

Educational Support Personnel

Employment At-Will, Compensation, and Assignment

Employment At-Will

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

Compensation and Assignment

The Board will determine salary and wages for educational support personnel. Increments are dependent on evidence of continuing satisfactory performance. Pay increases, if any, shall be effective July 1. An employee covered by the overtime provisions in State or federal law, shall not work overtime without the prior authorization from the employee's immediate supervisor. Educational support personnel are paid biweekly. The Superintendent is authorized to make assignments and transfers of educational support personnel.

LEGAL REF.: 105 ILCS 5/10-22.34 and 5/10-23.5.

CROSS REF.: 5:10 (Equal Employment Opportunity and Minority Recruitment) 5:35 (Compliance with the Fair Labor Standards Act), 5:290 (Educational Support Personnel - Employment Termination and Suspensions), 5:310 (Educational Support Personnel - Compensatory Time-Off)

ADOPTED: November 19, 2015

Educational Support Personnel

Duties and Qualifications

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

Paraprofessionals and Teacher Aides

Paraprofessionals and teacher aides are non-certificated personnel with supervised instructional duties; the terms are synonymous. Service as a paraprofessional or teacher aide requires an educator license with stipulations endorsed for a paraprofessional educator unless a specific exemption is authorized by the Illinois State Board of Education (ISBE).

A paraprofessional teacher aide in a targeted assistance program that is paid with federal funds under Title I, Part A, or in a school-wide program that is supported with such funds, shall hold a "statement of approval," issued by the ISBE for this purpose.

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

Noncertificated and Unlicensed Personnel Working with Students and Performing Non-Instructional Duties

Noncertificated and unlicensed personnel performing non-instructional duties may be used:

1. For supervising study halls, long distance teaching reception areas used incident to instructional programs transmitted by electronic media, e.g., computers, video, and audio, detention and discipline areas, and school-sponsored extracurricular activities;
2. As supervisors, chaperones, or sponsors for non-academic school activities; or
3. For non-teaching duties not requiring instructional judgment or student evaluation.

Nothing in this policy prevents a noncertificated person from serving as a guest lecturer or resource person under a certificated teacher's direction and with the administration's approval.

Coaches and Athletic Trainers

Athletic coaches and trainers shall have the qualifications required by any association in which the School District maintains a membership. Regardless of whether the athletic activity is governed by an association, the Superintendent or designee shall ensure that each athletic coach: (1) is knowledgeable regarding coaching principles, (2) has first aid training, and (3) is a trained Automatic External Defibrillator user according to rules adopted by the Illinois Department of Public Health. Anyone performing athletic training services shall be licensed under the Illinois Athletic Trainers Practice Act, be an athletic trainer aide performing care activities under the on-site supervision of a licensed athletic trainer, or otherwise be qualified to perform athletic trainer activities under State law.

Bus Drivers

All school bus drivers must have a valid school bus driver permit. The Superintendent or designee shall inform the Illinois Secretary of State, within 30 days of being informed by a school bus driver, that the bus driver permit holder has been called to active duty. New bus drivers and bus drivers who are returning from a lapse in their employment are subject to the requirements contained in Board

policy 5:30, *Hiring Process and Criteria* and Board policy 5:285, *Drug and Alcohol Testing for School Bus and Commercial Vehicle Drivers*.

LEGAL REF.: 34 C.F.R. §§200.58 and 200.59.
105 ILCS 5/10-22.34, 5/10-22.34a, and 5/10-22.34b.
625 ILCS 5/6-104 and 5/6-106.1.
23 Ill.Admin.Code §§1.630 and 25.510.

CROSS REF.: 4:110 (Transportation), 4:170 (Safety), 5:30 (Hiring Process and Criteria), 5:35 (Compliance with the Fair Labor Standards Act), 5:285 (Drug and Alcohol Testing for School Bus and Commercial Vehicle Drivers), 6:250 (Community Resource Persons and Volunteers)

ADOPTED: May 25, 2017

Educational Support Personnel

Drug and Alcohol Testing for School Bus and Commercial Vehicle Drivers

The District shall adhere to State and federal law and regulations requiring a drug and alcohol testing program for school bus and commercial vehicle drivers. The Superintendent or designee manages a program to implement State and federal law defining the circumstances and procedures for the testing.

LEGAL REF.: 625 ILCS 5/6-106.1 and 5/6-106.1c.
49 U.S.C. §31306, Alcohol and Controlled Substances Testing (Omnibus Transportation Employee Testing Act of 1991, P.L. 102-143).
49 C.F.R. Parts 40 (Procedures for Transportation Workplace Drug and Alcohol Testing Programs), 382 (Controlled Substance and Alcohol Use and Testing), and 395 (Hours of Service of Drivers).

CROSS REF.: 4:110 (Transportation), 5:30 (Hiring Process and Criteria), 5:280 (Duties and Qualifications)

ADOPTED: May 25, 2017

Educational Support Personnel

Employment Termination and Suspensions

Resignation and Retirement

An employee is requested to provide 2 weeks' notice of a resignation. An employee planning to retire should notify his or her supervisor at least 2 months before the retirement date.

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

Reduction in Force and Recall

In its sole discretion, the Board decides to decrease the number of educational support personnel or to discontinue some particular type of educational support service (i.e., "reduction-in-force"). Any employee who is removed or dismissed or whose hours are reduced as a result of reduction-in-force shall be given written notice by certified mail, return receipt requested, at least 30 days before the end of the school term. The notice shall include a statement of honorable dismissal and the reason for the reduction-in-force, if applicable. However, if an employee's hours are reduced because of an unforeseen reduction in the student population, that employee shall be given written notice at least 5 days before the hours are reduced.

Educational support personnel employees who are affected by a reduction-in-force shall be dismissed in order of seniority within their respective category of position. Educational support personnel employees shall be ranked by their seniority within the following categories of positions (if not certified):

- District Administrator for Business/Human Resources

- Director of Buildings and Grounds

- Head Custodians

- Custodians

- Maintenance/Grounds

- Director of Transportation

- Mechanic

- Bus Drivers

- Director of Food Service

- Head Cooks

- Cafeteria Workers

- Director of Health Services

- RN Nurses

- Director of Technology

- Technology Technicians

- Central Office Executive Secretary

- Bookkeeper

- Payroll

- Human Resource

- Building Executive Secretary

- Secretary

- Teacher Aides

Individual Student Aides
Library Aides
Bilingual Aides

Seniority shall be based on an employee's years of continuous service in the District. There shall be one seniority list for full-time employees and one for part-time employees in each of the above categories.

Full-time employees who have been honorably dismissed shall have recall rights to any full-time vacancy, for which they are legally qualified to hold, which occurs for the following school term or within one calendar year from the beginning of the school term following the reduction-in-force. During this recall period, full-time employees shall be tendered in reverse order of seniority any vacancy occurring within the specific category of position from which they have been removed or dismissed or any other category, so far as the employee is legally qualified to hold such vacant position.

Part-time employees who have been honorably dismissed shall have recall rights to any part-time vacancy, for which they are legally qualified to hold, which occurs for the following school term or within one calendar year from the beginning of the school term following the reduction-in-force. During this recall period, part-time employees shall be tendered in reverse order of seniority any vacancy occurring within the specific category of position from which they have been removed or dismissed or any other category, so far as the employee is legally qualified to hold such vacant position.

Any educational support personnel employee honorably dismissed as a result of reduction-in-force shall be paid all earned compensation on the next period cycle after dismissal.

The Superintendent or designee shall be authorized to promulgate rules and regulations to implement this policy.

Final Paycheck

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

Suspension

Except as provided below, the Superintendent or designee is authorized to suspend an employee without pay as a disciplinary measure. A suspension as a disciplinary measure shall be subject to notice and a hearing in accordance with the suspension policy for professional employees. A Superintendent or designee is authorized to suspend with pay during an investigation into allegations of misconduct or pending a dismissal hearing whenever, in the Superintendent's judgment, the employee's presence is detrimental to the District.

LEGAL REF.: 5 ILCS 430 *et seq.*
105 ILCS 5/10-22.34c and 5/10-23.5.
820 ILCS 105/4a.

CROSS REF.: 5:240 (Professional Personnel - Suspension), 5:270 (Educational Support Personnel - Employment At-Will, Compensation, and Assignment)

ADOPTED: November 19, 2015

Educational Support Personnel

Schedules and Employment Year

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

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

Breaks

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

LEGAL REF.: Fair Labor Standards Act, 29 U.S.C. §207 *et seq.*
105 ILCS 5/10-20.14a, 5/10-22.34, and 5/10-23.5.
740 ILCS 137/, Right to Breastfeed Act.
820 ILCS 105/, Minimum Wage Law.
820 ILCS 260/, Nursing Mothers in the Workplace Act.

CROSS REF.: 5:35 (Compliance with the Fair Labor Standards Act)

ADOPTED: May 25, 2017

Educational Support Personnel

Compensatory Time-Off

This policy governs the use of compensatory time-off by employees who: (1) are covered by the overtime provisions of the Fair Labor Standards Act, 29 U.S.C. §201 et seq., and (2) are not represented by an exclusive bargaining representative.

Employees may be given 1-1/2 hours of compensatory time-off in lieu of cash payment for each hour of overtime worked. Other than as provided below, at no time may an employee's accumulated compensatory time-off exceed 240 hours, which represents compensation for 160 hours of overtime. An employee whose work regularly includes public safety, emergency response, or seasonal activities may accumulate a maximum of 480 hours of compensatory time, which represents compensation for 320 hours of overtime. If an employee accrues the maximum number of compensatory time-off hours, the employee: (1) is paid for any additional overtime hours worked, at the rate of one and one-half times the employee's regular hourly rate of pay, and (2) does not accumulate compensatory time-off until the employee uses an equal amount of accrued time-off.

An employee who has accrued compensatory time-off shall be permitted to use such time in at least one-hour increments provided such requests do not unduly disrupt the District's operations. The employee's supervisor must approve a request to use compensatory time-off.

Upon termination of employment, an employee will be paid for unused compensatory time at the higher of:

1. The average regular rate received by such employee during the last three years of employment; or
2. The final regular rate received by such employee.

Compensatory time-off is time during which the employee is not working and is, therefore, not counted as "hours worked" for purposes of overtime compensation.

Implementation

The Superintendent or designee shall implement this policy in accordance with the FLSA. In the event of a conflict between the policy and the FLSA, the latter shall control.

LEGAL REF.: Fair Labor Standards Act, 29 U.S.C. §201 et seq.; 29 C.F.R. Part 553.

CROSS REF.: 5:35 (Compliance with the Fair Labor Standards Act), 5:185 (Family and Medical Leave), 5:270 (Employment At-Will, Compensation, and Assignment)

ADOPTED: November 20, 2014

Educational Support Personnel

Evaluation

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

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

CROSS REF.: 5:10 (Equal Employment Opportunity and Minority Recruitment), 5:150
(Personnel Records)

ADOPTED: May 25, 2017

Educational Support Personnel

Sick Days, Vacation, Holidays, and Leaves

Medical Examination:

All newly-hired ESP employees employed by the Board of Education will be required to provide evidence to the Board of a physical examination and freedom from communicable disease in accordance with Section 24-5 of the Illinois School Code must have testing no more than 90 days before presentation to the Board. The total cost of the required physical examination will be paid by the District if performed at a clinic or other medical facility selected by the District. If the clinic or other medical facility is not selected by the District, the District shall pay for the exam to be performed at such other facility up to the amount it would have paid if performed at the District's facility.

Sick Leave:

All ESP employees are eligible for 1 employee day sick leave for each month of employment per year (minimum 10, maximum 12) cumulative to 220 days. Employees with the 220 maximum days of accumulated sick leave will also be entitled to the annual 10 or 12 days sick leave for the current school year. A medical doctor certificate may be required from the employee by the Principal following any length of illness. After all paid sick leave options are exhausted; the pay deduction will be governed by the daily rate of pay. Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family or household or birth, adoption, or placement for adoption. Additional criteria for use of paid sick leave for birth, adoption and placement for adoption may be imposed by the Board in accordance with Section 24-6 of Illinois School Code. The term "immediate family" shall include: (spouse, parents, children, brothers, sisters, grandparents, grandchildren, parents-in-law, legal guardians, and brothers/sisters-in law).

Payment of Salary:

As of the commencement of the 2008-2009 school year, ESP student attendance day employees shall be paid per hours worked on any given 2 week time period at the next scheduled pay day. ESP student attendance day employees will no longer be given the option of receiving their salary distributed evenly over 26 pay periods, and any election to do so from any prior school year has been canceled by the District prior to the first paid day of the 2008-2009 school year.

Illinois Municipal Retirement Fund:

All ESP employees working 600 hours or more annually are eligible for IMRF benefits. For information regarding referral forms, temporary disability, rate of contribution, and all other benefits, ESP employees should see the latest bulletin or inquire at the District business office and a bulletin will be provided for your study.

Liability Insurance:

The School District carries liability insurance protecting all employees against financial loss and expenses in case of alleged negligence or alleged wrongful act resulting in death, injury, or damage to or destruction of property while acting within the scope of school responsibilities under the direction of the School Board.

Worker's Compensation:

The School District carries Worker's Compensation Insurance for all employees. If an employee has an accident while at work or if it is proven that an illness has been contracted as a result of conditions

at the place of employment, the employee is entitled to benefits under this coverage. Additional information may be obtained at the District business office.

Vacation:

The District grants its full-time, 12 month ESP employees vacation benefits. An employee must be employed from July 1 to June 30 (i.e., the full school year) of the preceding year to be eligible for the full vacation benefit. Vacation days are not granted during the first year of employment until the July 1 following the date of hire. Upon completion of one (1) full school year (July 1-June 30), on July 1 following such completion, the employee shall be granted ten (10) working days for use through the following June 30. Such number of days shall be granted each July 1 thereafter through completion of the employee's ninth (9th) full school year. Upon completion of ten (10) full school years of employment in the District on July 1 and each July 1, thereafter through completion of the employee's nineteenth (19th) full school year, the employee shall be granted fifteen (15) working days for use through the following June 30. Upon completion of twenty (20) full school years of employment in the district, on July 1 and each July 1, thereafter, the employee shall be granted twenty (20) working days for use through the following June 30. For the first year of hire only, if the employee is hired after July 1, a vacation benefit of ten (10) days will be granted the following July 1, but shall be pro-rated down based on the number of weeks the new employee actually worked in the District during that first year.

The following general procedures are effective for all use of vacation days:

- Use of vacation days must be pre-approved by the employee's supervisor.
- Vacation days may only be used on the employee's scheduled work days.
- Vacation days shall accrue only when an employee is on the job. Vacation days shall not accrue when an employee qualifies for benefits under Workers' Compensation, IMRF Disability or is on non-FMLA unpaid leave.
- Vacation days must be used in the school year granted or shall be lost. They cannot accumulate or carry over from one school year to the next.
- The District reserves the right to establish days of the year during which vacation leave may not be scheduled. Determination of such dates shall be made by each District Department.

Notwithstanding anything to the contrary mentioned above, 9-month Executive Secretaries hired by the District prior to 1/10/1989 and 10-month Executive Secretaries hired by the District prior to 8/23/1995 receive ten (10) days paid vacation each school year. All other rules and restrictions regarding use and accumulation provided for in this vacation section specified above also apply to these individuals.

Medical, Dental, and Life Insurance:

Employees who regularly work at least 1,000 hours per year (28 hours/week) will be eligible to participate in the District's Medical, Dental and Life Insurance plans in accordance with those actual insurance contracts/policies. The 1,000 hour standard shall not prohibit the District from offering its Medical and Dental Insurance plans to other District employees in order to comply with the eligibility criteria set forth in the district's insurance contracts/policies and law. Where the District makes a premium contribution on behalf of employees for Medical and Dental insurance coverage, the district shall contribute a pro-rata portion of such premium contribution amount for any eligible, enrolled employee regularly working less than 2,000 hours/year based on a 2,000 hour full-time-equivalent. The District does not pro-rate its share of Life Insurance, all eligible and enrolled employees receive the same Board contribution to such premiums.

Notwithstanding the above, bus drivers hired prior to 10/16/1990 will have 100% of their single employee insurance premiums paid, regardless of hours worked. Further, an ESP who was enrolled in District group Medical and/or Dental coverage as of the 2013/2014 school year shall remain eligible to enroll in such coverage in future years, regardless of hours worked in accordance with the

District's insurance contracts/policies. All other rules and restrictions provided for in this insurance section specified above continue to apply to these individuals.

Paid Holidays:

(Full-time, 12 mo. employees ONLY) Holidays will be paid if:

1. The employee is employed during the holiday period.
2. The employee works on the last regular work day prior to the holiday period AND the first working day following a holiday period. (Exceptions for emergency shall be arranged IN ADVANCE with the building principal and approved by the superintendent.) Paid holidays include:

New Year's Day, M. L. King's Birthday, Lincoln's Birthday, C. Pulaski Day, Good Friday, Memorial Day, July 4th, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day. (12 days)

3. Fourth of July ONLY. When this date falls on a Saturday or Sunday, it will be celebrated on the Friday before or the Monday after, whichever is closest.
4. Floating Holiday: If any of the holidays listed above fall on student attendance days, that holiday or holidays may be used as a "floating holiday". The "floating holiday" is restricted to use on a non-student attendance day (non-school day) and must have the pre-approval of a supervisor.

Notwithstanding anything to the contrary mentioned above, 9-month Executive Secretaries hired by the District prior to 1/10/1989 and 10-month Executive Secretaries hired by the District prior to 8/23/1995 receive twelve (12) paid holidays each year, and Aides hired prior to 9/1/1991 receive paid holidays through the regular school year. All other rules and restrictions provided for in this holiday section specified above continue to apply to these individuals.

Personal Leave Days:

(ALL Full-time, 1,000 or more hrs. per year, ESP employees) Each employee is entitled to two (2) employee personal leave days per year without loss of pay for matters which cannot be handled during non-school days or hours. Written notification of such leave shall be made to the building principal at least 24 hours prior to the planned personal leave day. The first and last three (3) school days and the day immediately preceding and following a legal holiday, vacation or school recess shall not be normally available for personal leave. Personal leave days not taken by June 30th are NOT cumulative and cannot be carried over to future years.

Notwithstanding the above, bus drivers hired prior to 10/8/1997, will receive two (2) personal days each school year, regardless of hours worked. All other rules and restrictions provided for in this personal leave section specified above continue to apply to these individuals.

Total Attendance Incentive

All ESP employees covered by this Policy, except those who work a variable schedule, are eligible for the Attendance Incentive. Any payment due as determined by the following scale will be made in July.

***#Absences in Contract Year	9 and 10 Month ESP	12 Month ESP
0	4 days at Employee's regular rate	5 days at Employee's regular rate
.5 - 2	2 days at Employee's regular rate	3 days at Employee's regular rate

2.5 – 4	1 day at Employee’s regular rate	2 days at Employee’s regular rate
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** Includes all absences (illnesses, doctor/dentist appointments, family illness, unpaid leave.)

NOT INCLUDED are paid vacation days, personal leave days, comp time and/or school related absences where applicable.

Leave to Serve as a Trustee of the Illinois Municipal Retirement Fund

Upon request, the Board will grant 20 days of paid leave of absence per year to a trustee of the Illinois Municipal Retirement Fund in accordance with 105 ILCS 5/24-6.3.

Child Bereavement Leave

Educational support personnel receive child bereavement leave on the same terms and conditions granted professional staff.

Leave to Serve as an Election Judge

Educational support personnel receive a leave to serve as an election judge on the same terms and conditions granted professional staff.

LEGAL REF.: 20 ILCS 1805/30.1 et seq.
105 ILCS 5/10-20.7b, 5/24-2, and 5/24-6.
820 ILCS 147 and 180/.
820 ILCS 154/.
School Dist 151 v. ISBE, 507 N.E.2d 134 (Ill.App.1, 1987); Elder v. School Dist. No.127 1/2, 208 N.E.2d 423 (Ill.App.1, 1965).

CROSS REF.: 5:180 (Temporary Illness or Temporary Incapacity), 5:185 (Family and Medical Leave), 5:250 (Professional Personnel - Leaves of Absence)

ADOPTED: May 25, 2017

Educational Support Personnel

Sick Leave Bank

Non-Certified Staff

A sick leave bank for non-certified staff (hereinafter referred to as the “Bank”) has been established by the Board of Education (hereinafter referred to as the “Board”). The intent of the Bank is to provide extended sick leave to eligible staff members who incur a period of prolonged personal illness or disability. A Sick Bank committee (hereinafter referred to as the “Bank Committee” or “Committee”) consisting of two ESP staff members and the Superintendent or designee and an employee from the District’s Human Resources office (as selected by the Superintendent) will administer the Bank. The Committee will select a Chair of the Committee each school year. Participation in the Bank will be on a voluntary basis, subject to the following conditions:

1. Eligibility
 - a. An ESP can participate in the Bank, provided written authorization forms are given to the Chair of the Committee within the member’s first ten (10) duty days of the school term or within ten (10) days after the staff member’s date of employment, whichever is later.
 - b. Such authorization constitutes an irrevocable authorization to contribute days for one year and each year thereafter unless written revocation is received by the Committee Chair by the last duty day of a school term. Such revocation will be effective for the next school term. If an ESP revokes membership, such ESP will not receive their days back.
 - c. A participating Bank member will be involuntarily withdrawn from participation in the Bank upon termination of such member’s employment as a result of dismissal, retirement, or resignation. Only Bank members who terminate District employment for purposes of retirement will have their unused Bank days returned to them upon request. Only the number of days actually donated by the Bank member but not used by the Bank member may be returned. Such days shall be returned on the last duty day of the school year upon request. The Bank will be reduced by the number of days returned.
2. Donation of Days
 - a. Each Bank member, upon signing their written authorization form, will be required to immediately donate two (2) days of sick leave to the Bank based on 180 day contract. Part-time members will contribute a prorated share to the nearest half (0.5) day.
 - b. In addition to the initial donation of days, each Bank member will be required to donate one (1) day of sick leave to the Bank whenever the number of days in the Bank is below the number of Bank members participating in the Bank.
 - c. Any Bank member who has used all of his/her sick days during a school year and has drawn one (1) or more days from the Bank during that school year, will not be eligible to participate in the Bank the following school year unless he/she contributes two (2) days to the Bank in such following school year.
 - d. The days contributed to the Bank will be recorded by the District Human Resources Office, which shall maintain a record showing the number of days contributed and used by each member. Each semester, the Committee Chair will provide the Superintendent with an accounting of the days donated during the immediately preceding semester, by whom the days were donated, and the number of days existing in the Bank.
3. Prerequisites for Use of Sick Leave Bank Days

- a. Any Bank member shall be allowed to draw sick days from the Bank for his/her own personal illness/disability when the Bank member has exhausted all his/her accumulated sick days, personal days, and vacation days (if such days are allowed to be used for illness/disability) and when the Bank member has been absent from work thirty (30) school days for the same illness/disability, whichever shall occur last.
- b. Bank members wishing to draw days from the Bank who will meet the criteria set forth above must complete an application for use of the Bank. Except in emergency situations, such application must be written and submitted to Human Resources in the District Office at least fifteen (15) days prior to the anticipated need for the days. The application must be accompanied by a physician's statement confirming the need set forth in the application.
- c. The Bank Committee will have the responsibility for reviewing written requests for withdrawals from the Bank, verifying the validity of requests, recommending approval or denial of the requests, and communicating its recommendation to Human Resources in the District Office.
- d. The maximum number of days that a Bank member may draw from the Bank is equal to the accumulated sick, vacation and personal days of that Bank member at the beginning of that illness/disability, after contributed sick days have been withdrawn, provided, however, the maximum amount of days the Bank will grant to a Bank member for the same illness/disability will be forty-five (45) days.
- e. Use of the Bank will not be available for a Bank member whose prolonged illness or disability is related to medical procedures that could be safely deferred until a vacation recess, or other non-school day(s) or hour(s).
- f. In no case will the granting of days from the Bank cause a Bank member to receive more than his/her salary. Thus, if a Bank member is receiving paid benefits from Worker Compensation, he/she cannot also draw Bank days.
- g. The Following examples illustrate this Section 3:
 - Example 1. Employee has 10 sick/personal/vacation days accumulated at the beginning of an illness/disability. Employee has to be off work for 30 days for the same illness/disability before Bank may be used. After exhausting all available paid leave of 10 sick/personal/vacation days the Employee will need to take 20 more days without pay until 30 days is up. After that, the Bank will match the original 10 days the employee used. The employee would actually have 40 days off of which 20 would be paid. If additional time off is needed, the employee would not get paid as all sick/personal/vacation and Bank days have been exhausted. Example assumes employee has satisfied all other prerequisites to use the Bank.
 - Example 2. Employee has 70 sick/personal/vacation days accumulated at the beginning of an illness/disability. Employee has to be off work for 30 days for the same illness/disability before Bank may be used. After being off work for 30 days in which the employee's 30 sick/personal/vacation days were used and the employee was paid, the employee must use the remaining 40 available paid leave days before the Bank may be used. Once all 70 paid leave days have been exhausted, the employee may use the maximum of 45 days from the Bank to have a total of 115 days off paid. If additional time off is needed, the employee would not get paid as all sick/personal/vacation and Bank days have been exhausted. Example assumes employee has satisfied all other prerequisites to use the Bank.

4. Other Provisions

- a. As used in this section, the term "day(s)" shall mean Bank member working day(s) except as otherwise specifically provided herein.

- b. Sick day compensation granted from the Bank will be paid at the same rate as regular sick leave days granted by the Board.

5. Hold Harmless

Education Support Personnel agree with respect to the operation of the Bank that they will hold harmless the Board of Education, its members, employees, and/or agents as regards any action, complaint, or suit of any type, provided only that the Board will fulfill its responsibilities as specifically set forth above. In the event any action, complaint, or suit of any type shall be brought against the Board, its members, employees, and/or agents, the Board retains the exclusive right to select counsel, to defend such action, complaint, or suit and determine whether same should be compromised or settled.

ADOPTED: September 25, 2014