonstrated compliance.

Maintenance of Records for Non-School Bus Drive Permit Holders

Employee drug and alcohol test results and records shall be maintained under strict confidentiality and released only in accordance with the law. Upon written request, a driver shall receive copies of any records pertaining to his/her use of drugs or alcohol, including any records pertaining to his/her drug or alcohol tests. Record shall be made available to a subsequent employer or other identified persons only as expressly requested in writing by the driver.

Enforcement for School Bus Driver Permit Holders

In Illinois, a person whose privilege to possess a school bus driver permit has been canceled under 625 ILCS 6-106.1.a is not eligible for restoration of the privilege until the expiration of three years from the effective date of the cancellation if the person has refused or failed to complete a test or tests to determine blood alcohol concentration, or has submitted to testing with a blood alcohol concentration of more than 0.00.

The Illinois Secretary of State must suspend a school bus driver permit for a period of three years upon receiving notice that the holder refused to submit to an alcohol or drug test as required by Section 6-106.1c or has submitted to a test required by that Section that disclosed an alcohol concentration of more than 0,00 or disclosed a positive result on a National Institute on Drug Abuse five-drug panel, utilizing federal standards set forth in 49 C.F.R.40.87.

A driver who tests positive for drugs or is found to have an alcohol concentration of greater than 0.00 shall have their employment terminated.

Notification

Each driver shall receive educational materials that explain the requirements of the Code of Federal Regulations, Title 49, Part 382, together with a copy of the District's policy and regulations for meeting these requirements. Representatives of employee organizations shall be notified of the availability of this information. The information shall identify all of the following:

1. The person designated by the District to answer drivers' questions about the materials;
2. The categories of drivers who are subject to the Code of Federal Regulations, Title 49, Part 382;
3. Sufficient information about the safety-sensitive functions performed by drivers to make clear what period of the work day the driver is required to comply with Part 382.6;
4. Specific information concerning driver conduct that is prohibited by Part 382;
5. The circumstances under which a driver will be tested for drugs and/or alcohol under Part 382, including post-accident testing under 382.303(d);
6. The procedures that will be used to test for the presence of drugs and alcohol, protect the driver and the integrity of the testing processes, safeguard the validity of test results, and ensure that test results are attributed to the correct driver, including post-accident information, procedures and instructions required by 382.303(d);
7. The requirement that a driver submit to drug and alcohol tests administered in accordance with Part 382;
8. An explanation of what constitutes a refusal to submit to a drug or alcohol test and the attendance consequences.
9. The consequences for drivers found to have violated the drug and alcohol prohibitions of Part 382, including the requirement that the driver be removed immediately from safety-sensitive functions and the procedures for referral, evaluation, and treatment;
10. The consequences for drivers who do not hold a school bus driver permit found to have an alcohol concentration of 0.02 or greater but less than 0.04;
11. The consequences for drivers who hold a school bus permit found to have an alcohol concentration over 0.00;
12. The effects of drugs and alcohol on an individual's health, work, and personal life; signs and symptoms of a drug or alcohol problem (the driver's or a coworker's); and available methods of intervening when a drug or alcohol problem is suspected, including confrontation, referral to an employee assistance program, and/or referral to management; and
13. Other legal requirements, District policies, and disciplinary consequences related to the use of alcohol and drugs.

Each driver shall sign a statement certifying that he/she has received a copy of the above materials. Before any driver operates a commercial motor vehicle, the District shall provide him/her with post-accident procedures that will make it possible to comply with post-accident testing requirements.

Before drug and alcohol tests are performed, pursuant to 49 C.F.R 382, the District shall inform drivers that the tests are required by these regulations.

The District shall notify a driver of the results of a pre-employment drug test if the driver requests such results within 60 calendar days of being notified of the disposition of his/her employment application.

The District shall notify a driver of the results of random, reasonable suspicion, and post-accident drug tests if the test results are verified positive. The District shall also tell the driver which controlled substance(s) were verified as positive.

TRANSPORTATION PROCEDURES

A. Transportation Department Procedure for Bidding:

Routes:

Routes are based on a seniority list. The routes are posted for 5 days. Eligible drivers can bid on the route(s) they would like. The Transportation Manager has final discretion of assignments.

Retaining routes: You will retain your route each school year. Any open routes will be put out for bid. If a route is eliminated (ie: PreK), it is up to the discretion of the Transportation Manager to reassign the route.

Route Changes: It is up to the discretion of the Transportation Manager to reassign routes based on an as needed basis and/or evaluations.

Out of District Van Routes:

These routes are decided by the Transportation Manager.

Substitutes:

Substitutes are hired at the discretion of the Transportation Manager.

ON-CALL Substitutes:

On-Call Substitutes are hired at the discretion of the Transportation Manager.

On-Call Substitutes are not guaranteed hours and will be called in when needed by the Transportation Manager. On-Call Substitutes are not eligible to bid on Charters/ Field Trips/

Summer routes and other Route Assignments, UNLESS contacted by the Transportation Manager. The Transportation Manager has final discretion on any hours given to On-Call Substitutes.

Charters/Field Trips: Charters/Field Trips are bid on and awarded based on a rotating seniority list. Drivers that work the standard 4 hours a day will be listed as an “A” on the bid list by seniority and will have first pick on Charter/ Field Trips. Drivers that work over 4 hours a day will be listed as “B” on the bid list by seniority and will have last pick when assigning charters/ field trips. The Transportation Manager has final discretion on assignments of charters/field trips.

Extra-Curricular Bus Driving: All extracurricular driving is voluntary. Bus drivers are required to sign up for extracurricular driving by the fifth (5th) day of the school year. Bus drivers employed during the school year must sign up for extracurricular driving by the fifth (5th) day following their employment. The transportation manager will honor the sign-up sheet through the current school year. Rotation will be based on the seniority list with the most senior bus driver at the top and the least senior at the bottom. Trips will be offered to the top driver on the list as trips become available. That driver will then rotate to the bottom of the list. If a driver refuses the trip, it will be counted as if he/she accepted it and the driver’s name will be moved to the bottom of the list. If a driver cancels a trip that was previously accepted that trip will still be counted as being accepted. In an emergency situation (twenty-four (24) hours or less), obtaining a bus driver is at the discretion of the transportation manager.

Mid-Day Routes: If you have a midday route, you will be listed as a “B” Driver on the bid list and will be given the opportunity to take a charter after all “A” Drivers have been considered first.

Lunch monitor obligation: If you are a lunch monitor, you need to fulfill that obligation and are not eligible for a charter.

Extra Duty Jobs: Extra Duty Jobs will be assigned at the discretion of the Transportation Manager. Examples of Extra Duty Jobs: Activity Bus, Pre-K route, cleaning buses, etc.

Summer Charters: Summer Charters are put out for bid and will be assigned by seniority. The Transportation Manager has final discretion when assigning summer charters.

If you do not have any students for one of your summer charter days, check with the Transportation Manager to see if you are needed for another job/task. If you are not needed, you are not paid for that day.

REIMBURSEMENT

2 hours minimum: If you complete your route and return in 1hr 15 minutes you are still paid the 2-hour minimum. If you finish your route in 1 hour and 15 minutes and then are asked to drive another route that takes 1 hour, you add that to your original 1 hour and 15 minutes. You will not record that as another 2 hours minimum on your time card. You will add those together which would be 2 hours 15 minutes, which will be recorded as 2 hours and 15 minutes on your time card (2.25).

Physicals: The District will pay for your physical and one hour for going for your physical.

Classes: The District will pay for Initial and Refresher classes. The District will pay 8 hours for the Initial class and 2 hours for the Refresher class.

Red Light Ticket Violations: The District will pay for the initial ticket. The driver will then need to reimburse the District. The driver can make arrangements with the District on how to repay the ticket.

Beginning of the Year Meeting: There will be a Transportation Beginning of the Year meeting before the start of the school year to review policies/procedures, bus routes, etc.

Transportation Meetings: There will be monthly Transportation Meetings. You will receive a Transportation Meeting Calendar with all the meeting dates. There will be a Code of Conduct that will be followed during the meetings.

You will be paid for your attendance to the Transportation Meetings.

Seating Chart: You will be required to complete a seating chart for your bus. You will need to include the students first and last name and grade level. Please make sure your writing is legible. You will be reimbursed one hour for working on your seating chart. The seating chart needs to be completed before the first day of school.

The seats will be numbered on the bus, when students are entering the bus, you can tell them what seat number they are assigned to. They will be able to identify the seat by looking at the number you have written above the seat.

Exhibit A

BIG HOLLOW SCHOOL DISTRICT NO. 38

Educational Support Personnel Tuition Reimbursement Program

(Approved by the Board of Education on _____, 2023)

Employee Name: _____

Pursuant to its goal of increasing the number of qualified teachers, the Board of Education of Big Hollow School District No. 38 offers this Educational Support Personnel Tuition Reimbursement Program (“**Program**”) designed to reimburse current full-time educational support personnel employees for their eligible education tuition [and expenses] incurred in obtaining a Professional Educator License from the Illinois State Educator Preparation and Licensure Board qualifying them to teach in District 38 (“**PEL**”).

Tuition Reimbursement

Under the Program, the above-named full-time employee shall be reimbursed for tuition [and expenses] up to \$4,000 per fiscal year (July 1–June 30), to a District cap of \$24,000 per fiscal year, for courses successfully completed by the employee, provided such courses are applied toward the completion of a degree needed to attain a PEL or, if a degree has already been obtained, for any additional coursework needed to secure a PEL. To qualify for the reimbursement, the following conditions apply:

1. Courses must be pre-approved by the Superintendent;
2. Courses must be taken at a fully accredited institution of higher learning listed on ISBE’s directory of institutions in Illinois that offer approved educator preparation programs;
3. The employee must earn a grade of B or better, or a “Pass” in Pass/Fail courses;
4. The employee must provide the District any and all documentation necessary to verify the cost of tuition [and expenses] and proof of successful completion of coursework within 30 days of the end of each course;
5. The course reimbursement applies to the fiscal year in which the course is completed;
6. This Program is not an assurance or guarantee that the employee will be hired as a teacher in District 38;
7. Part-time employees and employees who have given notice of an intention to terminate employment in the District are not eligible for the Program; and
8. All reimbursement payments under the Program are contingent on the employee continuing employment with the Board and will have to be repaid by the employee to the extent outlined in the Repayment section below.

Repayment

1. If the employee is terminated, resigns in lieu of termination, or voluntarily resigns, he/she must repay any tuition reimbursement received in the past two (2) years.
2. If, upon attainment of a PEL, the employee interviews for and is offered a PEL position in District 38 but declines the offer, he/she must repay any tuition reimbursement received in the past two (2) years.
3. If the employee is honorably dismissed due to a reduction in force, he/she is not required to repay any tuition reimbursement received under this Program.
4. If the employee ceases employment or resigns due to his/her illness, disability, or death, he/she is not required to repay any tuition reimbursement received under this Program.
5. If, upon attainment of a PEL:
 - a. there are no positions available for which the employee is qualified for, and the employee continues working for District 38 as an educational support personnel for at least two (2) years, he/she is not required to repay any tuition reimbursement received under this Program.
 - b. the employee interviews for a PEL position in District 38 but is not offered the position and continues working for District 38 as an educational support personnel employee for at least two (2) years, he/she is not required to repay any tuition reimbursement received under this Program.

In the event any repayment is owed to the Board by the employee, and in the event the Board owes the Employee any unpaid compensation, the employee authorizes the Board to deduct the dollar amount owed by the Employee from any remaining unpaid compensation, even if the amount deducted is more than 15% of the employee's gross wages or final compensation. In the event the total amount is not recovered by the Board's deduction, the employee shall repay the Board the remaining amount within 30 calendar days.

THIS AGREEMENT CONSTITUTES THE EMPLOYEE'S EXPRESS WRITTEN CONSENT, WITHIN THE MEANING OF THE *ILLINOIS WAGE PAYMENT AND COLLECTION ACT*, 820 ILCS § 115/9, TO THE DEDUCTION OF TUITION REIMBURSEMENT FROM ANY WAGES OR FINAL COMPENSATION DUE TO THE EMPLOYEE BY BIG HOLLOW SCHOOL DISTRICT NO. 38. THIS CONSENT IS FREELY GIVEN AT THE TIME THE TUITION REIMBURSEMENT IS PROVIDED TO ME.

Agreed this ___ day of _____, 20__.

Employee

Superintendent or Designee