



REGIONAL  
OFFICE OF EDUCATION

Employee Manual

## **ABOUT THIS MANUAL / DISCLAIMER**

We prepared this manual to help employees find the answers to many questions that they may have regarding your employment with Regional Office of Education #26. Please take the necessary time to read it.

We do not expect this manual to answer all questions. Supervisors and Human Resources also serve as a major source of information.

Neither this manual nor any other verbal or written communication by a management representative is, nor should it be considered to be, an agreement, contract of employment, express or implied, or a promise of treatment in any particular manner in any given situation, nor does it confer any contractual rights whatsoever. Regional Office of Education #26 adheres to the policy of employment at will, which permits the ROE or the employee to end the employment relationship at any time, for any reason, with or without cause or notice.

No ROE representative other than Regional Superintendent of Schools may modify at-will status and/or provide any special arrangement concerning terms or conditions of employment in an individual case or generally and any such modification must be in a signed writing.

Many matters covered by this manual, such as benefit plan descriptions, are also described in separate ROE documents. These ROE documents are always controlling over any statement made in this manual or by any member of management.

This manual states only general ROE guidelines. The ROE may, at any time, in its sole discretion, modify or vary from anything stated in this manual, with or without notice, except for the rights of the parties to end employment at will, which may only be modified by an express written agreement signed by the employee and Regional Superintendent of Schools.

This manual supersedes all prior manual.

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## **Section 1 - Governing Principles of Employment**

### **1-1. Welcome Statement**

For employees who are commencing employment with Regional Office of Education #26 ("ROE26" or the "ROE"), on behalf of Regional Office of Education #26, let me extend a warm and sincere welcome.

For employees who have been with us, thanks for your past and continued service.

I extend my personal best wishes for success and happiness here at Regional Office of Education #26. We understand that it is our employees who provide the services that our customers rely upon, and who will enable us to create new opportunities in the years to come.

John Meixner, Regional Superintendent of Schools

### **1-2. Equal Employment Opportunity**

Regional Office of Education #26 is an Equal Opportunity Employer that does not discriminate on the basis of actual or perceived race, creed, color, religion, alienage or national origin, ancestry, citizenship status, age, disability or handicap, sex, marital status, veteran status, sexual orientation, genetic information, arrest record, or any other characteristic protected by applicable federal, state or local laws. Our management team is dedicated to this policy with respect to recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, employee activities and general treatment during employment.

The ROE will endeavor to make a reasonable accommodation to the known physical or mental limitations of qualified employees with disabilities unless the accommodation would impose an undue hardship on the operation of our business. If you need assistance to perform your job duties because of a physical or mental condition, please let Regional Superintendent of Schools know.

The ROE shall comply with all state and federal laws prohibiting discrimination against disabled persons. The ROE shall not discriminate against qualified disabled persons with respect to job application procedures, hiring, advancement or discharge of employees, employee compensation, employee training or with respect to all other terms and conditions of employment.

The ROE will endeavor to accommodate the sincere religious beliefs of its employees to the extent such accommodation does not pose an undue hardship on ROE's operations. If you wish to request such an accommodation, please speak to Regional Superintendent of Schools.

Any employees with questions or concerns about equal employment opportunities in the workplace are encouraged to bring these issues to the attention of Regional Superintendent of Schools. The ROE will not allow any form of retaliation against individuals who raise issues of equal employment opportunity. To ensure our workplace is free of artificial barriers, violation of this policy will lead to discipline, up to and including discharge. All employees must cooperate with all investigations.

### **1-3. Employment At-Will**

Employment with the Regional Office of Education #26 is at-will, meaning that employment may be terminated by the Regional Office of Education #26 or employee at any time, without restriction. Nothing in Regional Office of Education #26 policies or this handbook is intended or should be construed as altering the at-will employment relationship.

#### **Open Door Policy**

It is our intent to administer all benefits and conditions of employment, such as those outlined in this handbook, in a fair and consistent manner. If at any time an employee doesn't feel this is being done, or



has a suggestion or complaint, he/she is encouraged to review the issue with administration. We believe it is important that employees be able to discuss their concerns, suggestions, and opinions with administration.

### **Solicitation and Distribution**

We are dedicated to maintaining a work place where an individual is not pressured into participating in raffles, pools, collections, or the sales of goods and services. No one should be subjected to peer pressure with respect to supporting or contributing to various organizations or causes. For these reasons, non-employees may not solicit, canvas or distribute materials or literature for any purpose within our buildings or property. Employees additionally may not solicit during the employee's working time, or during the working time of any employee. Distribution of literature (written or printed matter of any description) is prohibited in working areas at all times.

### **Advertising and Distributing Materials**

No material or literature shall be posted or distributed that would: (1) disrupt the ROE service, (2) violate the rights or invade the privacy of others, (3) infringe on a trademark or copyright, or (4) be defamatory, obscene, vulgar, or indecent. No material, literature, or advertisement shall be posted or distributed without advance approval from administration.

### **Responsibilities Concerning Internal Information**

Employees are responsible for maintaining: (1) the integrity and security of all internal information, and (2) the privacy of confidential records, including but not limited to: student records and personnel records. Internal information is any information, oral or recorded in electronic or paper format, maintained by the ROE or used by the ROE or its employees. The Regional Superintendent or designee shall manage procedures for safeguarding the integrity, security, and, as appropriate, confidentiality of internal information.

## **1-4. Employment Applications**

A prospective employee shall submit an application giving his/her work history and references as to character and work performance. He/she shall authorize a criminal background investigation if his/her position involves association with children. Employment applications and other information received by the Regional Office of Education #26 during the employment process are an important source of information regarding an employee's skills, abilities and experience. Any material falsification of such information, including qualifications, experience or other matters regarding employment of personal history may result in discipline of any employee, including discharge. Any falsification of information provided prior to hiring should result in rejection of that employee's application for employment.

## **1-5. Illinois: Pregnancy Accommodations**

In compliance with Illinois law, Regional Office of Education #26 will not discriminate against an employee because of pregnancy; will engage in a timely, good faith, and meaningful exchange with employees affected by pregnancy, childbirth or related conditions; and will endeavor to provide a reasonable accommodation unless doing so will impose an undue hardship on the ordinary operation of the ROE business.

Such accommodations include modifications or adjustments to the work environment or circumstances under which the employee's position is customarily performed, including but not limited to more frequent or longer bathroom, water intake, or rest breaks; private non-bathroom space for expressing breast milk and breastfeeding; seating accommodations or acquisition or modification of equipment; assistance with manual labor, light duty, or a temporary transfer to a less strenuous or non-hazardous position; job restructuring or a part-time or modified work schedule; appropriate adjustment or modifications of examinations or training materials; assignment to a vacant position; or providing leave.

An employee will not be required to accept an accommodation that she did not request or to which she did not agree, nor will an employee be forced to take leave if another reasonable accommodation is available.

The employee may be required to provide certification from the employee's health care provider concerning her need for a reasonable accommodation to the same extent such a certification is required for other conditions related to a disability. A certification should include:

- Medical justification for the requested accommodation(s);
- A description of the reasonable accommodation(s) medically advisable;
- The date the accommodation(s) became advisable; and
- The probable duration of the reasonable accommodation(s).

The ROE will not deny employment opportunities or take adverse employment action against employees if such decision is based on the employer's need to make a reasonable accommodation, and the ROE will not retaliate against an employee who requests an accommodation or otherwise exercises her rights under the Illinois Human Rights Act.

The Illinois Human Rights Act is enforced by the Illinois Department of Human Rights ("IDHR"). The charge process for violations of the law can be initiated by contacting the IDHR at any of the offices shown below or by completing the form at <http://www.illinois.gov/dhr>.

Chicago Office	Springfield Office	Marion Office
100 W. Randolph St.	222 South College	2309 West Main St.
10th Floor	Room 101-A	Suite 112
Intake Unit	Intake Unit	Intake Unit
Chicago, IL 60601	Springfield, IL 62704	Marion, IL 62959
(312) 814-6200	(217) 785-5100	(618) 993-7463

Employees with questions or concerns regarding this policy or who would like to request an accommodation should contact Regional Superintendent of Schools.

## **1-6. Lactation Breaks**

Employees who are nursing are provided with reasonable unpaid break time to express breast milk after the birth of a child. The ROE will make reasonable efforts to provide a private location. Employees will not be retaliated against for exercising their rights under this policy.

## **1-7. Non-Harassment**

It is Regional Office of Education #26's policy to prohibit intentional and unintentional harassment of any individual by another person on the basis of any protected classification including, but not limited to, race, color, national origin, disability, religion, marital status, veteran status, sexual orientation or age. The purpose of this policy is not to regulate our employees' personal morality, but to ensure that in the workplace, no one harasses another individual.

If you feel that you have been subjected to conduct which violates this policy, you should immediately report the matter to Assistant Regional Superintendent of Schools. If you are unable for any reason to contact this person, or if you have not received a satisfactory response within five (5) business days after reporting any incident of what you perceive to be harassment, please contact Regional Superintendent of Schools. If the person toward whom the complaint is directed is one of the individuals indicated above, you should contact any higher-level manager in your reporting hierarchy. Every report of perceived harassment will be fully investigated and corrective action will be taken where appropriate. Violation of this policy will result in

disciplinary action, up to and including discharge. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. In addition, ROE will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. Employees who make complaints in bad faith may be subject to disciplinary action, up to and including discharge. All employees must cooperate with all investigations.

## **1-8. Sexual Harassment**

It is Regional Office of Education #26's policy to prohibit harassment of any employee by any Supervisor, employee, child, parent or vendor on the basis of sex or gender. The purpose of this policy is not to regulate personal morality within ROE. It is to ensure that at ROE all employees are free from sexual harassment.

“Sexual Harassment” is defined for purposes of this policy as any unwelcome sexual advances or requests for sexual favors, or any conduct of a sexual nature when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment,
2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or
3. Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment may include but is not limited to the following:

1. Verbal harassment or abuse;
2. Pressure for sexual activity with sexual demeaning implications;
3. Repeated remarks with sexual or demeaning implications;
4. Unwelcome and deliberate touching;
5. Suggesting or demanding sexual involvement accompanied by implied or explicit threats or promises;
6. Inappropriate cornering, patting or pinching;
7. Uninvited comments regarding physical or personality characteristics of a sexual nature;
8. Uninvited and unwelcome sexually oriented “kidding,” “teasing,” double entendres, jokes or questions;
9. Uninvited and unwelcome letters, telephone calls and/or material;
10. Uninvited sexually suggestive looks and gestures; and
11. Attempted or actual rape or sexual assault.

While it is not easy to define precisely what types of conduct could constitute sexual harassment, examples of prohibited behavior include unwelcome sexual advances, requests for sexual favors, obscene gestures, displaying sexually graphic magazines, calendars or posters, sending sexually explicit e-mails, text messages and other verbal or physical conduct of a sexual nature, such as uninvited touching of a sexual nature or sexually related comments. Depending upon the circumstances, improper conduct also can include sexual joking, vulgar or offensive conversation or jokes, commenting about an employee's physical appearance, conversation about your own or someone else's sex life, or teasing or other conduct directed toward a person because of his or her gender which is sufficiently severe or pervasive to create an unprofessional and hostile working environment.

Any employee who believes he or she is the victim of sexual harassment is encouraged to directly inform the person engaging in sexual harassment that such harassment is unwelcome and must stop. Any employee who is so informed to stop engaging in sexual harassment shall do so immediately. The Regional Superintendent recognizes, however, that power and status disparities between the alleged harasser and victim may make such a confrontation impossible.

An employee who believes he or she has been the victim of sexual harassment shall report the alleged acts to the Regional Superintendent. Every report of perceived harassment will be fully investigated and corrective

action will be taken where appropriate. Violation of this policy will result in disciplinary action, up to and including discharge. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed.

Under certain circumstances, sexual harassment may constitute criminal conduct. In such situations, the Regional Superintendent of Schools shall report the conduct to police and other law enforcement officials.

In addition, ROE will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. Employees who make complaints in bad faith may be subject to disciplinary action, up to and including discharge. All employees must cooperate with all investigations.

### **1-9. Awareness and Prevention of Child Sexual Abuse and Grooming**

Child sexual abuse and grooming behaviors harm students, their parents/guardians, the ROE's environment, its school communities, and the community at large, while diminishing a student's ability to learn. The ROE has a responsibility and obligation to increase awareness and knowledge of: (1) issues regarding child sexual abuse, (2) likely warning signs that a child may be a victim of sexual abuse, (3) grooming behaviors related to child sexual abuse and grooming, (4) how to report child sexual abuse, (5) appropriate relationships between ROE employees and students based upon State law, and (6) how to prevent child sexual abuse.

To address the ROE's obligation to increase awareness and knowledge of these issues, prevent sexual abuse of children, and define prohibited grooming behaviors, the Regional Superintendent or designee shall implement an Awareness and Prevention of Sexual Abuse and Grooming Behaviors Program.

The Program will:

1. Educate students with:
  - a. An age-appropriate and evidence-informed health and safety education curriculum that includes methods for how to report child sexual abuse and grooming behaviors to authorities.
  - b. Provide information about: (i) ROE counseling options, assistance, and intervention for students who are victims of or affected by sexual abuse, and (ii) community-based Children's Advocacy Centers and sexual assault crisis centers and how to access those serving the ROE.
2. Train ROE employees about child sexual abuse and grooming behaviors by January 31 of each school year with materials that include:
  - a. A definition of prohibited grooming behaviors and boundary violations.
  - b. Evidence-informed content on preventing, recognizing, reporting, and responding to child sexual abuse, grooming behaviors, and boundary violations and
  - c. How to report child sexual abuse, grooming behaviors, and/or boundary violations.
3. Provide information to parents/guardians in student handbooks about the warning signs of child sexual abuse, grooming behaviors, and boundary violations with evidence-informed educational information that also includes:
  - a. Assistance, referral, or resource information, including how to recognize grooming behaviors, appropriate relationships between ROE employees and students, and how to prevent child sexual abuse from happening;
  - b. Methods for how to report child sexual abuse, grooming behaviors, and/or boundary violations to authorities; and
  - c. Available counseling and resources for children who are affected by sexual abuse, including both emotional and educational support for students affected by sexual abuse, so that the student can continue to succeed.
  - d. Provide parents/guardians of students in any of grades K through 8 with not less than five days' written notice before commencing any class or course providing instruction in recognizing and avoiding sexual abuse, as well as the opportunity to object in writing.

## 1-10. Code of Professional Conduct

All employees are expected to maintain high standards in their job performance, demonstrate integrity and honesty, be considerate and cooperative, and maintain professional and appropriate relationships with students, parents/guardians, staff members, and others.

### Professional and Appropriate Conduct

Professional and appropriate employee conduct are important Board goals that impact the quality of a safe learning environment and the school community, increasing students' ability to learn and the ROE's ability to educate. To protect students from sexual misconduct by employees, and employees from the appearance of impropriety, State law also recognizes the importance for ROE employees to constantly maintain professional and appropriate relationships with students by following established expectations and guidelines for employee-student boundaries. Many breaches of employee-student boundaries do not rise to the level of criminal behavior but do pose a potential risk to student safety and impact the quality of a safe learning environment. Repeated violations of employee-student boundaries may indicate the grooming of a student for sexual abuse. As bystanders, employees may know of concerning behaviors that no one else is aware of, so their training on: (1) preventing, recognizing, reporting, and responding to child sexual abuse and grooming behavior; (2) this policy; and (3) federal and state reporting requirements is essential to maintaining the Board's goal of professional and appropriate conduct.

The Regional Superintendent or designee shall identify employee conduct standards that define appropriate employee-student boundaries, provide training about them, and monitor the employees for violations of employee-student boundaries. The employee conduct standards will require that, at a minimum:

1. Employees who are governed by the Code of Ethics for Illinois Educators, adopted by the Ill. State Board of Education (ISBE), will comply with its incorporation by reference into this policy.
2. Employees are trained on educator ethics, child abuse, grooming behaviors, and employee-student boundary violations as required by law and policies.
3. Employees maintain professional relationships with students, including maintaining employee-student boundaries based upon students' ages, grade levels, and developmental levels and following established guidelines for specific situations, including but not limited to:
  - a. Transporting a student;
  - b. Taking or possessing a photo or video of a student; and
  - c. Meeting with a student or contacting a student outside the employee's professional role.
4. Employees report prohibited behaviors and/or boundary violations pursuant to ROE policies.
5. Discipline up to and including dismissal will occur for any employee who violates an employee conduct standard or engages in any of the following:
  - a. Violates expectations and guidelines for employee-student boundaries.
  - b. Sexually harasses a student.
  - c. Willfully or negligently fails to follow reporting requirements of the Abused and Neglected Child Reporting Act (325 ILCS 5/), Title IX of the Education Amendments of 1972 (20 U.S.C. §1681 et seq.), or the Elementary and Secondary Education Act (20 U.S.C. §7926).
  - d. Engages in grooming as defined in 720 ILCS 5/11-25.
  - e. Engages in grooming behaviors. Prohibited grooming behaviors include, at a minimum, sexual misconduct. Sexual misconduct is any act, including but not limited to, any verbal, nonverbal, written, or electronic communication or physical activity, by an employee with direct contact with a student, that is directed toward or with a student to establish a romantic or sexual relationship with the student. Examples include, but are not limited to:
    1. A sexual or romantic invitation.
    2. Dating or soliciting a date.
    3. Engaging in sexualized or romantic dialog.
    4. Making sexually suggestive comments that are directed toward or with a student.
    5. Self-disclosure or physical exposure of a sexual, romantic, or erotic nature.
    6. A sexual, indecent, romantic, or erotic contact with the student.



## 1-11. Drug and Alcohol-Free Workplace

The Regional Office of Education 26 recognizes the problem of controlled substance, cannabis, and alcohol abuse in society, while also realizing that controlled substance, cannabis, and alcohol dependency and abuse can be treated and controlled. Our ROE strives to provide for the safety and security of its employees. To this end, the purpose of this policy is to provide a work environment that is free of controlled substance, cannabis, and alcohol abuse.

The ROE has set requirements and has established restrictions on the use, sale and possession of controlled substances, cannabis, and alcohol; and has identified circumstances for substance abuse testing. The ROE maintains a Zero Tolerance policy while on-site, on-duty, and on-call. These are outlined below:

For the purpose of this policy, the following are defined as:

“Cannabis” means a marijuana, hashish, and any other substances that are identified as including any parts of the plant. This included cannabis, cannabis concentrate, medical cannabis, and any cannabis infused products, including CBD and THC infused. For further definitions of what this includes, refer to the Cannabis Regulation and Tax Act: Public Act 101-0027.

"Controlled Substance" means (i) a drug, substance, immediate precursor, or synthetic drug in the Schedules of Article II of the Controlled Substances Act or (ii) a drug or other substance, or immediate precursor, designated as a controlled substance by the Department through administrative rule. For further definitions of what this includes, refer to the Illinois Controlled Substances Act 720 ILCS 570.

“Alcohol” means the product of distillation of any fermented liquid, whether rectified or diluted, whatever may be the origin thereof, and includes synthetic ethyl alcohol. For further definitions of what this includes, refer to the Liquor Control Act of 1934 235 ILCS 5.

### Use, Sale, Possession, Distribution, and Transportation

In keeping with the ROE's objective to provide a safe and healthful work environment:

- The use, sale, possession, distribution or transportation of controlled substances, cannabis, or alcohol while on ROE property or ROE business is strictly prohibited and may result in discipline up to and including termination of employment.
- Controlled Substances, cannabis, and alcohol may not be bought, sold or consumed on any ROE owned or leased property (including vehicles, parking lots, and job-sites. Employees are prohibited from consuming controlled substances, alcohol, and cannabis while on work time, including during meal periods and breaks.
- Employees will not be permitted to work while under the influence of alcohol or cannabis.
- Employees will not be permitted to work with a detectable level of prohibited substances in their systems. Prohibited substances include both controlled substances and prescription drugs that have not been specifically prescribed by a registered physician for specific treatment purposes for the employee. Any employee who is using prescription or over-the-counter drugs that may impair the employee's ability to safely perform the job, or affect the safety or well being of others, must notify a supervisor of such use immediately before starting or resuming work.  
While the ROE has no intention of intruding into the private lives of its employees, we do require all employees to report to work in a condition that allows them to perform their duties and not impair the safety of fellow employees. Individuals who appear to be unfit for work may be subject to a fitness-for-duty examination at a designated medical facility, shall be subject to random drug and alcohol testing, and shall be subject to discipline up to and including discharge.
- Any employee who is designated as “on-call” will not be permitted to be under the influence of alcohol, cannabis, or with a detectable level of controlled substances in their system. An employee is designated as “on-call” if they have been given a 24-hour notice to be on standby or otherwise

responsible for performing task related to his or her employment either at the employer's premises or other previously designated location to perform a work-related task.

- Any employee who is involved with on-the-job or off-the-job controlled substance use, sale, possession, dispensation, unlawful manufacture, transportation, or distribution may be considered in violation of this policy. In deciding what action to take, the ROE will take into consideration the nature of the charges including arrest, conviction, plea bargains and employee's assignment and record with the ROE. In addition, the ROE will consider any adverse effect the employee's actions may have on its clients, other employees, the public, or the ROE's reputation and image.
- The ROE does not intend to authorize indiscriminate searches of lockers, desks or personal effects on the ROE's property, but we do reserve the right to authorize searches for controlled substances, cannabis, alcohol, or contraband.
- Employees in jobs designated as "safety-sensitive" who are undergoing prescribed medical treatment with a controlled substance (including medical cannabis) must report this fact to their supervisor. This information will be handled on a very confidential basis, but it is important for the ROE to know treatment is occurring. A determination will be made if the employee's assignment is temporarily affected; the employee's job will not be jeopardized.
- An employee must report any criminal conviction for manufacturing, distributing, dispensing, possessing, and using controlled substances to the employer.

## **SUBSTANCE TESTING**

- ◆ To support the objective of a drug and alcohol free workplace, testing for drugs & chemical substances may be required under the following circumstances:

### **(1) PRE-EMPLOYMENT**

- ◆ Pre-employment drug testing may be a part of the employment process. Upon an offer of employment, a test may be required for all final candidates, and no applicant-testing positive for controlled substances will be employed. Applicants testing positive for cannabis will be subject to the limits set forth in Section 11-501 or 11-502.1 of the Illinois Vehicle Code. Applicants who exceed the THC presence permissible under the Illinois Vehicle Code may not be approved for employment based on test results. Applications whose jobs require them to comply with federal DOT regulations or contract requirements may be subject to pre-employment testing and may not be approved for employment based on test results. This includes all employment and re-employment, whether for temporary, part-time or full-time positions.

### **(2) POST ACCIDENT**

- ◆ After a work-related accident where judgment, coordination or physical or mental ability may have been impaired. Testing is required after an injury resulting in medical treatment or lost time or for an employee whose behavior raises a reasonable suspicion of controlled substance, cannabis, or alcohol use (Testing is also required for an employee, who causes injury to another person, and may not have caused injury to themselves). A test will also be required after a vehicle accident as defined by the ROE's administration.

### **(3) REASONABLE CAUSE**

- ◆ Employees may be required to submit to drug/alcohol testing whenever Regional Office of Education 26 has a good faith belief that an employee has violated any of the rules set forth in this policy. An employer has a "good faith belief" if an employee manifests specific, articulable symptoms while at work, performing job duties, or while on call that decrease or lessen the employee's performance of the duties or tasks

of the employee's job position. Employees are subject to testing based on (but not limited to) observations by at least two members of administration of apparent workplace use, possession or impairment. Administration should be consulted before sending an employee for testing. Administration must use the Reasonable Suspicion Observation Checklist to document specific observations and behaviors that create a reasonable suspicion that an employee is under the influence of controlled substances, cannabis, or alcohol. Reasonable suspicion may arise from, among other factors,

- ◆ Movements (unsteady, fidgety, dizzy).
- ◆ Eyes (dilated, constricted or watery eyes, or involuntary eye movements).
- ◆ Face (flushed, sweating, confused or blank look).
- ◆ Speech (slurred, slow, distracted mid-thought, inability to verbalize thoughts).
- ◆ Emotions (argumentative, agitated, irritable, drowsy).
- ◆ Actions (yawning, twitching).
- ◆ Inactions (sleeping, unconscious, no reaction to questions).

#### **(4) PERIODIC OR RANDOM**

- ◆ On an unannounced and random basis. Random tests may be more frequent for those working in a safety sensitive position, however all positions may be subject to random testing.

#### **Notification of Impairment**

It shall be the responsibility of each employee who observes or has knowledge of another employee in a condition that impairs the employee in the performance of his or her job duties, or who presents a hazard to the safety and welfare of others, or is otherwise in violation of this policy, to promptly report that fact to his or her immediate supervisor. All reports will be taken seriously. Persons submitting false reports are subject to discipline up to and including termination.

#### **Summary**

While we hope that the ROE will never have to address controlled substance, cannabis, or alcohol abuse with any employee, it is only fair that every employee understands the consequences of violating this policy. Working under the influence of controlled substances, cannabis, or alcohol, as indicated by test results or other evidence, and violation of other provisions of this policy will result in disciplinary action, up to and including discharge - even for the first offense. In regard to cannabis testing, employees will be given a reasonable opportunity to contest the basis of the test results. If an employee plans to contest the determination, an appeal must be submitted to Administration within seven (7) calendar days of the employee being informed of the determination. In addition, refusal to participate in any part of the program can be considered an act of insubordination and may also lead to disciplinary action, up to and including discharge.

*Nothing contained in this policy is intended to discriminate based on: race, sex, sexual orientation, religion, national origin, physical disability, color, age, genetics, protected veteran status, gender identity or expression, and any other characteristics protected by federal, state, and local law.*

### **1-12. Workplace Violence**

Regional Office of Education #26 is strongly committed to providing a safe workplace. The purpose of this policy is to minimize the risk of personal injury to employees and damage to ROE and personal property.

We do not expect employees to become experts in psychology or to physically subdue a threatening or violent individual. Indeed, we specifically discourage employees from engaging in any physical confrontation with a



violent or potentially violent individual. However, we do expect and encourage employees to exercise reasonable judgment in identifying potentially dangerous situations.

Experts in the mental health profession state that prior to engaging in acts of violence, troubled individuals often exhibit one or more of the following behaviors or signs: over-resentment, anger and hostility; extreme agitation; making ominous threats such as bad things will happen to a particular person, or a catastrophic event will occur; sudden and significant decline in work performance; irresponsible, irrational, intimidating, aggressive or otherwise inappropriate behavior; reacting to questions with an antagonistic or overtly negative attitude; discussing weapons and their use, and/or brandishing weapons in the workplace; overreacting or reacting harshly to changes in ROE policies and procedures; personality conflicts with co-workers; obsession or preoccupation with a co-worker or Supervisor; attempts to sabotage the work or equipment of a co-worker; blaming others for mistakes and circumstances; or demonstrating a propensity to behave and react irrationally.

### **Prohibited Conduct**

Threats, threatening language or any other acts of aggression or violence made toward or by any ROE employee WILL NOT BE TOLERATED. For purposes of this policy, a threat includes any verbal or physical harassment or abuse, any attempt at intimidating or instilling fear in others, menacing gestures, flashing of weapons, stalking or any other hostile, aggressive, injurious or destructive action undertaken for the purpose of domination or intimidation. To the extent permitted by law, employees and visitors are prohibited from carrying weapons onto ROE premises.

### **Procedures for Reporting a Threat**

All potentially dangerous situations, including threats by co-workers, should be reported immediately to any member of management with whom the employee feels comfortable. Reports of threats may be maintained confidential to the extent maintaining confidentiality does not impede our ability to investigate and respond to the complaints. All threats will be promptly investigated. All employees must cooperate with all investigations. No employee will be subjected to retaliation, intimidation or disciplinary action as a result of reporting a threat in good faith under this policy.

If the ROE determines, after an appropriate good faith investigation, that someone has violated this policy, the ROE will take swift and appropriate corrective action.

If an employee is the recipient of a threat made by an outside party, that employee should follow the steps detailed in this section. It is important for us to be aware of any potential danger in our offices. Indeed, we want to take effective measures to protect everyone from the threat of a violent act by an employee or by anyone else.

## **1-13. Concealed Weapons**

In the interest of protecting the safety of employees and visitors of Regional Office of Education #26 and in recognition of the Illinois Firearm Concealed Carry Act (430 ILCS 66), employees and visitors of Regional Office of Education #26 are prohibited from carrying firearms in any ROE owned or leased building on any ROE premise, at any ROE work location, in any ROE vehicle, at a ROE controlled site, or at any time or in an area that is associated with ROE employment while the employee is acting within the course and scope of his or her employment. Employees shall be aware of the list of prohibited areas described in the state statute. Employees who bring a weapon into one of the prohibited areas while acting within the course and scope of his or her employment will be subject to disciplinary action including, but not limited to, termination by the Regional Office of Education #26

The word “employee” in this policy shall mean classifications including but not limited to, classified employees, unclassified employees, contractual employees, members of any boards or commissions, volunteers working on behalf of the ROE.

Employees of Regional Office of Education #26 are prohibited from bringing a firearm onto a ROE owned or leased parking lot, even if it is kept in his or her own vehicle, except for employees who possess a valid license to carry a concealed weapon. A ROE employee with a valid license to carry a concealed weapon who chooses to carry a concealed weapon while driving to and from work and park in a ROE owned or leased parking lot, must secure his or her weapon in his or her own locked vehicle, either in a locked compartment within the vehicle or in the trunk before he or she acts in the course and scope of his or her employment.

Any ROE employee who violates this policy shall be considered as acting outside the course and scope of his or her duties and will be subject to disciplinary action up to and including termination by the ROE. Regional Office of Education #26 will not defend or indemnify an employee who carries or discharges personal weapons on the job.

#### **1-14. Organization Tools and Equipment**

The ROE shall supply all power tools and machinery. Tools and equipment shall be picked up at the end of the workday and returned to their proper location.

#### **1-15. Visitors / Admission to Facilities**

All visitors must enter through the main office, and must receive permission from office administration to enter premises.

Employees shall enter the office only when they are there on ROE business. At other times, they must obtain permission from Regional Superintendent (No other friends, visitors, or family shall be allowed without administration permission). Regional Superintendent reserves the right to inspect all packages and containers entering or leaving the facilities.

#### **1-16. Operating Suggestions and Improvements**

All employees are encouraged to bring to his/her supervisor's attention any suggestion he/she might have to improve the operating efficiency of our ROE.

If you so desire, you may also take advantage of the Suggestion Box located in the facilities. If you wish to remain anonymous, this is the forum for you. All suggestions are carefully considered, and although change may not come immediately, it may be responsible for improvements and future successes.

## Section 2 - Operational Policies

### 2-1. Employee Classifications

For purposes of this manual, all employees fall within one of the classifications below:

**Full-Time Employees** - Employees who regularly work at least 35 hours per week who were not hired on a short-term basis. Full-time employees generally are eligible for the full benefits package, subject to the terms, conditions and limitations of each benefit program. Full-time employees that work less than 12 months may be subject to pro-rated benefits depending on the number of days worked.

**Part-Time Employees** - Employees who regularly work fewer than 35 hours per week who were not hired on a short-term basis. Part-time employees are eligible for some of the benefits offered, subject to the terms, conditions and limitations of each benefit program.

**Seasonal Employees** - Employees who were hired for seasonal or occasional work. Seasonal employees that work less than 1000 hours per year are not eligible for fringe benefits.

In addition to the above classifications, employees are categorized as either "**exempt**" or "**non-exempt**" for purposes of federal and state wage and hour laws. Employees classified as exempt do not receive overtime pay; they generally receive the same weekly salary regardless of hours worked. Such salary may be paid less frequently than weekly. The employee will be informed of these classifications upon hire and informed of any subsequent changes to the classifications.

### 2-2. Trial Period

The first 90 days of employment is an introductory period. This is an opportunity for the ROE to evaluate performance. It also is an opportunity for the employee to decide whether he or she is happy being employed by the ROE. The ROE may extend the introductory period if it desires. Completion of the introductory period does not alter an employee's at-will status.

Regional Office of Education #26 will conduct a formal performance review at the end of the introductory period.

### 2-3. Your Employment Records

In order to obtain their position, employees provided us with personal information, such as address and telephone number. This information is contained in the employee's personnel file.

The employee should keep his or her personnel file up to date by informing the Assistant Regional Superintendent of Schools of any changes. The employee also should inform the Assistant Regional Superintendent of Schools of any specialized training or skills he or she may acquire in the future, as well as any changes to any required visas. Unreported changes of address, marital status, etc. can affect withholding tax and benefit coverage. Further, an "out of date" emergency contact or an inability to reach the employee in a crisis could cause a severe health or safety risk or other significant problem.

### 2-4. Working Hours and Schedule

Regional Office of Education #26 normally is open for business from 8:00 am to 4:00 pm, Monday through Friday. The employee will be assigned a work schedule and will be expected to begin and end work according to the schedule. To accommodate the needs of our business, at some point we may need to change individual work schedules on either a short-term or long-term basis.

Employees who work seven (7) or more hours per day shall be entitled to an unpaid 60-minute duty-free lunch period. A Supervisor will provide further details.

Work hours and schedules may change depending on the position. **Please see appendices for appropriate work schedules.**

## **2-5. Timekeeping Procedures**

Employees must record their actual time worked for payroll and benefit purposes. Non-exempt employees must record the time work begins and ends, as well as the beginning and ending time of any departure from work for any non-work-related reason, on forms as prescribed by management.

Altering, falsifying or tampering with time records is prohibited and subjects the employee to discipline, up to and including discharge.

Exempt employees are required to record their daily work attendance and report full days of absence from work for reasons such as leaves of absence, sick leave or personal business.

Non-exempt employees may not start work until their scheduled starting time.

It is the employee's responsibility to sign time records to certify the accuracy of all time recorded. Any errors in the time record should be reported immediately to a Supervisor, who will attempt to correct legitimate errors.

## **2-6. Overtime**

Like most successful companies, we experience periods of extremely high activity. During these busy periods, additional work is required from all of us. Supervisors are responsible for monitoring business activity and requesting overtime work if it is necessary. Effort will be made to provide employees with adequate advance notice in such situations.

Any non-exempt employee who works overtime will be compensated at the rate of one and one-half times (1.5) his/her normal hourly wage for all time worked in excess of forty (40) hours each week, unless otherwise required by law.

Employees may work overtime only with prior management authorization.

For purposes of calculating overtime for non-exempt employees, the workweek begins at 12 a.m. on Monday and ends 168 hours later at 12 a.m. on the following Monday.

## **2-7. Travel Time for Non-Exempt Employees**

### **Overnight, Out-of-Town Trips**

Non-exempt employees will be compensated for time spent traveling (except for meal periods) during their normal working hours, on days they are scheduled to work and on unscheduled work days (such as weekends). Non-exempt employees also will be paid for any time spent performing job duties during otherwise non-compensable travel time; however, such work should be limited absent advance management authorization.

### **Out-of-Town Trips for One Day**

Non-exempt employees who travel out of town for a one-day assignment will be paid for all travel time, except for, among other things: (i) time spent traveling between the employee's home and the local railroad, bus or plane terminal; and (ii) meal periods.

### **Local Travel**

Non-exempt employees will be compensated for time spent traveling from one job site to another job site during a workday. The trip home, however, is non-compensable when an employee goes directly

home from his/her final job site, unless it is much longer than his/her regular commute home from the regular worksite. In such case, the portion of the trip home in excess of the regular commute is compensable.

### **Commuting Time**

Under the Portal to Portal Act, travel from home to work and from work to home is generally non-compensable. However, if a non-exempt employee regularly reports to a worksite near his/her home, but is required to report to a worksite farther away than the regular worksite, the additional time spent traveling is compensable.

If compensable travel time results in more than 40 hours worked by a non-exempt employee, the employee will be compensated at an overtime rate of one and one-half times the regular rate.

To the extent that applicable state law provides greater benefits, state law applies.

## **2-8. Safe Harbor Policy for Exempt Employees**

It is our policy and practice to accurately compensate employees and to do so in compliance with all applicable state and federal laws. To ensure proper payment and that no improper deductions are made, employees must review pay stubs promptly to identify and report all errors.

Employees classified as exempt salaried employees will receive a salary which is intended to compensate them for all hours they may work for the ROE. This salary will be established at the time of hire or classification as an exempt employee. While it may be subject to review and modification from time to time, such as during salary review times, the salary will be a predetermined amount that will not be subject to deductions for variations in the quantity or quality of the work performed.

Under federal and state law, salary is subject to certain deductions. For example, unless state law requires otherwise, salary can be reduced for the following reasons:

- Full-day absences for personal reasons.
- Full-day absences for sickness or disability.
- Full-day disciplinary suspensions for infractions of our written policies and procedures.
- Family and Medical Leave absences (either full- or partial-day absences).
- To offset amounts received as payment from the court for jury and witness fees or from the military as military pay.
- The first or last week of employment in the event the employee works less than a full week.
- Any full work week in which the employee does not perform any work.

Salary may also be reduced for certain types of deductions such as a portion of health, dental or life insurance premiums; state, federal or local taxes; social security; or voluntary contributions to a 401(k) or pension plan.

In any work week in which the employee performed any work, salary will not be reduced for any of the following reasons:

- Partial day absences for personal reasons, sickness or disability.
- An absence because the employer has decided to close a facility on a scheduled work day.
- Absences for jury duty, attendance as a witness, or military leave in any week in which the employee performed any work (subject to any offsets as set forth above).
- Any other deductions prohibited by state or federal law.

However, unless state law provides otherwise, deductions may be made to accrued leave for full- or partial-day absences for personal reasons, sickness or disability.

If the employee believes he or she has been subject to any improper deductions, the employee should immediately report the matter to a supervisor. If the supervisor is unavailable or if the employee believes it would be inappropriate to contact that person (or if the employee has not received a prompt and fully acceptable

reply), he or she should immediately contact the Regional Superintendent of Schools or any other supervisor in the ROE with whom the employee feels comfortable.

## **2-9. Your Paycheck**

The employee will be paid semi-monthly (14th & 28th) for all the time worked during the preceding pay period. If the pay day falls on a weekend or holiday, checks will be distributed on the previous workday.

Payroll stubs itemize deductions made from gross earnings. By law, ROE is required to make deductions for Social Security, federal income tax and any other appropriate taxes. These required deductions also may include any court-ordered garnishments. Payroll stubs also will differentiate between regular pay received and overtime pay received.

Unemployment compensation contributions to the state's unemployment compensation fund are made entirely by the agency. Employees do not and are not required to contribute to this fund.

If there is an error in an employee's pay, the employee should bring the matter to the attention of ROE Bookkeeper immediately so the ROE can resolve the matter quickly and amicably.

Paychecks will be given only to the employee, unless he or she requests that they be mailed, or authorize in writing another person to accept the check.

## **2-10. Payroll Deductions**

There are payroll deductions that are required by Federal & State regulation including Federal & State Income Tax, Social Security Tax, Medicare Taxes and Garnishments/Wage attachments. Also, in qualifying positions, IMRF and/or TRS must be withheld. Additionally, there may be withholdings authorized by each employee for specific employee benefits including medical insurance, retirement plan contributions, etc. These withholdings will be included on each employee's pay-stub.

## **2-11. Performance Reviews**

Depending on the employee's position and classification, Regional Office of Education #26 endeavors to review performance annually. However, a positive performance evaluation does not guarantee an increase in salary, a promotion, or continued employment. Compensation increases and the terms and conditions of employment, including job assignments, transfers, promotions, and demotions, are determined by and at the discretion of management.

In addition to these formal performance evaluations, the ROE encourages employees and Supervisors to discuss job performance on a frequent and ongoing basis.

## **2-12. Record Retention**

ROE acknowledges its responsibility to preserve information relating to litigation, audits and investigations. Failure on the part of employees to follow this policy can result in possible civil and criminal sanctions against the ROE and its employees and possible disciplinary action against responsible individuals (up to and including discharge of the employee). Each employee has an obligation to contact the Office Manager to inform him or her of potential or actual litigation, external audit, investigation or similar proceeding involving the ROE that may have an impact on record retention protocols.



## Section 3 - Benefits

### 3-1. Benefits Overview

In addition to good working conditions and competitive pay, it is Regional Office of Education #26's policy to provide a combination of supplemental benefits to all eligible employees. In keeping with this goal, each benefit program has been carefully devised. These benefits include time-off benefits, such as vacations and holidays, and insurance and other plan benefits. We are constantly studying and evaluating our benefits programs and policies to better meet present and future requirements. These policies have been developed over the years and continue to be refined to keep up with changing times and needs.

The next few pages contain a brief outline of the benefits programs Regional Office of Education #26 provides employees and their families. Of course, the information presented here is intended to serve only as guidelines. The descriptions of the insurance and other plan benefits merely highlight certain aspects of the applicable plans for general information only. The details of those plans are spelled out in the official plan documents, which are available for review upon request from the Office Manager. Additionally, the provisions of the plans, including eligibility and benefits provisions, are summarized in the summary plan descriptions ("SPDs") for the plans (which may be revised from time to time). In the determination of benefits and all other matters under each plan, the terms of the official plan documents shall govern over the language of any descriptions of the plans, including the SPDs and this manual.

Further, Regional Office of Education #26 (including the officers and administrators who are responsible for administering the plans) retains full discretionary authority to interpret the terms of the plans, as well as full discretionary authority with regard to administrative matters arising in connection with the plans and all issues concerning benefit terms, eligibility and entitlement.

While the ROE intends to maintain these employee benefits, it reserves the absolute right to modify, amend or terminate these benefits at any time and for any reason.

If employees have any questions regarding benefits, they should contact the Office Manager.

### 3-2. Holidays

Eligible full-time employees will be paid for the following holidays:

Martin Luther King, Jr. Day	President's Day	Good Friday
Memorial Day	Independence Day	Labor Day
Columbus Day	Veterans' Day	Thanksgiving Day
Day after Thanksgiving	All business days from Christmas Eve to New Year's Day	

When holidays fall or are celebrated on a regular work day, eligible employees will receive one (1) day's pay at their regular straight-time rate. Eligible employees who are called in to work on a holiday will receive one (1) day's pay at their regular straight-time rate, and an additional payment of straight-time for the actual time they work that day.

If a holiday falls within an eligible employee's approved vacation period, the eligible employee will be paid for the holiday (at the regular straight-time rate) in addition to the vacation day, or the eligible employee will receive an additional vacation day at the option of the ROE.

If a holiday falls within a jury duty or bereavement leave, the eligible employee will be paid for the holiday (at the regular straight-time rate) in addition to the leave day, or the eligible employee will receive an additional day off at the option of the ROE.

### 3-3. Vacations

We know how hard employees work and recognize the importance of providing time for rest and relaxation. We fully encourage employees to get this rest by taking your vacation time.

Vacation schedules vary depending on position held. **Please see appendices for details.**

Vacations should be taken during the year accrued, unless otherwise required by law. Accrued, unused vacation time can be carried over to the following calendar year only if approved by the Office Manager.

Every effort will be made to grant the employee's vacation preference, consistent with our operating schedule. However, if too many people request the same period of time off, ROE reserves the right to choose who may take vacation during that period. Employees with the longest length of service generally will be given preference. Vacation requests must be submitted to an employee's supervisor at least two (2) weeks in advance of their requested vacation dates.

Vacation may be used in one (1) hour increments.

Advanced but un-accrued vacation will be deducted from your final paycheck, to the extent permitted by law.

### 3-4. Sick Days

Full-time employees may be eligible to receive paid sick days each year. **Please see appendices for details.**

If an employee will be out of work due to illness, he or she must call in and notify his or her supervisor as early as possible, but at least by the start of the workday. If the employee calls in sick for three (3) or more consecutive days, he or she may be required to provide their supervisor with a doctor's note on the day he or she returns to work.

Sick days must be taken during the year they are received.

While sick days are intended to cover only an employee's own illnesses, if required by applicable state or local law, sick days may be used to care for a family member's (including civil union partners') illness or for any other reason required by applicable state or local law.

Advanced but un-accrued sick days will be deducted from the final paycheck, to the extent permitted by state law.

### 3-5. Maternity Leave

ROE is firmly committed to protecting the rights of expectant mothers and complying with Title VII of the 1964 Civil Rights Act as amended by the Pregnancy Discrimination Act of 1978. ROE's policy is to treat women affected by pregnancy, childbirth or related medical conditions in the same manner as other employees unable to work because of their physical condition in all employment aspects, including recruitment, hiring, training, promotion and benefits.

Further, ROE fully recognizes eligible employees' rights and responsibilities under the Family and Medical Leave Act, applicable state and local family leave laws, and the Americans with Disabilities Act. Paid leave may be substituted for unpaid maternity leave in accordance with ROE's paid-leave substitution provisions of the FMLA policy.

Pregnant employees may continue to work until they are certified as unable to work by their physician.

If the employee is unable to return to work at the expiration of the maternity leave, the employee may apply for a leave of absence and the department head may grant a leave of absence in accordance with the procedures established in that section of the Personnel Policy manual.

Employees on maternity leave may continue to fully participate in the group insurance plan under the same terms and conditions as any other eligible employee.



### 3-6. Personal Days

ROE provides its employees with personal days to meet personal and individual needs.

Employees may be eligible for paid personal days according to their position. **Please see appendices for details.**

Personal days must be approved in advance, except in cases of emergency. Personal days may be used in hourly increments.

Advanced but un-accrued personal days will be deducted from your final paycheck, to the extent permitted by law.

### 3-7. Insurance Programs

Full-time employees may participate in the ROE's insurance programs. Under these plans, eligible employees will receive comprehensive health and other insurance coverage for themselves and their families, as well as other benefits.

Upon becoming eligible to participate in these plans, you will receive summary plan descriptions (SPDs) describing the benefits in greater detail. Please refer to the SPDs for detailed plan information. Of course, feel free to speak to the Human Resources Manager if you have any further questions.

### 3-8. Workers' Compensation

On-the-job injuries are covered by our Workers' Compensation Insurance Policy, which is provided at no cost. If employees are injured on the job, no matter how slightly, they should report the incident immediately to their supervisor. Failure to follow ROE procedures may affect the ability of the employee to receive Workers Compensation benefits.

This is solely a monetary benefit and not a leave of absence entitlement. Employees who need to miss work due to a workplace injury must also request a formal leave of absence. See the Leave of Absence sections of this manual for more information.

### 3-9. Jury Duty Leave

Regional Office of Education #26 realizes that it is the obligation of all U.S. citizens to serve on a jury when summoned to do so. All employees will be allowed time off to perform such civic service as required by law. Employees are expected, however, to provide proper notice of any request to perform jury duty as noted below and provide verification of their service, including fees received for jury duty service.

Employees also are expected to keep management informed of the expected length of jury duty service and to report to work for the major portion of the day if excused by the court. If the required absence presents a serious conflict for management, employees may be asked to try to postpone jury duty.

ROE is not obligated to compensate employees for time taken off for jury duty. However, ROE will pay the difference between the pay for jury duty and normal compensation.

Employees summoned for jury duty must deliver a copy of the summons to ROE within 10 days of the date of issuance of the summons to the employee.

### 3-10. Bereavement Leave

We know the death of a family member is a time when employees wish to be with their families. If the employee is a full-time employee and loses a close relative, he or she will be allowed paid time off of up to 3

days to assist in attending to his or her obligations and commitments. For the purposes of this policy, a close relative includes a spouse, domestic partner, child, parent, parent-in-law, sibling or grandparents. Paid leave days only may be taken on regularly scheduled, consecutive workdays. An employee must inform his or her supervisor prior to commencing bereavement leave. In administering this policy, ROE may require verification of death.

### **3-11. Family Bereavement Leave Act Policy**

The Family Bereavement Leave Act (FBLA) states that employers with 50 or more employees must provide covered employees with up to 2 weeks (10 work days) of unpaid leave for the death of a “covered family member”.

Covered family member, for the purpose of this policy, will mean an employee’s child, stepchild, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent.

#### **Eligibility**

FBLA falls under the same standards as FMLA. Therefore, an employee must meet the same eligibility requirements listed in Regional Office of Education #26’s FMLA Policy in order to be eligible to take leave under the FBLA.

Family bereavement leave may not be taken in addition to unpaid leave permitted under FMLA, and may not exceed unpaid leave time allowed under FMLA.

#### **Type of the Leave Covered**

These 2 weeks (10 work days) of FBLA leave can be used for the following:

- Attend the funeral or alternative to a funeral of a “covered family member”
- Make arrangements necessitated by the death of the “covered family member”; or
- Grieve the death of a covered family member.
- Absence(s) due to (i) miscarriage; (ii) an unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure; (iii) a failed adoption match or adoption that is not finalized; (iv) a failed surrogacy agreement; (v) a diagnosis that negatively impacts pregnancy or fertility; or (vi) stillbirth.

#### **Procedure for Requesting Leave**

Employees must provide 48-hour notice of their intention to take leave under FBLA, unless it is not reasonable and practicable. Leave under FBLA must be taken within 60 days after the employee receives notice of the death of a covered family member or from which a qualifying pregnancy/fertility event occurs.. If an employee loses more than one covered family member in any 12-month period, they are entitled to take up to six weeks of unpaid bereavement leave in that 12-month period.

#### **Certification of the Leave**

An employer may require reasonable documentation. Employers cannot require an employee to designate which category is the basis for leave for a qualifying pregnancy/fertility event.

#### **Use of Paid and Unpaid Leave**

Employees can elect to substitute paid leave for unpaid leave under the FBLA. But, unlike under FMLA, Regional Office of Education #26 may not require employees to do so.

### 3-12. Victims' Economic Security and Safety Act

In accordance with the Victims' Economic Security and Safety Act, the ROE will provide to their employees, unpaid leave up to 12 weeks per rolling year for an employee who is a victim of domestic or sexual violence or has a family or household member who is a victim of domestic or sexual violence whose interests are not adverse to the employee as it relates to the domestic or sexual violence. Unpaid leave from work may be taken to address domestic or sexual violence by:

1. Seeking medical attention for, or recovering from, physical or psychological injuries caused by domestic or sexual violence to the employee or the employee's family or household member;
2. Obtaining services from a victim services organization for the employee or the employee's family or household member;
3. Obtaining psychological or other counseling for the employee or the employee's family or household member;
4. Participating in safety planning, temporarily or permanently relocating, or taking other actions to increase the safety of the employee or the employee's family or household member from future domestic or sexual violence or ensure economic security; or
5. Seeking legal assistance or remedies to ensure the health and safety of the employee or the employee's family or household member, including preparing for or participating in any civil or criminal legal proceeding related to or derived from domestic or sexual violence.

*\* "Family or house hold member" is defined as a spouse, parent, son, daughter, and persons jointly residing in the same household.*

This act does not create a right for an employee to take unpaid leave that exceeds the unpaid leave time allowed under, or is in addition to the unpaid leave time permitted by, the federal Family and Medical Leave Act of 1993.

#### Application for Leave/Notice by Employee

Any employee who desires a leave of absence pursuant to this policy must complete, sign, and submit an application for leave of absence to his or her immediate supervisor. The employee shall provide the employer with at least 48 hours' notice in advance of the employee's intention to take the leave unless providing such notice is not practicable.

#### Certification Procedure

Every application for Leave of Absence pursuant to this policy must include certification that: (1) the employee or the employee's family or household member is a victim of domestic or sexual violence; and (2) the leave is for one of the purposes in the above paragraph. An employee may satisfy the certification requirement by providing: (1) documentation from an employee, agent, or volunteer of a victim services organization, an attorney, a member of the clergy, or a medical or other professional from whom the employee or the employee's family or household member has sought assistance in addressing domestic or sexual violence and the effects of the violence; (2) a police or court record; or (3) other corroborating evidence. The documentation must be submitted in a timely manner. It is the responsibility of the employee to submit the written documentation and it shall be attached to the application for leave of absence.

#### Conditions of Victims' Economic Security and Safety Act

The following conditions apply to a leave of absence pursuant to this policy:

1. In its discretion, the ROE may require an employee taking approved leave of absence to periodically report on his or her status and intention to return to work.
2. An employee taking leave of absence may not engage in other work or employment during the leave of absence. If an employee engages in other work or employment during the leave of

absence, the employee will be considered to have violated the terms of the leave of absence, and to have voluntarily terminated his or her employment with the ROE.

3. If an employee is granted a leave of absence on an intermittent basis or on a reduced schedule basis, the ROE may require the employee to temporarily transfer to an alternative position that accommodates the employee's recurring absences or part-time schedule.
4. If at the time of applying for a leave of absence or during the leave of absence the employee intends not to return to work or decides not to return to work after the completion of the leave of absence, the employee will be liable and required to reimburse the ROE for the cost of payments made to maintain the employee's benefits during the leave of absence.

### **Compensation and Benefits during VESSA**

An employee may apply earned vacation time and personal time toward the 12-week period allowed for any approved leave of absence pursuant to this policy. There is no other compensation paid by the ROE other than the payment for earned vacation and personal time noted above during a leave of absence.

### **3-13. Witness Leave**

An employee called to serve as a witness in a judicial proceeding must notify his/her supervisor as soon as possible.

Employees may be compensated for time away from work to participate in a court case if work related. If the time off is not work related, employees may use available vacation and personal time to cover the period of absence.

Employees attending judicial proceedings in response to a subpoena will not be disciplined for their absence.

### **3-14. Voluntary Emergency Workers Leave**

The ROE will not discharge employees who serve as volunteer emergency workers and are absent from or late to work due to their participation in an emergency situation. Volunteer emergency workers include volunteer firefighters, emergency medical technicians, ambulance drivers or attendants, first responders, members of county municipal emergency services and disaster agencies, and auxiliary policemen or deputies. Employees must make a reasonable effort to notify the ROE that they may be absent from or late to work.

### **3-15. Retirement Plan**

Employees who are expected to work 1000 or more hours per year must contribute to the Illinois Municipal Retirement Fund (IMRF). These employees are considered participating members of the IMRF and will have the appropriate deductions made from their salary. Certified teachers employed by the ROE participate in the Teachers' Retirement System (TRS). The Regional Office will contribute the amount designated by the IMRF or TRS in the name of the employee or staff member.

This retirement program is in addition to Social Security benefits. IMRF, as it is called, provides retirement, disability and death benefits for all qualified employees. A brochure explaining IMRF is available from the County Clerk's office. Information regarding Social Security benefits may be obtained from your nearest Social Security office. A payroll deduction covering both IMRF or TRS and Social Security will be made from your payroll check.

### **3-16. COBRA Insurance**

The Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their dependents (qualified beneficiaries) the opportunity to continue health insurance coverage under our health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment, or death of an employee; a reduction in an employee's hours or a leave

of absence; an employee's divorce or legal separation; or a dependent child who no longer meets eligibility requirements.

Under COBRA, the employee or beneficiary pays the full cost of coverage of the group rates plus administration fee.

We provide each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under the health insurance plan. The notice contains important information about the employee's rights and obligations.

It is the employee's responsibility to inform the Plan Administrator of the following events for eligibility purposes:

- The participant becomes entitled to Medicare benefits
- The participant and spouse become divorced
- The participant and spouse become legally separated
- A participant's child ceases to be a depend under the plan

### **3-17. Uniformed Services Employment and Reemployment Rights Act (USERRA)**

Any employee, other than temporary and seasonal employees, who leaves active employment for the purpose of being inducted, entering, determining physical fitness to enter, or performing training duty in the Armed Forces or Coast Guard, either by enlistment, draft or recall, will be granted a leave of absence.

#### **Reemployment Rights**

You have the right to be reemployed in your civilian job if you leave that job to perform service in the uniformed service and:

- You ensure that your employer receives advance written or verbal notice of your service;
- You have five years or less of cumulative service in the uniformed services while with that particular employer;
- You return to work or apply for reemployment in a timely manner after conclusion of service; and
- You have not been separated from service with a disqualifying discharge or under other than honorable conditions.

Upon the expiration of such leave of absence, each employee will be restored to his/her former job classification or to a position of like seniority, status and pay; unless, circumstances of the ROE have so changed as to make it impossible or unreasonable to do so.

### **3-18. Personal Leave**

After successfully completing the introductory period, leave of absence WITHOUT PAY may be granted to employees for legitimate reasons with prior approval of the Regional Superintendent, provided that such leave is NOT for engaging in gainful employment.

Leaves of absence may be granted for up to ninety (90) days, with extensions of ninety (90) day increments up to a total of 365 days.

If full-time employees are ineligible for any other ROE leave of absence, the Regional Office of Education #26, under certain circumstances, may grant a personal leave of absence without pay. A written request for a personal leave should be presented to management at least two (2) weeks before the anticipated start of the leave. If the leave is requested for medical reasons and employees are not eligible for leave under the federal Family and Medical Leave Act (FMLA) or any state leave law, medical certification also must be submitted. The request will be considered on the basis of staffing requirements and the reasons for the requested leave, as well as performance and attendance records. During the leave, employees will not earn vacation, personal days or sick days.

When the employee anticipates returning to work, he or she should notify management of the expected return date. This notification should be made at least one week before the end of the leave.

Upon completion of the personal leave of absence, ROE will attempt to return employees to their original job or a similar position, subject to prevailing business considerations. Reinstatement, however, is not guaranteed.

When leaves of absence are granted for illness or injury or in excess of six (6) months, upon your return to duty you must furnish the facility with a signed and dated physician's statement certifying that you are free from any communicable, contagious or infectious disease(s) and that you are physically qualified to resume your duties.

Jobs vacated by personal leaves will be filled temporarily where possible. However, the ROE retains the right to permanently fill these vacancies when it is deemed necessary and in the best interest of the ROE.

Employees returning from an approved leave of absence shall be placed in an available position in the following priorities:

- On his/her old job
- On a substantially equivalent job for which he/she is capable of performing
- On a lower job which he/she can satisfactorily perform

Failure to advise management of availability to return to work, failure to return to work when notified or a continued absence from work beyond the time approved by the ROE will be considered a voluntary resignation of employment.

### **3-19. Military Leave**

If employees are called into active military service or enlist in the uniformed services, they will be eligible to receive an unpaid military leave of absence. To be eligible for military leave, employees must provide management with advance notice of service obligations unless they are prevented from providing such notice by military necessity or it is otherwise impossible or unreasonable to provide such notice. Provided the absence does not exceed applicable statutory limitations, employees will retain reemployment rights and accrue seniority and benefits in accordance with applicable federal and state laws. Employees should ask management for further information about eligibility for Military Leave.

If employees are required to attend yearly Reserves or National Guard duty, they can apply for an unpaid temporary military leave of absence not to exceed the number of days allowed by law (including travel). They should give management as much advance notice of their need for military leave as possible so that we can maintain proper coverage while employees are away.

### **3-20. Family Military Leave Act**

The ROE will grant eligible employees up to 30 days of unpaid family military leave if their spouse or child is called to military service with the State or the United States for more than 30 days. Family military leave must be taken during the time federal or State deployment orders are in effect.

To be eligible, an employee must have been employed for at least 12 months and have worked at least 1,000 hours during the 12-month period immediately preceding the request for family military leave. An employee may take family military leave only if he/she has exhausted all accrued vacation, personal, compensatory and other leave, except sick and disability leave.

The request for leave must be made at least 14 days in advance if the leave will consist of five or more consecutive work days. If the leave will consist of less than five days, the request must be made with as much advance notice as is practicable.

Employees that take family military leave may elect to continue benefits at their own expense during the leave.



Employees that take family military leave will be reinstated to the position they held before commencing leave, or to a position with equivalent seniority, status, employee benefits, pay and other terms and conditions of employment.

Employees must provide certification from the proper military authority to verify their eligibility for the family military leave requested.

### 3-21. Family and Medical Leave Act

#### The Leave Policy

Employees may be entitled to a leave of absence under the Family and Medical Leave Act (FMLA). This policy provides employees information concerning FMLA entitlements and obligations employees may have during such leaves. If employees have any questions concerning FMLA leave, they should contact Office Manager.

#### I. Eligibility

FMLA leave is available to "eligible employees." To be an "eligible employee," an employee must: 1) have been employed by ROE for at least 12 months (which need not be consecutive); 2) have been employed by ROE for at least 1,000 hours of service during the 12-month period immediately preceding the commencement of the leave; and 3) be employed at a worksite where 50 or more employees are located within 75 miles of the worksite.

#### II. Entitlements

As described below, the FMLA provides eligible employees with a right to leave, health insurance benefits and, with some limited exceptions, job restoration.

##### A. Basic FMLA Leave Entitlement:

The FMLA provides eligible employees up to 12 workweeks of unpaid leave for certain family and medical reasons during a 12-month period. The 12-month period is determined based on a rolling 12-month leave period. Leave may be taken for any one, or for a combination, of the following reasons:

- To care for the employee's child after birth or placement for adoption or foster care;
- To care for the employee's spouse, son, daughter or parent (but not in-law) who has a **serious health condition**;
- For the employee's own serious health condition (including any period of incapacity due to pregnancy, prenatal medical care or childbirth) that makes the employee unable to perform one or more of the essential functions of the employee's job; and/or
- Because of any **qualifying exigency** arising out of the fact that an employee's spouse, son, daughter or parent is a military member on covered active duty or called to covered active duty status (or has been notified of an impending call or order to covered active duty) in the Reserves component of the Armed Forces for deployment to a foreign country in support of contingency operation or Regular Armed Forces for deployment to a foreign country.

A **serious health condition** is an illness, injury, impairment or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

**Qualifying exigencies** may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, caring for the parents of the military member on covered active duty and attending post-deployment reintegration briefings.

### **B. Additional Military Family Leave Entitlement (Injured Service member Leave)**

In addition to the basic FMLA leave entitlement discussed above, an eligible employee who is the spouse, son, daughter, parent or next of kin of a **covered service member** is entitled to take up 26 weeks of leave during a single 12-month period to care for the service member with a serious injury or illness. Leave to care for a service member shall only be available during a single-12 month period and, when combined with other FMLA-qualifying leave, may not exceed 26 weeks during the single 12-month period. The single 12-month period begins on the first day an eligible employee takes leave to care for the injured service member.

A "**covered service member**" is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status or is on the temporary retired list, for a serious injury or illness. These individuals are referred to in this policy as "current members of the Armed Forces." **Covered service members** also include a veteran who is discharged or released from military services under condition other than dishonorable at any time during the five years preceding the date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation or therapy for a serious injury or illness. These individuals are referred to in this policy as "covered veterans." The FMLA definitions of a "serious injury or illness" for current Armed Forces members and covered veterans are distinct from the FMLA definition of "serious health condition" applicable to FMLA leave to care for a covered family member.

### **C. Special Provisions for Instructional Employees**

For purposes of this section, "instructional employees" shall be defined to mean those employees whose principal function is to teach and instruct students in a class, a small group or in an individual setting, including, but not limited to, teachers and education assistants.

An instructional employee taking leave pursuant to this policy shall be required to continue taking leave until the end of the current semester under the following circumstances:

1. The employee begins leave more than five (5) weeks before the end of the semester, the leave requested will last at least three (3) weeks, and under the leave proposal the employee would otherwise return to work during the three (3) week period before the end of the semester;
2. The employee begins leave for a purpose other than the employee's own serious health condition during the five (5) week period prior to the end of the semester, the leave requested will last at least two (2) weeks, and under the leave proposal the employee would otherwise return to work during the two (2) week period before the end of the semester; or
3. The employee begins leave for a purpose other than the employee's own serious health condition during the three (3) week period before the end of the semester and the leave requested will last more than five (5) working days.

In the event an employee chooses, or is required to take leaves for periods of a particular duration in case of intermittent or reduced schedule leave as provided herein below, or is required to continue taking leave until the end of a school term in the case of instructional employees, the entire leave period is family or medical leave and shall count against the twelve (12) weeks of unpaid leave permitted herein.



#### **D. Intermittent Leave and Reduced Leave Schedules**

FMLA leave usually will be taken for a period of consecutive days, weeks or months. However, employees also are entitled to take FMLA leave intermittently or on a reduced leave schedule when medically necessary due to a serious health condition of the employee or covered family member or the serious injury or illness of a covered service member. Qualifying exigency leave also may be taken on an intermittent basis.

Employees shall be eligible for intermittent leave and reduced leave schedule subject to the following:

1. Where leave is taken because of a birth or placement of a child for adoption or foster care, employees may take such leave only if the Regional Office agrees.
2. Where leave is taken to care for a sick family member or for an employee's own serious health condition, employees may take such leave only when medically necessary.
3. Employees shall comply with the notice procedures set forth hereinabove in seeking such leave.
4. If an eligible non-instructional employee requests intermittent leave or leave on a reduced leave schedule to care for a family member or for the employee's own serious health condition that is foreseeable and based upon planned medical treatment, the Regional Office, in its discretion, may require such employee to transfer temporarily to an available alternative position for which the employee is qualified and that has equivalent pay and benefits and better accommodates recurrent periods of leave than does the employee's regular position.
5. If an eligible instructional employee requests intermittent leave or leave on a reduced leave schedule to care for a family member, or for the employee's own serious health condition which is foreseeable based on planned medical treatment, and the employee would be on leave for more than 20 percent of the total number of working days over the period the leave would extend, the employee must choose either to:
  - a. Take leave for a period or periods of a particular duration, not greater than the duration of the planned treatment, or
  - b. Transfer temporarily to an available alternative position for which the employee is qualified, which has equivalent pay and benefits and which better accommodates recurring periods of leave than does the employee's regular position.

#### **E. No Work While on Leave**

The taking of another job while on family/medical leave or any other authorized leave of absence is grounds for immediate discharge, to the extent permitted by law.

#### **F. Protection of Group Health Insurance Benefits**

During FMLA leave, eligible employees are entitled to receive group health plan coverage on the same terms and conditions as if they had continued to work.

#### **G. Restoration of Employment and Benefits**

At the end of FMLA leave, subject to some exceptions including situations where job restoration of "key employees" will cause ROE substantial and grievous economic injury, employees generally have a right to return to the same or equivalent positions with equivalent pay, benefits and other employment terms. ROE will notify employees if they qualify as "key employees," if it intends to deny reinstatement, and of their rights in such instances. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible employee's FMLA leave.

#### **H. Notice of Eligibility for, and Designation of, FMLA Leave**

Employees requesting FMLA leave are entitled to receive written notice from ROE telling them whether they are eligible for FMLA leave and, if not eligible, the reasons why they are not eligible. When eligible for FMLA leave, employees are entitled to receive written notice of: 1) their rights and

responsibilities in connection with such leave; 2) ROE's designation of leave as FMLA-qualifying or non-qualifying, and if not FMLA-qualifying, the reasons why; and 3) the amount of leave, if known, that will be counted against the employee's leave entitlement.

ROE may retroactively designate leave as FMLA leave with appropriate written notice to employees provided ROE's failure to designate leave as FMLA-qualifying at an earlier date did not cause harm or injury to the employee. In all cases where leaves qualify for FMLA protection, ROE and employee can mutually agree that leave be retroactively designated as FMLA leave.

### **III. Employee FMLA Leave Obligations**

#### **A. Provide Notice of the Need for Leave**

Employees who take FMLA leave must timely notify ROE of their need for FMLA leave. The following describes the content and timing of such employee notices.

##### **1. Content of Employee Notice**

To trigger FMLA leave protections, employees must inform Office Manager of the need for FMLA-qualifying leave and the anticipated timing and duration of the leave, if known. Employees may do this by either requesting FMLA leave specifically, or explaining the reasons for leave so as to allow ROE to determine that the leave is FMLA-qualifying. For example, employees might explain that:

- a medical condition renders them unable to perform the functions of their job;
- they are pregnant or have been hospitalized overnight;
- they or a covered family member are under the continuing care of a health care provider;
- the leave is due to a qualifying exigency caused by a military member being on covered active duty or called to covered active duty status to a foreign country; or
- if the leave is for a family member, that the condition renders the family member unable to perform daily activities or that the family member is a covered service member with a serious injury or illness.

Calling in "sick," without providing the reasons for the needed leave, will not be considered sufficient notice for FMLA leave under this policy. Employees must respond to ROE's questions to determine if absences are potentially FMLA-qualifying.

If employees fail to explain the reasons for FMLA leave, the leave may be denied. When employees seek leave due to FMLA-qualifying reasons for which ROE has previously provided FMLA-protected leave, they must specifically reference the qualifying reason for the leave or the need for FMLA leave.

##### **2. Timing of Employee Notice**

Employees must provide 30 days' advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, or the approximate timing of the need for leave is not foreseeable, employees must provide ROE notice of the need for leave as soon as practicable under the facts and circumstances of the particular case. Employees who fail to give 30 days' notice for foreseeable leave without a reasonable excuse for the delay, or otherwise fail to satisfy FMLA notice obligations, may have FMLA leave delayed or denied.

#### **B. Cooperate in the Scheduling of Planned Medical Treatment (Including Accepting Transfers to Alternative Positions) and Intermittent Leave or Reduced Leave Schedules**

When planning medical treatment, employees must consult with ROE and make a reasonable effort to schedule treatment so as not to unduly disrupt ROE's operations, subject to the approval of an

employee's health care provider. Employees must consult with ROE prior to the scheduling of treatment to work out a treatment schedule that best suits the needs of both ROE and the employees, subject to the approval of an employee's health care provider. If employees providing notice of the need to take FMLA leave on an intermittent basis for planned medical treatment neglect to fulfill this obligation, ROE may require employees to attempt to make such arrangements, subject to the approval of the employee's health care provider.

When employees take intermittent or reduced work schedule leave for foreseeable planned medical treatment for the employee or a family member, including during a period of recovery from a serious health condition or to care for a covered service member, ROE may temporarily transfer employees, during the period that the intermittent or reduced leave schedules are required, to alternative positions with equivalent pay and benefits for which the employees are qualified and which better accommodate recurring periods of leave.

When employees seek intermittent leave or a reduced leave schedule for reasons unrelated to the planning of medical treatment, upon request, employees must advise ROE of the reason why such leave is medically necessary. In such instances, ROE and employee shall attempt to work out a leave schedule that meets the employee's needs without unduly disrupting ROE's operations, subject to the approval of the employee's health care provider.

### **C. Submit Medical Certifications Supporting Need for FMLA Leave (Unrelated to Requests for Military Family Leave)**

Depending on the nature of FMLA leave sought, employees may be required to submit medical certifications supporting their need for FMLA-qualifying leave. As described below, there generally are three types of FMLA medical certifications: an **initial certification**, a **recertification** and a **return to work/fitness for duty certification**.

It is the employee's responsibility to provide ROE with timely, complete and sufficient medical certifications. Whenever ROE requests employees to provide FMLA medical certifications, employees must provide the requested certifications within 15 calendar days after ROE's request, unless it is not practicable to do so despite an employee's diligent, good faith efforts. ROE will inform employees if submitted medical certifications are incomplete or insufficient and provide employees at least seven calendar days to cure deficiencies. ROE will deny FMLA leave to employees who fail to timely cure deficiencies or otherwise fail to timely submit requested medical certifications.

With the employee's permission, ROE (through individuals other than an employee's direct supervisor) may contact the employee's health care provider to authenticate or clarify completed and sufficient medical certifications. If employees choose not to provide ROE with authorization allowing it to clarify or authenticate certifications with health care providers, ROE may deny FMLA leave if certifications are unclear.

Whenever ROE deems it appropriate to do so, it may waive its right to receive timely, complete and/or sufficient FMLA medical certifications.

#### **1. Initial Medical Certifications**

Employees requesting leave because of their own, or a covered relation's, serious health condition, or to care for a covered service member, must supply medical certification supporting the need for such leave from their health care provider or, if applicable, the health care provider of their covered family or service member. If employees provide at least 30 days' notice of medical leave, they should submit the medical certification before leave begins. A new initial medical certification will be required on an annual basis for serious medical conditions lasting beyond a single leave year.

If ROE has reason to doubt initial medical certifications, it may require employees to obtain a second opinion at ROE's expense. If the opinions of the initial and second health care providers differ, ROE may, at its expense, require employees to obtain a third, final and binding certification from a health care provider designated or approved jointly by ROE and the employee.

## **2. Medical Recertifications**

Depending on the circumstances and duration of FMLA leave, ROE may require employees to provide recertification of medical conditions giving rise to the need for leave. ROE will notify employees if recertification is required and will give employees at least 15 calendar days to provide medical recertification.

## **3. Return to Work/Fitness for Duty Medical Certifications**

Unless notified that providing such certifications is not necessary, employees returning to work from FMLA leaves that were taken because of their own serious health conditions that made them unable to perform their jobs must provide ROE with medical certification confirming they are able to return to work and the employees' ability to perform the essential functions of the employees' position, with or without reasonable accommodation. ROE may delay and/or deny job restoration until employees provide return to work/fitness for duty certifications.

## **D. Submit Certifications Supporting Need for Military Family Leave**

Upon request, the first time employees seek leave due to qualifying exigencies arising out of the covered active duty or call to covered active duty status of a military member, ROE may require employees to provide: 1) a copy of the military member's active duty orders or other documentation issued by the military indicating the military member is on covered active duty or call to covered active duty status and the dates of the military member's covered active duty service; and 2) a certification from the employee setting forth information concerning the nature of the qualifying exigency for which leave is requested. Employees shall provide a copy of new active duty orders or other documentation issued by the military for leaves arising out of qualifying exigencies arising out of a different covered active duty or call to covered active duty status of the same or a different military member.

When leave is taken to care for a covered service member with a serious injury or illness, ROE may require employees to obtain certifications completed by an authorized health care provider of the covered service member. In addition, and in accordance with the FMLA regulations, ROE may request that the certification submitted by employees set forth additional information provided by the employee and/or the covered service member confirming entitlement to such leave.

## **E. Substitute Paid Leave for Unpaid FMLA Leave**

Employees must use any accrued paid time while taking unpaid FMLA leave.

The substitution of paid time for unpaid FMLA leave time does not extend the length of FMLA leave and the paid time will run concurrently with an employee's FMLA entitlement.

Leaves of absence taken in connection with a disability leave plan or workers' compensation injury/illness shall run concurrently with any FMLA leave entitlement.

## **F. Pay Employee's Share of Health Insurance Premiums**

During FMLA leave, employees are entitled to continued group health plan coverage under the same conditions as if they had continued to work. Unless ROE notifies employees of other arrangements, whenever employees are receiving pay from ROE during FMLA leave, ROE will deduct the employee

portion of the group health plan premium from the employee's paycheck in the same manner as if the employee was actively working.

If FMLA leave is unpaid, employees must pay their portion of the group health premium through a method determined by the Company upon leave.

ROE's obligation to maintain health care coverage ceases if an employee's premium payment is more than 30 days late. If an employee's payment is more than 15 days late, ROE will send a letter notifying the employee that coverage will be dropped on a specified date unless the co-payment is received before that date. If employees do not return to work within 30 calendar days at the end of the leave period (unless employees cannot return to work because of a serious health condition or other circumstances beyond their control), they will be required to reimburse ROE for the cost of the premiums ROE paid for maintaining coverage during their unpaid FMLA leave.

#### **IV. Questions and/or Complaints about FMLA Leave**

If you have questions regarding this FMLA policy, please contact Office Manager. ROE is committed to complying with the FMLA and, whenever necessary, shall interpret and apply this policy in a manner consistent with the FMLA.

The FMLA makes it unlawful for employers to: 1) interfere with, restrain or deny the exercise of any right provided under FMLA; or 2) discharge or discriminate against any person for opposing any practice made unlawful by FMLA or involvement in any proceeding under or relating to FMLA. If employees believe their FMLA rights have been violated, they should contact Office Manager immediately. ROE will investigate any FMLA complaints and take prompt and appropriate remedial action to address and/or remedy any FMLA violation. Employees also may file FMLA complaints with the United States Department of Labor or may bring private lawsuits alleging FMLA violations.

#### **V. Coordination of FMLA Leave with Other Leave Policies**

The FMLA does not affect any federal, state or local law prohibiting discrimination, or supersede any State or local law that provides greater family or medical leave rights. For additional information concerning leave entitlements and obligations that might arise when FMLA leave is either not available or exhausted, please consult ROE's other leave policies in this Manual or contact Office Manager.

#### **3-22. School Visitation Leave**

Parents and guardians having custody of schoolchildren from kindergarten through Grade 12 are provided up to eight (8) hours per year of unpaid time off (not to exceed four (4) hours in any single day) to attend school conferences or classroom activities related to the child if the conference or classroom activities cannot be scheduled during non-work hours.

#### **3-23. Leave for Victims of Domestic or Sexual Violence**

In accordance with the Illinois Victims' Economic Security and Safety Act, employees who are the victims of domestic or sexual violence, or who have family or household members who are the victims of domestic or sexual violence, may be eligible for up to 12 weeks of **unpaid** leave within any 12-month period, and upon return will be restored to the same or an equivalent position.

Prior to receiving such leave, the ROE may require the employee to substitute any and all annual or vacation leave, personal leave, and sick leave. This substitution does not extend the 12-week period. Leave for Victims of Domestic or Sexual Violence runs concurrently with Family and Medical Leave and, therefore, does not extend any unpaid time available to the employee under Family and Medical Leave.

## Reasons for Leave

Eligible employees may take Leave for Victims of Domestic or Sexual Violence so that they or a member of their family or household may take part in one or more of the following actions:

- Seek **medical attention** for or recover from physical or psychological injuries caused by domestic or sexual violence;
- Obtain services from a **victim's services** organization;
- Obtain **psychological or other counseling**;
- Participate in **safety planning**, including temporary or permanent relocation, or other actions to increase their physical safety or economic security; or
- Seek **legal assistance** or remedies to ensure their health and safety.

## Notice of Need for Leave

Eligible employees must provide the ROE with at least 48 hours advance notice of the need for leave, unless such notice is not practicable.

## Certification of the Need for Leave

To request domestic leave, an employee must supply the ROE with a sworn statement from the employee that the employee or a family or household member is a victim of domestic or sexual violence and that leave is necessary for one of the reasons described above.

The employee seeking leave also must provide supporting documentation from one of the following sources:

- A victim's services organization;
- A member of the clergy;
- A medical professional from which the employee or family or household member has sought assistance;
- A police report or court record; or
- Any other corroborating evidence.

## Employee Benefits

During an approved leave, the ROE will maintain the employee's health benefits as if the employee continued to be actively employed.

If paid time off is substituted for unpaid leave, the ROE will deduct the employee's portion of the any applicable health plan premium as a regular payroll deduction.

If the employee's leave is unpaid, the employee must make arrangements with Human Resources prior to taking leave to pay their portion of any applicable health insurance premiums each month.

If the employee elects not to return to work at the end of the leave period, he or she will be required to reimburse the ROE for the cost of the health benefit premiums paid by the ROE for maintaining coverage during the unpaid leave period, unless the employee cannot return to work because of continuation, recurrence, or onset of domestic or sexual violence or other circumstances beyond his or her control.

## Intermittent and Reduced Schedule Leave

Unpaid leave may be taken intermittently (in separate blocks of time) or on a reduced leave schedule (reducing the usual number of hours you work per work week or work day).

## Periodic Reports

During a leave, an employee must provide periodic reports (at least every 30 days) regarding the employee's status and any change in the employee's plans on returning to work.



## **Section 4 - General Standards of Conduct**

### **4-1. Workplace Conduct**

The Regional Office of Education #26 endeavors to maintain a positive work environment. Each employee plays a role in fostering this environment. Accordingly, we all must abide by certain rules of conduct, based on honesty, common sense and fair play.

Because everyone may not have the same idea about proper workplace conduct, it is helpful to adopt and enforce rules all can follow. Unacceptable conduct may subject the offender to disciplinary action, up to and including discharge, in ROE's sole discretion. The following are examples of some, but not all, conduct which can be considered unacceptable:

1. Obtaining employment on the basis of false or misleading information.
2. Stealing, removing or defacing Regional Office of Education #26 property or a co-worker's property, and/or disclosure of confidential information.
3. Completing another employee's time records.
4. Violation of safety rules and policies.
5. Violation of the Regional Office of Education #26's Drug and Alcohol-Free Workplace Policy.
6. Fighting, threatening or disrupting the work of others or other violations of the Regional Office of Education #26's Workplace Violence Policy.
7. Failure to follow lawful instructions of a supervisor.
8. Failure to perform assigned job duties.
9. Violation of the Punctuality and Attendance Policy, including but not limited to irregular attendance, habitual lateness or unexcused absences.
10. Gambling on ROE property.
11. Willful or careless destruction or damage to ROE26 assets or to the equipment or possessions of another employee.
12. Wasting work materials.
13. Performing work of a personal nature during working time.
14. Violation of the Solicitation and Distribution Policy.
15. Violation of the Regional Office of Education #26's Harassment or Equal Employment Opportunity Policies.
16. Violation of the Communication and Computer Systems Policy.
17. Unsatisfactory job performance.
18. Any other violation of Company policy.

Obviously, not every type of misconduct can be listed. Note that all employees are employed at-will, and the Regional Office of Education #26 reserves the right to impose whatever discipline it chooses, or none at all, in a particular instance. ROE will deal with each situation individually and nothing in this manual should be construed as a promise of specific treatment in a given situation.

The observance of these rules will help to ensure that our workplace remains a safe and desirable place to work.

### **4-2. Punctuality and Attendance**

Employees are hired to perform important functions at the Regional Office of Education #26. As with any group effort, operating effectively takes cooperation and commitment from everyone. Therefore, attendance and punctuality are very important. Unnecessary absences and lateness are expensive, disruptive and place an unfair burden on fellow employees and Supervisors. We expect excellent attendance from all employees. Excessive absenteeism or tardiness will result in disciplinary action up to and including discharge.

We do recognize, however, there are times when absences and tardiness cannot be avoided. In such cases, employees are expected to notify Supervisors as early as possible, but no later than the start of the work day. Asking another employee, friend or relative to give this notice is improper and constitutes grounds for disciplinary action. Employees should call, stating the nature of the illness and its expected duration, for every day of absenteeism.

Unreported absences of three (3) consecutive work days generally will be considered a voluntary resignation of employment with ROE.

#### **4-3. Use of Communication and Computer Systems**

The Regional Office of Education #26's communication and computer systems are intended primarily for business purposes; however limited personal usage is permitted if it does not hinder performance of job duties or violate any other ROE policy. This includes the voice mail, e-mail and Internet systems. Users have no legitimate expectation of privacy in regard to their use of the Regional Office of Education #26 systems.

The Regional Office of Education #26 may access the voice mail and e-mail systems and obtain the communications within the systems, including past voice mail and e-mail messages, without notice to users of the system, in the ordinary course of business when ROE deems it appropriate to do so. The reasons for which ROE may obtain such access include, but are not limited to: maintaining the system; preventing or investigating allegations of system abuse or misuse; assuring compliance with software copyright laws; complying with legal and regulatory requests for information; and ensuring that Agency operations continue appropriately during an employee's absence.

Further, the Regional Office of Education #26 may review Internet usage to ensure that such use with Agency property, or communications sent via the Internet with ROE property, are appropriate. The reasons for which ROE may review employees' use of the Internet with ROE property include, but are not limited to: maintaining the system; preventing or investigating allegations of system abuse or misuse; assuring compliance with software copyright laws; complying with legal and regulatory requests for information; and ensuring that ROE operations continue appropriately during an employee's absence.

ROE may store electronic communications for a period of time after the communication is created. From time to time, copies of communications may be deleted.

ROE's policies prohibiting harassment, in their entirety, apply to the use of ROE's communication and computer systems. No one may use any communication or computer system in a manner that may be construed by others as harassing or offensive based on race, national origin, sex, sexual orientation, age, disability, religious beliefs or any other characteristic protected by federal, state or local law.

Further, since the ROE's communication and computer systems are intended for business use, all employees, upon request, must inform management of any private access codes or passwords.

Unauthorized duplication of copyrighted computer software violates the law and is strictly prohibited.

No employee may access, or attempt to obtain access to, another employee's computer systems without appropriate authorization.

Violators of this policy may be subject to disciplinary action, up to and including discharge.

#### **Virus Detection**

All material downloaded from the Internet or from computers or networks MUST be scanned for viruses and other destructive programs before being placed onto the ROE's computer system. Each employee's computer has access to a ROE approved Anti-Virus program and each ROE location employees are



responsible for downloading new virus updates when they become available as a virus deterrent mechanism. If an employee finds evidence of a virus, he or she should notify the sender of the e-mail, contact his supervisor immediately, and notify the systems/applications supervisor for verification and dissemination. If an employee should receive an e-mail warning of viruses, this warning should be forwarded to administration for verification and dissemination.

### **Administration's Right to Access Information**

The e-mail system has been installed by Regional Office of Education #26 to facilitate ROE communication. Although each employee has an individual password to access this system, it belongs to the ROE and the contents of e-mail communications are accessible at all times by administration for any ROE purpose. These systems may be subject to periodic unannounced inspections without regard to content, and should be treated like other shared filing systems. You should not use e-mail to transmit any messages you would not want read by a third party. All system passwords and encryption keys must be available to administration, and your passwords or encryption keys must be available to your supervisor.

### **Violation of Internet Acceptable Use Policy**

Violation of this policy may include disciplinary action leading up to termination. The measure of discipline will correspond to the gravity of the offense as weighed by its potential effect on the ROE and fellow employees.

### **Waiver of Privacy**

The ROE has the right, but not the duty, to examine all aspects of its computer system, including, but not limited to: sites employees visit on the Internet; material downloaded or uploaded by employees; e-mail sent and received by employees. Employees waive any right to privacy in anything they create, store, send, or receive on the computer or the Internet.

## **4-4. Use of Social Media**

The Regional Office of Education #26 respects the right of any employee to maintain a blog or web page or to participate in a social networking, Twitter or similar site, including but not limited to Facebook and LinkedIn. However, to protect ROE interests and ensure employees focus on their job duties, employees must adhere to the following rules:

- Employees may not post on a blog or web page or participate on a social networking platform, such as Twitter or similar site, during work time or at any time with ROE equipment or property.
- All rules regarding confidential and proprietary business information apply in full to blogs, web pages and social networking platforms, such as Twitter, Facebook, LinkedIn or similar sites. Any information that cannot be disclosed through a conversation, a note or an e-mail also cannot be disclosed in a blog, web page or social networking site.
- Whether an employee is posting something on his or her own blog, web page, social networking, Twitter or similar site or on someone else's, if the employee mentions ROE and also expresses either a political opinion or an opinion regarding ROE's actions, the poster must include a disclaimer. The poster should specifically state that the opinion expressed is his/her personal opinion and not the Agency's position. This is necessary to preserve ROE's good with constituencies.

Any conduct that is impermissible under the law if expressed in any other form or forum is impermissible if expressed through a blog, web page, social networking, Twitter or similar site. For example, posted material that is discriminatory, obscene, defamatory, libelous or threatening is forbidden. ROE policies apply equally to employee social media usage. Employees should review their Employee Handbook for further guidance.

The Regional Office of Education #26 encourages all employees to keep in mind the speed and manner in which information posted on a blog, web page, and/or social networking site is received and often misunderstood by readers. Employees must use their best judgment. Employees with any questions should review the guidelines above and/or consult with their manager. Failure to follow these guidelines may result in discipline, up to and including discharge.

#### **4-5. Personal and Company-Provided Portable Communication Devices**

ROE-provided portable communication devices (PCDs), including cell phones and personal digital assistants, should be used primarily for business purposes. Employees have no reasonable expectation of privacy in regard to the use of such devices, and all use is subject to monitoring, to the maximum extent permitted by applicable law. This includes as permitted the right to monitor personal communications as necessary.

Some employees may be authorized to use their own PCD for business purposes. These employees should work with the IT department to configure their PCD for business use. Communications sent via a personal PCD also may subject to monitoring if sent through ROE's networks and the PCD must be provided for inspection and review upon request.

All conversations, text messages and e-mails must be professional. When sending a text message or using a PCD for business purposes, whether it is an ROE-provided or personal device, employees must comply with applicable ROE guidelines, including policies on sexual harassment, discrimination, conduct, confidentiality, equipment use and operation of vehicles. Using an ROE-issued PCD to send or receive personal text messages is prohibited at all times and personal use during working hours should be limited to emergency situations.

If an employee who uses a personal PCD for business resigns or is discharged, the employee will be required to submit the device to the IT department for resetting on or before his or her last day of work. At that time, the IT department will reset and remove all information from the device, including but not limited to, ROE information and personal data (such as contacts, e-mails and photographs). The IT department will make efforts to provide employees with the personal data in another form (e.g., on a disk) to the extent practicable; however, the employee may lose some or all personal data saved on the device.

Employees may not use their personal PCD for business unless they agree to submit the device to the IT department on or before their last day of work for resetting and removal of ROE information. This is the only way currently possible to ensure that all ROE information is removed from the device at the time of termination. The removal of ROE information is crucial to ensure compliance with the ROE's confidentiality and proprietary information policies and objectives.

Please note that whether employees use their personal PCD or an ROE-issued device, ROE's electronic communications policies, including but not limited to, proper use of communications and computer systems, remain in effect.

#### **Portable Communication Device Use While Driving**

Employees who drive on ROE business must abide by all state or local laws prohibiting or limiting PCD (cell phone or personal digital assistant) use while driving. Further, even if usage is permitted, employees may choose to refrain from using any PCD while driving. "Use" includes, but is not limited to, talking or listening to another person or sending an electronic or text message via the PCD.

Regardless of the circumstances, including slow or stopped traffic, if any use is permitted while driving, employees should proceed to a safe location off the road and safely stop the vehicle before placing or accepting a call. If acceptance of a call is absolutely necessary while the employee is driving, and permitted by law, the employee must use a hands-free option and advise the caller that he/she is unable to speak at that time and will return the call shortly.

Under no circumstances should employees feel that they need to place themselves at risk to fulfill business needs.

Since this policy does not require any employee to use a cell phone while driving, employees who are charged with traffic violations resulting from the use of their PCDs while driving will be solely responsible for all liabilities that result from such actions.

Texting and e-mailing while driving is prohibited in all circumstances.

#### **4-6. Inspections**

The Regional Office of Education #26 reserves the right to require employees while on ROE property, or on client property, to agree to the inspection of their persons, personal possessions and property, personal vehicles parked on ROE or client property, and work areas. This includes lockers, vehicles, desks, cabinets, work stations, packages, handbags, briefcases and other personal possessions or places of concealment, as well as personal mail sent to the ROE or to its clients. Employees are expected to cooperate in the conduct of any search or inspection.

#### **4-7. Smoking**

Smoking, including the use of e-cigarettes, is prohibited on ROE premises and in all ROE vehicles.

#### **4-8. Personal Visits and Telephone Calls**

Disruptions during work time can lead to errors and delays. Therefore, we ask that personal telephone calls be kept to a minimum, and only be made or received after working time, or during lunch or break time.

For safety and security reasons, employees are prohibited from having personal guests visit or accompany them anywhere in our facilities other than the reception areas.

#### **4-9. Solicitation and Distribution**

To avoid distractions, solicitation by an employee of another employee is prohibited while either employee is on work time. "Work time" is defined as the time an employee is engaged, or should be engaged, in performing his/her work tasks for the Regional Office of Education #26. Solicitation of any kind by non-employees on Agency premises is prohibited at all times.

Distribution of advertising material, handbills, printed or written literature of any kind in working areas of ROE is prohibited at all times. Distribution of literature by non-employees on ROE premises is prohibited at all times.

#### **4-10. Confidential Company Information**

During the course of work, an employee may become aware of confidential information about the Regional Office of Education #26's business, including but not limited to information regarding ROE finances, pricing, products and new product development, software and computer programs, marketing strategies, suppliers, customers and potential customers, and knowledge, skills and abilities of personnel. An employee also may become aware of similar confidential information belonging to ROE's clients. It is extremely important that all such information remain confidential. Any employee who improperly copies, removes (whether physically or electronically), uses or discloses confidential information to anyone outside of ROE may be subject to disciplinary action up to and including termination.

#### **4-11. Conflict of Interest and Business Ethics**

It is the Regional Office of Education #26's policy that all employees avoid any conflict between their personal interests and those of the Agency. The purpose of this policy is to ensure that the Agency's honesty and integrity, and therefore its reputation, are not compromised. The fundamental principle guiding this policy is

that no employee should have, or appear to have, personal interests or relationships that actually or potentially conflict with the best interests of the Agency.

It is not possible to give an exhaustive list of situations that might involve violations of this policy. However, the situations that would constitute a conflict in most cases include but are not limited to:

1. Holding an interest in or accepting free or discounted goods from any organization that does, or is seeking to do, business with the Agency, by any employee who is in a position to directly or indirectly influence either the Agency's decision to do business, or the terms upon which business would be done with such organization;
2. Being employed by (including as a consultant) or serving on the board of any organization which does, or is seeking to do, business with the Agency or which competes with the Agency and/or;
3. Profiting personally, e.g., through commissions, loans, expense reimbursements or other payments, from any organization seeking to do business with the Agency.

A conflict of interest would also exist when a member of an employee's immediate family is involved in situations such as those above.

This policy is not intended to prohibit the acceptance of modest courtesies, openly given and accepted as part of the usual business amenities, for example, occasional business-related meals or promotional items of nominal or minor value.

It is the employee's responsibility to report any actual or potential conflict that may exist between he or she (and the employee's immediate family) and the Agency.

#### **4-12. Food Service Department Code of Conduct**

The Regional Office of Education 26 seeks to conduct all procurement procedures:

- in compliance with stated regulations; and
- to prohibit conflicts of interest and actions of employees engaged in the selection, award and administration of contracts.

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal, State, or local award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value.

The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity. Based on the severity of the infraction, the penalties could include a written reprimand to their personnel file, a suspension with or without pay, or termination.

For questions and concerns regarding procurement solicitations, contract evaluations, and award, contact:

Purchasing Contacts: Director of Purchasing  
Director of School Food Service

#### **4-13. Use of Facilities, Equipment and Property, Including Intellectual Property**

Equipment essential in accomplishing job duties is often expensive and may be difficult to replace. When using property, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards and guidelines.

Employees should notify their Supervisor if any equipment, machines, or tools appear to be damaged, defective, or in need of repair. Prompt reporting of damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. The Supervisor can answer any questions about an employee's responsibility for maintenance and care of equipment used on the job.

In the event any ROE-owned electronic devices (including, but not limited to, cell phones, laptops, tablets, etc.) that are provided to an employee is lost or stolen, the employee is to notify their direct Supervisor immediately, so that the ROE can work to put proper network security measures in place by removing network access for that device. If any device is lost or stolen, the employee may be responsible for reimbursing the ROE for the device, at the Regional Superintendent's discretion.

Employees also are prohibited from any unauthorized use of the ROE's intellectual property, such as audio and video tapes, print materials and software.

Improper, careless, negligent, destructive, or unsafe use or operation of equipment can result in discipline, up to and including discharge.

Further, the ROE is not responsible for any damage to employees' personal belongings unless the employee's Supervisor provided advance approval for the employee to bring the personal property to work.

#### **4-14. Health and Safety**

The health and safety of employees and others on Agency property are of critical concern to the Regional Office of Education #26. ROE intends to comply with all health and safety laws applicable to our business. To this end, we must rely upon employees to ensure that work areas are kept safe and free of hazardous conditions. Employees are required to be conscientious about workplace safety, including proper operating methods, and recognize dangerous conditions or hazards. Any unsafe conditions or potential hazards should be reported to management immediately, even if the problem appears to be corrected. Any suspicion of a concealed danger present on the ROE's premises, or in a product, facility, piece of equipment, process or business practice for which ROE is responsible should be brought to the attention of management immediately.

Periodically, ROE may issue rules and guidelines governing workplace safety and health. ROE may also issue rules and guidelines regarding the handling and disposal of hazardous substances and waste. All employees should familiarize themselves with these rules and guidelines, as strict compliance will be expected.

Any workplace injury, accident, or illness must be reported to the employee's Supervisor as soon as possible, regardless of the severity of the injury or accident.

#### **4-15. Hiring Relatives/Employee Relationships**

A familial relationship among employees can create an actual or at least a potential conflict of interest in the employment setting, especially where one relative supervises another relative. To avoid this problem, the Regional Office of Education #26 may refuse to hire or place a relative in a position where the potential for favoritism or conflict exists.

In other cases, such as personal relationships where a conflict or the potential for conflict arises, even if there is no supervisory relationship involved, the parties may be separated by reassignment or discharged from

employment, at the discretion of ROE. Accordingly, all parties to any type of intimate personal relationship must inform management.

If two employees marry, become related, or enter into an intimate relationship, they may not remain in a reporting relationship or in positions where one individual may affect the compensation or other terms or conditions of employment of the other individual. ROE generally will attempt to identify other available positions, but if no alternate position is available, ROE retains the right to decide which employee will remain with ROE.

For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

#### **4-16. Employee Dress and Personal Appearance**

You are expected to report to work well groomed, clean, and dressed according to the requirements of your position. Some employees may be required to wear uniforms or safety equipment/clothing. Please contact your Supervisor for specific information regarding acceptable attire for your position. If you report to work dressed or groomed inappropriately, you may be prevented from working until you return to work well-groomed and wearing the proper attire.

#### **4-17. Gifts and Gratuities**

While the intention should be warmly and gratefully acknowledged, acceptance of money, gifts, or similar tokens of thanks from vendors or customers for services rendered or merchandise purchased is prohibited by Regional Office of Education #26. All samples, gifts, spiffs, purchases resulting in free goods or similar tokens received by or on behalf of Regional Office of Education #26 are the property of Regional Office of Education #26. All items shall be turned into the Regional Superintendent.

#### **4-18. Meal Periods**

Employees scheduled to work more than seven and one-half hours in a day are provided with a meal period. Supervisors will schedule meal periods to accommodate operating requirements. Employees must take their ½ hour meal period. Employees will be relieved of all active responsibilities and restrictions during meal periods and will not be compensated for that time. Meal periods should be alternated among staff in order to have no lapse in services.

#### **4-19. Outside Employment & Employee Personal Projects**

The purpose of this policy is to protect the ROE and fellow employees. Employees shall not undertake other employment in the same trade, industry, or any business activity that would interfere with their regular work. While you may do as you please outside of normal working hours to augment your income, outside employment shall not be considered an excuse for poor job performance, absenteeism, tardiness, or refusal to work overtime.

Additionally, it protects employees from often, unwanted solicitations from cousins, friends, and neighbors. The ROE forbids an employee from performing any work of the same nature as ours in our market area for any other individual ROE or for themselves. Violation of this offense shall be a reason for immediate termination of employment.

It will not be considered outside employment if the employee is working for himself personally or his immediate family (employee or spouse's mother or father, brother or sister, son or daughter) and is doing so with the knowledge and cooperation of administration.

#### **4-20. Publicity/Statements to the Media**

All media inquiries regarding the position of ROE as to any issues must be referred to the Regional Superintendent of Schools. Only the Regional Superintendent of Schools is authorized to make or approve



public statements on behalf of ROE. No employees, unless specifically designated by the Regional Superintendent of Schools, are authorized to make those statements on behalf of ROE. Any employee wishing to write and/or publish an article, paper, or other publication on behalf of ROE must first obtain approval from the Regional Superintendent of Schools.

#### **4-21. Operation of Vehicles**

All employees authorized to drive personal vehicles in conducting ROE business must possess a current, valid driver's license and an acceptable driving record. Any change in license status or driving record must be reported to management immediately.

An employee must have a valid driver's license in his or her possession while operating a vehicle off or on ROE property. It is the responsibility of every employee to drive safely and obey all traffic, vehicle safety, and parking laws or regulations. Drivers must demonstrate safe driving habits at all times.

##### **Portable Communication Device Use While Driving**

Employees who drive on ROE business must abide by all state or local laws prohibiting or limiting portable communication device (PCD) use, including cell phones or personal digital assistants, while driving. Further, even if use is permitted, employees may choose to refrain from using any PCD while driving. "Use" includes, but is not limited to, talking or listening to another person or sending an electronic or text message via the PCD.

Regardless of the circumstances, including slow or stopped traffic, if any use is permitted while driving, employees should proceed to a safe location off the road and safely stop the vehicle before placing or accepting a call. If acceptance of a call is absolutely necessary while the employee is driving, and permitted by law, the employee must use a hands-free option and advise the caller that he/she is unable to speak at that time and will return the call shortly.

Under no circumstances should employees feel that they need to place themselves at risk to fulfill business needs.

Since this policy does not require any employee to use a PCD while driving, employees who are charged with traffic violations resulting from the use of their PCDs while driving will be solely responsible for all liabilities that result from such actions.

Texting and e-mailing while driving is prohibited in all circumstances.

#### **4-22. Accident Reporting**

This policy shall apply to accidents and injuries. Employees must report to their supervisor immediately following any accident or injury. Employees must complete an injury report and maintain regular communication with the administration in regards to recovery from an accident including follow-up from doctor visits. Employees involved in a work-related, equipment or automobile accident shall be subject to alcohol/drug testing as specified in our ROE alcohol/drug testing program.

#### **4-23. Business Expense Reimbursement**

Employees will be reimbursed for reasonable approved expenses incurred in the course of business. These expenses must be approved by the employee's Supervisor, and may include air travel, hotels, motels, meals, cab fare, rental vehicles, or gas and car mileage for personal vehicles. All expenses incurred should be submitted to your Supervisor along with the receipts in a timely manner.

ROE #26 acknowledges that employees are not expected to use their personal cell phones for work-related reasons. ROE #26 will provide a cell phone reimbursement to select employees in the form of \$50.00 per month, at the Regional Superintendent's discretion.



Employees are expected to exercise restraint and good judgment when incurring expenses. Employees should contact their Supervisor in advance if they have any questions about whether an expense will be reimbursed.

#### **4-24. Use of Credit and Procurement Cards**

The Regional Superintendent and employees designated by the Regional Superintendent are authorized to use credit and procurement cards to simplify the acquisition, receipt, and payment of purchases and travel expenses incurred on the ROE's behalf. Credit and procurement cards shall only be used for those expenses that are for the ROE's benefit and serve a valid and proper public purpose; they shall not be used for personal purchases. Cardholders are responsible for exercising due care and judgment and for acting in the ROE's best interests.

The Regional Superintendent or designee shall manage the use of ROE credit and procurement cards by employees. It is the ROE's responsibility, through the audit and approval process, to determine whether ROE credit and procurement card use by the employees is appropriate. The ROE may request credit and procurement card account activity reporting at any time.

In addition to the other limitations contained in this and other ROE 26 policies, ROE 26 credit and procurement cards are governed by the following restrictions:

1. Credit and/or procurement cards may only be used to pay certain job-related expenses or to make purchases on behalf of the ROE.
2. The Regional Superintendent or designee shall instruct the issuing institution to block the cards' use at unapproved merchants.
3. The Regional Superintendent or designee may limit the amount each cardholder may charge in a single purchase or within a given month and inform the issuing institution of these limitations.
4. The Regional Superintendent or designee must approve the use of a ROE credit or procurement card whenever such use is by telephone, fax, and the Internet. Permission shall be withheld when the use violates any ROE #26 policy, is from a vendor whose reputation has not been verified, or would be more expensive than if another available payment method were used.
5. The consequences for unauthorized purchases include, but are not limited to, reimbursing the ROE for the purchase amount, loss of cardholding privileges, and if made by an employee, discipline up to and including discharge.
6. The Regional Superintendent or designee shall implement a process whereby all purchases using a ROE credit or procurement card are reviewed and approved by someone other than the cardholder or someone under the cardholder's supervision.
7. Cardholders must submit the original, itemized receipt to document all purchases.
8. No individual may use a ROE credit or procurement card to make purchases in a manner contrary to State law, including, but not limited to, the bidding and other purchasing requirements, or any ROE #26 policy.
9. The Regional Superintendent or designee shall account for any financial or material reward or rebate offered by the company or institution issuing the ROE credit or procurement card and shall ensure that it is used for the ROE's benefit.
10. The credit or procurement card is the property of the ROE and should be secured as one would secure their own personal card.
11. It is the cardholder's responsibility to notify the vendor that the ROE is tax exempt. The State tax-exempt number and form are available from the ROE business office. Cardholders should present this form for all purchases. Every reasonable effort should be made to avoid paying sales tax.

#### **4-25. Remote Work Policy**

ROE26 considers remote work to be a viable alternative work arrangement in cases where the company sees fit. Not all employees and positions are suitable for remote work. Suitability for remote work is based upon the

individual employee, as well as the employee's position and is to be determined by the employee's Program Director and or Regional Superintendent of Schools.

## **EXPECTATIONS**

- Employees are expected to work their normal work schedule unless they receive their Program Director's prior approval to adjust their schedule. The expectation is the employee need to remain productive and responsive during their scheduled work hours.
- Employees are expected to maintain a presence with their program while working remote. Presence may be maintained by using appropriate technology including but not limited to a computer, email, messaging application, video conferencing, or phone calls.
- The employee is expected to maintain the same response times and work hours as if they were at their regular ROE26 location and will make themselves available to attend scheduled work meetings or phone conferences as required and/or requested. Please note our network can and does monitor utilization of the computer, internet, and session times of remote work.
- Employees need to have a working telephone or cellphone at their remote location.
- Employees are expected to arrange for child/dependent care as necessary for the hours in which the employee works from home. Personal tasks and errands should only be performed during the employee's scheduled breaks and lunches

## **PROCEDURES**

- The Regional Superintendent and the Program Director will determine if an employee's position is appropriate for a remote work arrangement.
- The Regional Superintendent and the Program Director will assess the performance of the employee to ensure the employee's work habits display the ability to work remotely, if deemed acceptable remote work may be available per the discretion of the ROE and/or ROE emergencies.
- Remote workers must establish an appropriate work environment within their alternate location for work purposes. This means all confidentiality matters still apply just like if you were in the office. Nothing should be reviewed with family members, papers, computer files, etc. must all be kept confidential.
- Any employee working from a hotel is prohibited from connecting to any kind of public Wi-Fi and then remotng into the office. Any exceptions to this must be reviewed with the Regional Superintendent.
- Remote workers should not hold business visits or in-person meetings at their alternate work location.
- Employees must take all precautions necessary to secure privileged information in their alternate work location and prevent unauthorized access to any ROE26 system, consistent with the ROE26's expectations of information security for employees working at any ROE26 office. Remote workers will be expected to ensure the protection of proprietary ROE26 information and information accessible from their alternate work location. Please reference the ROE26 employee handbook and Non-Disclosure agreements.
- If taking lunch, logoff/disconnect from the remote connection.
- Time should be kept in accordance to normal procedures for the employee.

## **EQUIPMENT**

- ROE26 will determine the appropriate equipment needs for each remote work arrangement at the alternate work location on a case-by-case basis consistent. ROE26 reserves the right to make determinations as to appropriate equipment, subject to change at any time.
- When ROE26's equipment is used at alternate work locations, remote workers must exercise reasonable care for the equipment and should take appropriate action to protect the items from damage or theft. ROE26 equipment should be used for business purposes only. All internal office rules apply for remote workers. Nothing should be downloaded without permission,

nothing should be plugged in to the computer without permission, etc. In addition, only the ROE26 employee is allowed to use the computer!

- If an employee's work arrangement changes, for whatever reason, the employee is responsible for returning all office equipment, supplies, etc. to the ROE as soon as possible.

#### **4-26. If You Must Leave Us**

Should an employee decide to leave ROE, we ask that he or she provide a Supervisor with at least a thirty (30) day notice for Program Directors and a two (2) week notice for all other employees in advance of departure. Thoughtfulness will be appreciated.

All ROE property including, but not limited to, keys, security cards, parking passes, laptop computers, fax machines, uniforms, etc., must be returned at separation. Employees also must return all of ROE's Confidential Information upon separation. To the extent permitted by law, employees will be required to repay ROE (through payroll deduction, if lawful) for any lost or damaged ROE property.

Upon dismissal, termination or resignation of employment, employees unused vacation days may be rolled into the unused sick days to potentially aid in the employee's pension program.

Upon dismissal or termination of employment, no salary payment will be made in lieu of vacation, sick or personal days not used or taken.

#### **4-27. A Few Closing Words**

This manual is intended to give employees a broad summary of things they should know about the Regional Office of Education #26. The information in this manual is general in nature and, should questions arise, any member of management should be consulted for complete details. While we intend to continue the policies, rules and benefits described in this manual, the Regional Office of Education #26, in its sole discretion, may always amend, add to, delete from or modify the provisions of this handbook and/or change its interpretation of any provision set forth in this manual. Employees should not hesitate to speak to management if they have any questions about ROE or its personnel policies and practices.

## **Section 5 - Appendix A - ROE Office Staff**

### **5-1. Positions**

- Office Manager/Teacher Licensure Specialist/Human Resource Manager
- Bookkeeper/Personnel/Payroll
- Administrative Assistant
- Administrative Assistant/Receptionist
- Administrative Assistant, Fingerprint Tech.

### **5-2. Work Schedules, Overtime, Compensatory Time, and Time Sheets**

ROE shall establish the working hours of each employee as required by their respective workloads and as required for the efficient management of ROE's personnel. The work week shall run from 12:01 a.m. Monday through Midnight Sunday and shall consist of 35 hours, unless otherwise noted in an employee's job description. An employee's schedule will depend on the program or area to which he/she is assigned to the particular job within that area.

All employees who work seven (7) or more hours per day shall be entitled to an unpaid 60-minute duty-free lunch period. Further, all employees who work four (4) hours or more per day shall be entitled to two 10-minute breaks per day, if needed to maintain efficiency.

Overtime is not regularly required. However, if needs require it, employees may be requested to work overtime. Overtime will accrue only by a pre-determined request and permission from your supervisor. Overtime pay shall be paid for all work performed by employees in excess of thirty-five (35) hours per week. The Regional Superintendent and the Assistant Regional Superintendent are not eligible for overtime pay.

The Regional Superintendent of Education may require that time study sheets be filed by employees. These time study sheets have as their purpose the documentation of employee time spent working for various functions supported by ROE. These time sheets are used to substantiate claims made and justify time allocation claims made in relation to the various grants administered by ROE. These time study sheets are **used to meet auditing requirements.**

Similar time sheets, documenting hours worked, may be required for employees who are paid on an hourly basis. The purpose of these sheets is very different from the purpose mentioned in the previous paragraph. **These sheets are used for pay purposes** and must be signed by the employee's grant coordinator or supervisor. If an employee is employed in two (2) or more types of work, which results in two (2) or more rates of pay, and if the employee agrees in advance in writing, overtime shall be calculated based upon the actual hours worked at each rate(s) in effect for the hours over thirty five (35). If no such agreement is in effect, overtime calculation shall be based upon the weighted average of the hours worked per week at each differing rate of pay. If employee compensation is based upon an annual compensation, the employee's regular rate of pay shall be deemed the annual compensation divided by the number of hours per week the salary is intended to compensate, but not more than thirty-five (35) hours per week.

For purposes of calculating overtime, paid holiday, sick leave, vacation leave, jury duty, other leave time and lunch periods are not deemed hours worked, even if the employee is paid for the time. Authorized break periods are deemed hours worked for purposes of calculating overtime.

If agreed by the employee before the performance of the work, the Regional Superintendent of Education may allow compensatory time off with pay in lieu of payment of overtime. The Regional Superintendent may prepare memoranda of agreements with employees regarding compensation in lieu of overtime, but no employee shall be required to accept compensatory time. Compensatory time is compensated at the rate of 1 and ½ times for hours of work performed past 35.

**EXAMPLE:** An employee works 37 hours in a week. The employee may be paid two (2) hours at his/her overtime rate, or if he/she has agreed to compensatory time, he/she is allowed three (3) hours of paid time off from work.

Compensatory time shall not accrue in excess of twenty (20) hours worked, or thirty (30) hours of compensatory time. Compensatory time shall be taken within three (3) weeks of time earned. All compensatory time shall be pre-approved by the supervisor.

Due to the obligation under the Fair Labor Standards Act to pay for all hours worked, employees may not "volunteer" to do work unless: 1) the work is substantially different from their regular duties, 2) unpaid volunteers regularly do such work, and 3) the volunteer work is approved in advance by the Regional Superintendent of Education.

During June and July, the full-time office staff of Regional Office of Education # 26, will be assured of one day off per week. This policy assumes that the work load of the office can be satisfactorily completed using this procedure. The determination of the satisfactory nature of the work being done will be made by the Regional Superintendent of Education.

### 5-3. Holidays

The holidays granted to Regional Office full-time employees will be those listed under section 3.2.

### 5-4. Vacation

Full-time employees receive vacation benefits following the schedule below. Benefits begin accruing the first day of employment on a monthly basis, but vacation days cannot be used until the employee completes the introductory period. Vacation days will accrue subject to successful completion of the probationary period up to a maximum of ten (10) days the first year.

If the employee is not retained after probationary period, he/she shall not be entitled to any vacation days.

<u>Years of Service</u>	<u>Working Days per Year</u>
1 – 4	10 working days
5 – 14	15 working days
15 and over	20 working days

For employees who begin employment in the middle of a fiscal year, their total vacation accrued for that first year is pro-rated depending on the employee's beginning employment date. Example: Employee begins on January 1, which is half-way into the fiscal year. Employee's total vacation day accrual for that fiscal year (which ends 6/30) is 5 working days.

An employee may accumulate an equivalent of 2 years of vacation benefits before accrual ceases. Until an employee reduces his accumulation below the level allowed, no further vacation benefits accrue.

Vacation time must be approved by the supervisor in advance. Vacation benefits can be used in hourly units. However, any employee who has acquired vacation days prior to the implementation of this personnel policy may accumulate said vacation days in addition to this personnel policy's schedule of vacation benefits.

These vacation benefits may be altered/changed/edited by one's individual employment agreement per the numerous programs offered by this Regional Office and the direct supervisor.

### 5-5. Personal Leave Days

**A full time employee** is entitled to two (2) personal leave days per year.

A maximum of 240 days of sick/personal leave may be accumulated by permanent full-time employees and no payment will be made for unused sick/personal leave when a person leaves his/her position, except that unused sick/personal leave may be used upon retirement in IMRF.

### 5-6. Sick Leave

Sick leave is an earned leave. One day sick leave with pay is accrued for each month of employment, up to twelve (12) per year.

Sick leave may be used for disabilities to include injuries, illnesses and pregnancy, doctor or dental appointments, mental and behavioral health complications, and extenuating circumstances will be allowed as approved by the supervisor.

A maximum of 240 days of sick/personal leave may be accumulated by permanent full-time employees and no payment will be made for unused sick/personal leave when a person leaves his/her position, except that unused sick/personal leave may be used upon retirement in IMRF.

After sick leave has been expended, the employee will be advised in writing that an extended leave of absence may be requested.

Employee's supervisor may request employee to furnish a doctor's statement when he/she returns to work. Sick leave, including dental and medical appointments, may be taken in hourly units.

## **Section 6 - Appendix B - Safe/Alternative School Staff and Truancy Staff**

### **6-1. Positions**

- Teacher – Safe School
- Teacher – Academy
- Paraprofessional – Safe School
- Paraprofessional – Academy
- Counselor - Academy
- Counselor - Safe School
- Truancy Case Worker

### **6-2. Work Schedule**

The above positions shall be in effect for a period that is defined per individual employment terms, unless otherwise terminated. All instructional staff will follow the school calendar.

Snow days will be taken in accordance to the school district in the respective town of our school locations.

### **6-3. Holidays**

All instructional staff will follow the site's provided calendar. Truancy Case Workers will follow the Holiday schedule listed under section 3.2.

### **6-4. Personal Leave Days**

A full-time employee is entitled to two (2) personal leave days per year.

A maximum of 340 days of sick/personal leave may be accumulated by permanent full-time employees and no payment will be made for unused sick/personal leave when a person leaves his/her position, except that unused sick/personal leave may be used upon retirement in TRS.

### **6-5. Sick Leave**

All full-time employees will be entitled to twelve (12) sick days per employment time period.

Sick leave may be used for disabilities to include injuries, illnesses and pregnancy, doctor or dental appointments and extenuating circumstances will be allowed as approved by the supervisor.

A maximum of 340 days of sick/personal leave may be accumulated by permanent full-time employees and no payment will be made for unused sick/personal leave when a person leaves his/her position, except that unused sick/personal leave may be used upon retirement in TRS.

After sick leave has been expended, the employee will be advised in writing that an extended leave of absence may be requested.

Administrator may request employee to furnish a doctor's statement when he/she returns to work.

Sick leave, including dental and medical appointments, may be taken in hourly units.

## **Section 7 - Appendix C - Pre-School For ALL Staff**

### **7-1. Positions**

- PreSchool For All Program Director
- Pre-Kindergarten Teacher
- Pre-Kindergarten Teacher Assistants

### **7-2. Work Schedule**

Work schedules for Preschool for All staff will follow official school calendars of the largest school district in the corresponding county. Preschool for All staff in McDonough County and Hancock County will follow the posted calendar of the school location.

Yearly contracts for Preschool for All instructional staff will begin one week prior to the first day of school in the respective districts and end after the final staff meeting. Yearly contracts for Preschool for All teacher assistants will begin the first day of school in the respective districts and end on the last day of classes. A minimum of 165 days of classroom instruction will be provided by each Preschool for All instructional staff at their respective sites. Instruction will be five days per week. Instructional time for each session will be at least 2.5 hours per day.

Snow days will be taken in accordance with the school district of the corresponding county.

### **7-3. Holidays**

Instructional staff will follow the attendance days posted of the corresponding school districts with the exception of teacher institute days in which Preschool for All instruction time will take place. However, on alternating years staff will attend the ROE26 Teacher Institute.

### **7-4. Personal Leave Days**

Preschool for All instructional staff are entitled to two (2) personal leave days per year.

A maximum of 340 days of sick/personal leave may be accumulated by permanent full-time employees and no payment will be made for unused sick/personal leave when a person leaves his/her position, except that unused sick/personal leave may be used upon retirement in TRS.

### **7-5. Sick Leave**

Preschool for All instructional staff will follow the ROE26 Sick Leave Policy and will be entitled to twelve (12) sick days per employment term period. Instructional staff in child care centers is responsible for contacting the Preschool for All Director as well as the child care director to inform them of illness.

Sick leave, including dental and medical appointments, may be taken in hourly units.

A maximum of 340 days of sick/personal leave may be accumulated by permanent full-time employees and no payment will be made for unused sick/personal leave when a person leaves his/her position, except that unused sick/personal leave may be used upon retirement in TRS.



## **Section 8 - Appendix D - Early Beginnings Staff**

### **8-1. Positions**

- Director (Grant Administrator)
- Parent Educators

### **8-2. Work Schedules, Flex Time Accrual**

The work week shall consist of 35 hours, unless otherwise noted in an employee's job contract. Regular office hours are Monday - Friday 8:00 a.m. to 4:00 p.m. All employees who work four (4) or more hours per day shall be entitled to a 60 minute duty-free lunch break.

Group parent programs are offered during the early evening and periodically on Saturdays. Personal/Home visits are usually scheduled during regular office hours unless a family needs an alternate time. Community screenings and family events may occur into the early evening or weekends. When these events occur outside of the normal office hours worked, "flex" time may be accumulated. Flex time must be used within 60 days earned or will be forfeited.

Due to the extensive travel of Early Beginnings staff, snow days will be taken in accordance with the corresponding school district of that day. For example, if home visits are scheduled in a town where schools have closed due to weather, then staff will abide with that cancellation. All parent programs and play groups also follow the weather cancellations of that town. Staff will attempt to make up any home visits missed because of snow days during that month if possible.

During June and July, the full-time Early Beginnings Staff of Regional Office of Education # 26, will be assured of one day off per week. This policy assumes that the work load of the Early Beginning employees can be satisfactorily completed using this procedure. The determination of the satisfactory nature of the work being done will be made by the Early Beginnings Program Director and Regional Superintendent.

### **8-3. Remote Work Policy**

See ROE 26 Employee Handbook Remote Work Policy 4-25 for expectations, procedures, and equipment guidelines.

- Early Beginnings will provide for staff home office the following: laptop computer, printer, scanner, file cabinet, general office materials, and a stipend for cell phone usage. This provision includes the initial acquisition of the equipment, ordering, and purchasing of materials needed for upkeep, and replacement of the equipment if the replacement is required due to normal wear and tear. The Regional Office of Education maintains insurance coverage on the above equipment.
- Upon discontinuation of employment, the employee is solely responsible to make arrangements for the transfer of these items as well as client working files. All items must be transferred by the employee's last day of employment.

#### **Schedule for Early Beginnings Remote Staff**

Due to the widespread geographic area that the Early Beginnings staff cover, certain staff will work a hybrid schedule with the following expectations.

- When parent educator has 10 or more families, the parent educator will report to the Macomb office at least one day per week.
- When the parent educator has 10 or fewer families, the parent educator will report to the Macomb office at least two days per week.
- The parent educator will keep an updated Google Calendar of daily home visits, meetings, and schedule for in office days.

#### Mileage and scheduling of visits

- As much as possible, visits with families near the Macomb office will be scheduled on days the parent educator is in Macomb.
- Visits in the parent educator's home county will be ,as much as possible, scheduled during times the parent educator is working remotely.
- Mileage will be paid to and from visits or to and from the office to a visit on office days.

#### **8-4. Holidays**

The holidays granted to Regional Office full-time employees will be those listed under section 3.2.

#### **8-5. Vacation**

Full-time employees receive vacation benefits following the schedule below. Benefits begin accruing the first day of employment on a monthly basis, but vacation days cannot be used until the employee completes the initial probationary period. Vacation days will accrue subject to successful completion of the probationary period up to a maximum of ten (10) days the first year.

If the employee is not retained after probationary period, he/she shall not be entitled to any vacation days.

<u>Years of Service</u>	<u>Working Days per Year</u>
1 – 4	10 working days
5 – 14	15 working days
15 and over	20 working days

For employees who begin employment in the middle of a fiscal year, their total vacation accrued for that first year is pro-rated depending on the employee's beginning employment date. Example: Employee begins on January 1, which is half-way into the fiscal year. Employee's total vacation day accrual for that fiscal year (which ends 6/30) is 5 working days.

An employee may accumulate an equivalent of 2 years of vacation benefits before accrual ceases. Until an employee reduces his accumulation below the level allowed, no further vacation benefits accrue.

Vacation time must be approved by the supervisor in advance. Vacation benefits can be used in hourly units.

However, any employee who has acquired vacation days prior to the implementation of this personnel policy may accumulate said vacation days in addition to this personnel policy's schedule of vacation benefits.

These vacation benefits may be altered/changed/edited by one's individual contract per the numerous programs offered by this Regional Office and the direct supervisor.

#### **8-6. Personal Leave Days**

**A full time employee** is entitled to two (2) personal leave days per year.

A maximum of 240 days of sick/personal leave may be accumulated by permanent full-time employees and no payment will be made for unused sick/personal leave when a person leaves his/her position, except that unused sick/personal leave may be used upon retirement in IMRF.

#### **8-7. Sick Leave**

Sick leave is an earned leave. One day sick leave with pay is accrued for each month of employment, up to twelve (12) per year.

Sick leave may be used for disabilities to include injuries, illnesses and pregnancy, doctor or dental appointments and extenuating circumstances will be allowed as approved by the supervisor.

A maximum of 240 days of sick/personal leave may be accumulated by permanent full-time employees and no payment will be made for unused sick/personal leave when a person leaves his/her position, except that unused sick/personal leave may be used upon retirement in IMRF.

After sick leave has been expended, the employee will be advised in writing that an extended leave of absence may be requested.

Employee's supervisor may request employee to furnish a doctor's statement when he/she returns to work. Sick leave must be taken in half-day units. Dental and medical appointments may be taken in hourly units.

## Section 9 - Appendix E - Child and Family Connections Personnel

### 9-1. Positions

ALL EMPLOYEES EMPLOYED SOLELY UNDER THE CHILD AND FAMILY CONNECTIONS GRANT, WHICH INCLUDE THE FOLLOWING:

- Program Manager
- Support Personnel
- Service Coordinator
- Service Coordinator/LIC Coordinator
- Parent Liaison/LIC Coordinator
- Social/Emotional Consultant

### 9-2. Work Schedule

The Child and Family Connections Program Manager shall establish the working hours of each employee under the grant as required by their respective work load. The work week shall run from 12:01 a.m. Monday through midnight Sunday. All employees who work seven (7) or more hours per day shall be entitled to an unpaid 60 minute duty-free lunch break.

During June and July, the full-time office staff of Regional Office of Education # 26, will be assured of one day off per week. This policy assumes that the work load of the office can be satisfactorily completed using this procedure. The determination of the satisfactory nature of the work being done will be made by the Regional Superintendent of Education.

Due to the extensive travel, snow days will be taken in accordance with the corresponding school district(s) to where, or through which, the service coordinator will be traveling.

### 9-3. Holidays

The holidays granted to Child and Family Connections full-time employees will be those listed under section 3.2.

### 9-4. Vacation

Full-time employees, defined as persons whose terms of employment specify weekly working hours of 30 hours or more, receive vacation benefits according to the following schedule below.

Benefits begin accruing the first day of employment, but vacation days cannot be used until the employee completes his/her initial probationary period. After the probationary period is completed, then the full complement of vacation days for that fiscal year is available for the employee to use. If the employee is not retained after the initial probationary period, s/he shall not be entitled to payment for any vacation days.

<u>Years of Service</u>	<u>Working Days per Year</u>
1 – 4	10 working days
5 – 14	15 working days
15 and over	20 working days

For employees who begin employment in the middle of a fiscal year, their total vacation accrued for that first year is pro-rated depending on the employee's beginning employment date. Example: Employee begins on January 1, which is half-way into the fiscal year. Employee's total vacation day accrual for that fiscal year (which ends 6/30) is 5 working days.

An employee may accumulate an equivalent of 2 years of vacation benefits before accrual ceases. Until an employee reduces his accumulation below the level allowed, no further vacation benefits accrue.

Vacation time must be approved by the supervisor in advance. Vacation benefits can be used in hourly units.

### **9-5. Personal Leave Days**

**A full time employee** is entitled to two (2) personal leave days per year.

A maximum of 240 days of sick/personal leave may be accumulated by permanent full-time employees and no payment will be made for unused sick/personal leave when a person leaves his/her position, except that unused sick/personal leave may be used upon retirement in IMRF.

### **9-6. Sick Leave**

Sick leave is an earned leave. One day sick leave with pay is accrued for each month of employment, up to twelve (12) per year.

Sick leave may be used for disabilities to include injuries, illnesses and pregnancy, doctor or dental appointments and extenuating circumstances will be allowed as approved by the supervisor.

A maximum of 240 days of sick/personal leave may be accumulated by permanent full-time employees and no payment will be made for unused sick/personal leave when a person leaves his/her position, except that unused sick/personal leave may be used upon retirement in IMRF.

After sick leave has been expended, the employee will be advised in writing that an extended leave of absence may be requested.

Employee's supervisor may request employee to furnish a doctor's statement when he/she returns to work. Sick leave, including dental and medical appointments, may be taken in hourly units.

### **9-7. Credentialing**

Certain Child and Family Connections personnel are required by the Department of Human Services to obtain and maintain an Early Intervention credential specific to their position. As part of the credential application and maintenance process, each employee submits to a criminal background fingerprint check, a check of the Child Abuse and Neglect Tracking System, and a review of Illinois Sex Offender Registry. After the employee successfully completes these three background checks, a temporary Early Intervention credential for up to eighteen month is issued. After DHS mandated training requirements have been met, the employee is issued a permanent credential, which is typically in effect for three years.

If at any time an employee is unable to obtain and/or maintain the required credential for their position, the employee will be terminated from Child and Family Connections.

### **9-8. Home Offices Policy**

Due to the widespread geographic area that Child and Family Connections (CFC) #13 covers, certain staff work primarily from home offices.

- A) CFC will provide for each home office:
- Laptop computer;
  - Fax, copy, printer, scanner machine;
  - Reimbursement for data line;
  - File cabinet;
  - General office materials.

This provision includes the initial acquisition of the equipment, ordering and purchasing of materials needed for the upkeep of the equipment, and replacement of the equipment if the replacement is required due to normal wear and tear and NOT due to the negligence of the staff person. The Regional Office of Education, as the fiscal agent for CFC #13, maintains insurance coverage on the above equipment.

- B) The staff person will provide and replace when needed:
- Internet data line.
- C) If a staff person with a home office moves after the initial office set-up, s/he is responsible for the costs of moving the equipment and the internet data source.
- D) Upon discontinuation of employment, the employee is solely responsible to make arrangements for the transfer of items under (A) above, as well as all client working files, from the employee to the CFC office. All items must be transferred by the employee's last date of employment. Upon dismissal, the Program Manager will dictate the date for transfer of items.

### **9-9. Mileage Reimbursement**

The following policy is applicable to Child & Family Connections Staff. An employee may request mileage reimbursement when the employee is using their personal vehicle for CFC/ROE business. The mileage reimbursement rate will be at the current rate as approved by the Regional Office of Education #26 in accordance with the State and Federal guidelines.

Reimbursement requests may be reviewed by the Program Manager prior to issuance of payment, during an internal audit, and/or by the state auditors for compliance with this policy. These reviews may involve the review of documentation and review of trip miles for reasonableness, advance travel authorization, the business purpose and may involve further clarification from the employee.

Travel reimbursement will not be processed until all the appropriate documentation has been submitted and calculations completed. All employees should turn in a mileage form each month.

This policy constitutes the maximum amount any employee will receive as reimbursement for mileage. Reimbursement will be the actual mileage up to the maximum amounts listed below.

Service Coordinators/Program Manager – actual mileage up to \$450.00 per month.

Parent Liaison – actual mileage up to \$250.00 per month.

Social Emotional Consultant – actual mileage up to \$150.00 per month.

## **Section 10 - Appendix F - Other ROE Programs**

### **10-1. Positions**

- Professional Development Consultant
- Area 3 Homeless Liaison Project Director
- Statewide TAOEP Professional Development Director
- Health Life Safety Consultant
- School Compliance Consultant
- 

### **10-2. Work Schedule, Vacation, Personal Days, and Sick Leave**

Work schedules, vacation, personal days, and sick leave for positions listed above are addressed in the individual Employment Agreement.

### **10-3. Holidays**

The holidays granted to employees will be those listed under section 3.2.



## General Handbook Acknowledgment

This Employee Manual is an important document intended to help you become acquainted with the Regional Office of Education #26. This document is intended to provide guidelines and general descriptions only; it is not the final word in all cases. Individual circumstances may call for individual attention.

Because ROE26's operations may change, the contents of this Manual may be changed at any time, with or without notice, in an individual case or generally, at the sole discretion of management.

Please read the following statements and sign below to indicate your receipt and acknowledgment of this Employee Manual.

**I have received and read a copy of the Regional Office of Education #26's Employee Manual. I understand that the policies, rules and benefits described in it are subject to change at the sole discretion of the ROE at any time.**

**I further understand that my employment is terminable at will, either by myself or the ROE, with or without cause or notice, regardless of the length of my employment or the granting of benefits of any kind.**

**I understand that no representative of the Regional Office of Education #26 other than the Regional Superintendent of Schools may alter "at will" status and any such modification must be in a signed writing.**

**I understand that my signature below indicates that I have read and understand the above statements and that I have received a copy of the ROE's Employee Manual.**

Employee's Printed Name: \_\_\_\_\_

Position: \_\_\_\_\_

Employee's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

The signed original copy of this acknowledgment should be given to management - it will be filed in your personnel file.

Complete ROE26 Handbook can be found at [www.roe26.net](http://www.roe26.net)

Instructions to view Handbook:

- Click on tab "ABOUT US"
- Scroll down to "MEET OUR STAFF" and click
- On left column, click on "ROE Staff Documents"
- Click on "Employee Manual"