Agenda Item #	
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GLENBROOK HIGH SCHOOLS

Assistant Superintendent for Business Affairs Regular Meeting – Monday – June 8, 2009

TO: Dr. Mike Riggle

FROM: Dr. Craig A. Schilling

DATE: June 8, 2009

RE: DISCUSSION/APPROVAL: Regarding Changes to Board Policy &

Procedures 6410: Educational Support Personnel Vacations, and Board Policy 6420: Educational Support Personnel Legal and Granted Holidays

It is recommended that the Board of Education approve the changes to Board Policy and Procedures 6410: Educational Support Personnel Vacations, and Board Policy 6420: Educational Support Personnel Legal and Granted Holidays, as attached.

CAS/lbw

pc: Board of Education

Attachments

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BOARD POLICY: EDUCATIONAL SUPPORT PERSONNEL VACATIONS

6410

Section A

Full time 12-month educational support personnel are eligible for paid vacation days.

Section B - Vacation

- 1. A full-time twelve (12) month employee, with an effective start date prior to July 1, 2007, with a 260 paid day work year, will accrue paid vacation days in accordance with the following schedule: An employee who has worked 48 months or less is eligible to accrue 0.84 days vacation per month worked. An employee who has worked 49 months to 108 months will accrue vacation at the rate of 1.25 days per month worked. An employee who has worked more than 109 months will accrue vacation on the basis of 1.67 days per month worked.
- 2. A full-time twelve (12) month employee, with an effective start date after June 30, 2007, with a 239 paid day work year, will accrue paid vacation days in accordance with the following schedule: An employee who has worked 48 months or less is eligible to accrue 0.42 days vacation per month worked. An employee who has worked more than 49 months will accrue vacation on the basis of 0.84 days per month worked.

Educational support personnel who have worked 48 months or less are eligible to accrue 0.84 days vacation per month worked. Employees who have worked 49 months to 108 months will accrue vacation on the basis of 1.25 days per month worked. Employees who have worked 109 months or more will accrue vacation on the basis of 1.67 days per month worked.

Section C

Educational support personnel may use their accrued vacation at any time during the year provided approval is secured from their immediate supervisor and human.resources the associate principal/administrative services.

Section D

Educational support personnel may carry over from one fiscal year to the next fiscal year 25 days of accumulated vacation time. Vacation days in excess of 25 days, at the end of any fiscal year, will be added to the employee's accumulated sick leave subject to the provisions of Board policy Educational Support Personnel Sick Leave (6330).

Approved: November 4, 1974 Revised: July 17, 1995

Revised: September 25, 2000

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DELETE PROCEDURES

PROCEDURES FOR IMPLEMENTING BOARD POLICY:	EDUCATIONAL SUPPORT	6410
	PERSONNEL VACATIONS	Page 1 of 2 pages

- 1. Educational support personnel may make application for vacations by:
 - 1) Obtaining an Educational Support Personnel Vacation Request Form from the human resources office.
 - 2) Completing the request form ten (10) working days prior to requested vacation time and submitting the form to the immediate supervisor.
- 2. Approval of application for vacation shall be made in the following manner.
 - 1) The supervisor will submit the request to the director of human resources.
 - 2) Copies of the Vacation Request Form will be returned to all concerned parties with the appropriate action stated.

Adopted: November 19, 1974
Revised: September 25, 2000
Revised:

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PROCEDURES FOR IMPLEMENTING BOARD POLICY: EDUCATIONAL SUPPORT 6410 PERSONNEL VACATIONS Page 2 of 2 pages

EDUCATIONAL SUPPORT PERSONNEL VACATION REQUEST FORM

Date (s) of requested vacation	
Supervisor=s Approval	
Associate PrincipalAdmin. Services	
Supervisor of Buildings & Grounds	
Your request for vacation as indicated above is:	
Approved Disapproved	
NOTE: No transfer of the state	
NOTE: Your request for vacation is not approved at this time because:	

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— Director of Human Re	esources

11/19/74

Glenbrook High School District #225

BOARD POLICY: EDUCATIONAL SUPPORT PERSONNEL LEGAL AND GRANTED HOLIDAYS

6420

Section A

- 1. The Board of Education grants full-time educational support personnel those legal holidays indicated on the district's official school calendar with full pay which fall within their work year.
- 2. For 12-month educational support personnel, legal holidays which fall on a Saturday or Sunday will be added to the employee's accrued vacation.

Full-time Educational Support Personnel, with an effective start date prior to July 1, 2007 shall be paid for holidays as follows:

- 1. An employee, with a 260 paid day work year, shall be paid for no less than seven (7) granted and those legal holidays indicated on the school district's official school calendar which fall within their work year. Legal holidays that fall on a Saturday or Sunday shall be added to the employee's accrued vacation time.
- 2. Nine (9) and ten (10) month employees shall be paid for all legal holidays that fall within their work year.

Section B

The Board of Education authorizes eight regular work days to be set aside as granted holidays for full-time 12-month educational support personnel each fiscal year. Those days shall be designated in writing annually.

Full-time Educational Support Personnel, with an effective start date after June 30, 2007 shall be paid for holidays as follows:

- 1. Twelve (12) month employees with a 239 paid day work year shall be paid for legal and granted holidays, which fall on a workday within their work year.
- 2. Nine (9) and/or ten (10) month employees shall be paid for legal holidays that fall on a workday within their work year.
- 3. Any holiday that falls on a weekend or within winter or spring recess is unpaid.

Section C

In order to be paid for a legal or granted holiday, an employee must be paid for their last scheduled work day prior to the holiday and their first scheduled work day after the holiday.

Approved: October 18, 1976
Revised: October 9, 1995
Revised: September 25, 2000

GLENBROOK HIGH SCHOOLS Director of Business Affairs Regular Meeting – Monday – June 8, 2009

TO: Dr. Michael Riggle

FROM: Hillarie Siena

DATE: June 8, 2009

RE: DISCUSSION/APPROVAL: Regarding Changes to Board Policy &

Procedures 4070: Tax Sheltered Annuities

It is recommended that the Board of Education approve the changes to Board Policy and Procedures 4070: Tax Sheltered Annuities, as attached.

HS/hjs

pc: Board of Education

Attachments

BOARD POLICY: TAX SHELTERED ANNUITIES

4070

Page 1 of 2 pages

Section A - Authorization to Purchase Annuities

- 1. The Board of Education of District #225 shall make tax sheltered annuity (TSA) plans available to the staff through payroll deductions. TSA policies meeting the tax sheltered provisions of the Internal Revenue Service may be offered including fixed and variable plans.
- 2. The assistant superintendent for business affairs, or designee, will act as the Board's representative in all matters dealing with TSAs sold to Glenbrook employees through the school district, signing all applications for group policies, reviewing literature to be distributed, and maintaining copies of all master contracts and hold harmless agreements.
- 3. No company will be approved by the assistant superintendent for business affairs unless at least five employees have contracted for TSA participation with that company, and that company has completed and signed the "Service Investment Provider Service Agreement for 403(B) Retirement Programs (Non-ERISA)" form.
- 4. Any company doing business in the District may be dropped by the assistant superintendent for business affairs should the participation with the company become inactive for a period of 12 months or more.
- 5. Failure on the part of any company and/or agent to comply with this policy will be sufficient grounds for denying further sales to Glenbrook employees.

Section B - Approval of Salary Reduction Agreements

All employees entering into a Salary Reduction Agreement must have on file in the District Business Office the <u>Glenbrook</u> Salary Reduction Agreement for 403(B)(1) and 403 (B)(7) Programs form before the election will become effective:

1. Employees who wish to use special "catch-up elections" to contribute more than the basic salary deferral for the year must provide a vendor, financial, tax or legal counsel form which shows the maximum exclusion allowance (MEA) calculation for the tax year.

Section C - Changes to Salary Reduction Agreements

1. Employees may change their reduction agreement once every six months. Specifically, one change can be made from January through June, and one change can be made from July through December. Initiating or terminating a salary reduction agreement is considered to be a change. Agreements may be terminated at any time.

Section D - Contact Between Employees and Insurance Agents

- 1. Only companies receiving approval of the assistant superintendent for business affairs may make printed TSA literature available to Glenbrook employees on campus. The literature may not contain any statement which indicates that the Board of Education or the administration recommends the plan.
- 2. <u>Initial contact with the agent must be made individually by the employee or if through a scheduled event by the assistant superintendent for business or designee.</u>
- 2. 3. Once contacted by a Glenbrook employee, an agent of the company may meet the employee at school to discuss policy provisions. An agent may also meet the employee at school to have papers signed. In either event, agents will not be allowed to remain on school premises to solicit business from other employees.
- 3. 4. Employees' addresses and/or telephone numbers will not be provided to company's agents. Initial contact with the agent must be made by the employee.

Section E - Periodic Statements

The employee shall be responsible for requesting periodic statements from the company and for verifying the accuracy of the statements.

Approved: February 2, 1976 (Item #5676)

Revised: November 19, 1984 Revised: January 25, 1993 Revised: February 9, 1998 Revised: February 28, 2000

PROCEDURES FOR IMPLEMENTING BOARD POLICY: TAX SHELTERED ANNUITIES 4070

Page 1 of 6 pages

Section A

The assistant superintendent for business affairs, or designee, will act as the Board's District's representative in all matters dealing with tax sheltered annuities (TSA) sold to Glenbrook employees through the school district. As such, the assistant superintendent for business affairs, or designee, will sign all applications, review literature to be distributed, and maintain copies of all master contracts and hold harmless agreements.

Section B

Each company and each agent must comply with the following regulations. Failure to comply with any of these regulations will be sufficient grounds for denying sales to Glenbrook employees.

1. Procedure for Agent and/or Company Approval

- All agents must have on file in the District Office or with the District's designated designated third party administrator, a master group policy or a copy of the individual policy to be issued to Glenbrook employees. All insurance companies selling TSA policies to Glenbrook employees must have on file in the District Business Office or with the District's designated third party administrator, a completed tax sheltered annuities insurance company agreement form containing the Board approved Service Investment Provider Service Agreement for 403(B) Retirement Programs (Non-ERISA). The assistant superintendent for business affairs, or designee, will not sign an application for a TSA nor will monies be released until the required policies and the completed forms have been returned by the company.
- 2) Employee names, addresses, and telephone numbers will not be provided to insurance agents by school staff.
- Printed TSA literature provided by insurance agents will be made available for review by Glenbrook employees by placing it in employee areas in the schools or via electronic transmission. A sample of the information to be distributed must be provided to the assistant superintendent for business affairs, or designee, for review. The literature may not indicate that the Board of Education or the administration recommends the plan to the employees. Once approved, packets of literature may be delivered to the District Business Office. The literature will be placed in the schools for all employees to take home and review, or made available via electronic transmission.

2. <u>Contact with Employees</u>

- 1) Initial contact with employees may be made through printed literature, by reference from other employees, or by outside contact by the agent.
- Once contacted by a Glenbrook employee, an agent may then meet with the employee at school to discuss the TSA plan offered. Agents may also meet an employee at school to have papers signed. IN EITHER EVENT AGENTS WILL NOT BE ALLOWED TO REMAIN ON SCHOOL PREMISES TO SOLICIT BUSINESS FROM OTHER EMPLOYEES.

3. <u>Procedure for Enrolling Employees in TSA</u>

- When an employee has decided to enroll in a TSA plan, the agent must have the employee complete the Salary Reduction Agreement for 403(B)(1) and 403(B)(7) Programs form (see attached).
- When completed and signed by the employee and agent, the Salary Reduction Agreement for 403(B)(1) and 403(B)(7) Programs form, must be forwarded to the assistant superintendent for business affairs, or designee, for signature.
- TSA agreements completed, signed and received the first of the month will produce a salary deduction for that month. Agreements completed, signed and received after the first of the month will produce a payroll deduction from the next month's paycheck. If an employee requests to contribute \$10,000 or more, or use special catch-up provisions allowed under IRS code or change their contribution amount, then a Maximum Exclusion Allowance (MEA) calculation will may be required.
- 4) Monies will be dispersed to companies from the District Business Office only upon receipt of proper billings from the insurance company.
- 5) Changes in the amount of the TSA are to be handled in exactly the same manner as new TSA agreements.
- The employee shall be responsible for requesting periodic statements from the insurance company reflecting payments made by the school district. The employee shall also be responsible for verifying the accuracy of the statements. An employee having a question about the statement should immediately contact the agent. If the question cannot be resolved by contacting the agent, the employee should contact the District Business Office or the District's designated third party administrator for assistance.

Revised: November 19, 1984 Revised: January 25, 1993

Revised: February 9, 1998

Service Provider Agreement For 403(B) Retirement Programs (Non-ERISA)

NAME OF SCHOOL DISTRICT

Employer certifies that it is an eligible employer to sponsor a 403(b) program and accepts all liability for this determination.

Effective on the date hereof, the Service Provider identified below agrees, in consideration of being designated an approved Service Provider, to the terms and conditions set forth herein with respect to the purchases, sales, transfers or other transactions related to the servicing of 403(b) annuity contracts and/or custodial accounts that are processed through the Service Provider.

Employer and Service Provider agree:

Tservice Provider, upon the request of any Employee, shall provide such Employee a Maximum Exclusion Allowance (MEA) calculation in accordance with state and federal income tax statutes, rules and regulations (Applicable Law). Furthermore, Service Provider shall certify to the Employer and Employee the accuracy of the calculation, as performed by Service Provider or its agent, based on the accuracy of information provided by the Employee.

2Service Provider shall offer only custodial accounts or annuity contracts, the terms of which comply with the provisions of Applicable Law. Such custodial accounts and/or annuities shall be available for purchase by the Employer for any eligible Employee.

(The "Employer")

Service Provider shall be responsible for reporting and withholding taxes on distributions it makes directly to Employees and/or their Beneficiaries, as appropriate. For annuity or custodial accounts that permit Employee-directed requests through the Service Provider, the reason for the distribution shall be certified by the Employee so that the restrictions of Applicable Law regarding allowable transfers, direct rollovers, and rollovers are met. With respect to withdrawals, the Service Provider may rely upon the information received from the Employee, Employer or prior service provider in the event of a transfer.

4 Service Provider agrees that it shall, upon reasonable advance notice, comply with all pertinent written directives regarding the solicitation of Employees to the extent compliance is not inconsistent with any law.

In the event of an income tax audit of Employer, Service Provider agrees that it shall extend its cooperation in providing necessary information to the Employer regarding Employees in the products provided by Service Provider provided such information was maintained or prepared by Service Provider in providing such products.

Service Provider agrees to indemnify and hold harmless the Employer, including any individual member of the governing board,

and Employees from every claim, demand 7 This agreement may be modified, or suit which may arise out of, be connected amended or terminated by Employer or with, or be made by reason of the negligence Service Provider upon thirty (30) days of the Service Provider or failure of the written notice to the other party, provided Service Provider to meet the requirements of that no such modification, amendment or this Agreement. Notwithstanding the termination shall affect any liability incurred preceding sentence, this indemnification by Service Provider prior to such shall not cover any claim, demand, or suit modification, amendment or termination. based on erroneous information provided by the Employer or Employees of their willful SThis Agreement supersedes all prior misconduct or negligence. Service Provider, at its own expense and risk, shall defend, or agreements between the Service Provider at its option settle, any court proceeding that and Employer. may be brought against the Employer, including members of the governing board, and Employees on any claim, demand or suits covered by this indemnification, and shall satisfy any judgement that may be rendered against any of them with respect to any such claim or demand, provided that SERVICE PROVIDER Employer notifies Service provider, in writing, within twenty (20) days of receipt of such claim or demand. Service Provider's liability hereunder shall be limited to actual damages and out-of-pocket legal fees and expenses only. By -(Authorized Officer of the Service Provider) **EMPLOYER Dated** By

Dated

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Glenbrook High School 1835 Landwehr Road Glenview, IL 60025-1289

IMPORTANT NOTICE

Before you sign: Read the important information on the reverse side of this form. Each Employee who initiates or changes contributions to a 403(b) program shall, at such time provide the Employer with a copy of his/her maximum exclusion allowance (MEA) as calculated by the Employee's chosen annuity or custodial account provider or any other party acceptable to Employer. Also, for each Employee contributing \$10,000 or more per calendar year, or utilizing the "catch up provisions" or the special elections allowed by the Internal Revenue Code, an MEA calculation shall be required annually. A copy of such MEA shall be provided to Employer by November 1 of each calendar year in which the "catch up provisions" or "special elections" are utilized.

Part 1. Employee	111101	manon	•	
Name				
Social Security #				
Address				

Part 2. Contribution Information:

(Se	lect all that apply)
9	Initiate new salary reduction
	Please deduct the amount of \$per
	month.
9 -	-Change salary reduction
	This is notification to change the amount of my
	TSA salary reduction from \$ to
	\$ per month.
O -	-Change Service Provider
	This is notification to change my Service
	Provider (indicate amounts in Part 3) from
	to(indicate Provider
	name).
O -	Discontinue salary reduction
	Please discontinue TSA salary reduction with the
	following Service
	Provider:
9	Employee is utilizing catch-up

Implementation Date: Salary reduction instructions shall be implemented in accordance with Section (B)(3)(3) of the Procedures for Implementing Board Policy: Tax Sheltered Annuities.

provision/special elections

The Employee expressly agrees to bear all risk of loss and to remain primarily liable for any income tax or

Salary Reduction Agreement For 403(B)(1) and 403(B)(7) Programs

Part 3. Service Provider

\$ of Compen- sation per Month	Service Provider
1.	
2.	
3.	
4.	

Part 4. Agreement:

The above named Employee agreed to modify his/her salary as indicated above. Employer agrees to contribute this amount on Employee's behalf into the annuity or custodial accounts selected by Employee. It is intended that the requirements of all applicable state or federal income tax rules and regulations (Applicable Law) will be met. The Employee understands and agrees to the following:

- 1. this Salary Reduction Agreement is legally binding and irrevocable with respect to amounts paid or available while this agreement is in offect:
- 2. this Salary Reduction Agreement may be terminated at any time for amounts not yet paid or available, and that a termination request is permanent and remains in effect until a new Salary Reduction Agreement is submitted; and,
- this Salary Reduction Agreement may be changed with respect to amounts not yet paid or available in accordance with the Employer's administrative procedures.

Employee is responsible for determining that the salary reduction amount does not exceed the limits as set forth in Applicable Law. Furthermore, Employee agrees to indemnify and hold Employer harmless against any and all actions, claims and demands whatsoever that may arise from the purchase of annuities or custodial accounts for Employees in the amounts in excess of contribution limits as defined under Applicable Law except where an MEA was calculated by Service Provider based on accurate information provided by Employee.

other financial consequences resulting from participation in the Program.

Employee acknowledges that Employer has made no representation to Employee regarding the advisability, appropriateness or tax consequences of the purchase of the annuity and/or custodial account described herein. Employee agrees Employer shall have no liability whatsoever for any and all losses suffered by Employee with regard to his/her selection of the annuity and/or custodial account; its terms; the selection of the insurance company or regulated investment company; the financial condition, operation of or benefits provided by said insurance company or regulated investment company; or his/her selection and purchase of shares of regulated investment companies. Nothing herein shall affect the terms of employment between Employer and Employee. This agreement supersedes all prior salary reduction agreements and shall automatically terminate if Employee's employment is terminated.

IMPORTANT INFORMATION

- 1. Employer does not choose the annuity contract or custodial account in which your contributions are invested.
- Employees are responsible for setting up and signing the legal documents to establish your annuity contract or custodial account. However, in certain group annuity contracts, the Employer is required to establish the contract.
- 3. In order to receive the expected tax results,
 Employees are responsible for investing in annuity
 contracts or custodial accounts that meet the
 requirements of Section 403(b) of the Internal
 Revenue Code.
- 4. Employees are responsible for naming a death beneficiary under annuity contracts or custodial accounts. This is normally done at the time the contract or account is established. Beneficiary designations should be reviewed periodically.
- 5. Employees are responsible for all distributions and any other transactions with Service Provider. All rights under contracts or accounts are enforceable solely by Employee, Employee beneficiary or Employee's authorized representative. Employee must deal directly with Service Provider to make loans, transfer to different contracts or custodial accounts, begin distributions, or any other transactions.
- 6. Employees are responsible for determining that salary reductions do not exceed the allowable contribution limits under Applicable Law. You are required to have an annual maximum exclusion calculation performed by the chosen Service Provider for any changes in contributions or when contributing \$10,000 or more or utilizing "catchup" provisions or the special elections.

Part 5. Employee Signature

I certify that I have read this complete agreement and that my salary reductions do not exceed contribution limits as determined by Applicable Law. I understand

my responsibilities as an Employee under this program, and I request that Employer take the action specified in this agreement. I understand that all rights under the annuity or custodial account established by me under the Program are enforceable solely by me, my beneficiary or my authorized representative.

Employee Signature	Date

FOR SALES AGENT/REPRESENTATIVE COMPLETION

Part 6. Acknowledgment and Representation of Sales Agent/Representative

I agree to comply with all pertinent written directives regarding the solicitation of Employees. <u>I will</u> provide a maximum exclusion allowance (MEA) calculation for each Employee who initiates or changes contributions. Also, an MEA calculation will be provided annually for Employees contributing \$10,000 or more or utilizing "catchup provisions" or the special elections. Furthermore, I agree to indemnify and hold harmless the Employer, any individual of the governing board and the Employee participating in the 403(b) Program against any claims based on an error in the MEA I provided, except where the error is based upon erroneous information provided by Employer or Employee. (*Please Print*)

Sales Agent/Representative Name	
Phone	
Address	
Signature Date	
Part 7. Employer Signature	
Employer hereby agrees to this Salary Reduction Agreement.	

Title

BOARD POLICY: WIRELESS COMMUNICATION DEVICES

8300

Page 1 of 2 pages

Section A - In General

- 1. Students are not to use any wireless communication device in a manner prohibited by other Board Policies and Procedures, or by Student/Parent Handbooks. Students are personally responsible for the security of their wireless communication devices.
- 2. Guests shall be requested to conform their use of wireless communication devices to permissible student uses under Board policies. A guest is defined as any person, other than a school employee or student, who is present in a Glenbrook school building, on school grounds, or at a school-sponsored or related activity at any location.

Section B – Student Use

1. During the School Day and on School Trips

Students may possess wireless communication devices on school grounds. However, these devices are not to be visible and are to be kept in the off position until the regular school day has ended used only in areas designated for use and in a manner deemed acceptable and appropriate by the school administration. Use of wireless devices in the classroom, in areas being used to conduct instruction or on school trips are at the discretion of the teacher, coach, sponsor, chaperone or any school staff member acting in an official or unofficial supervisory capacity. Use of such devices by students is not to be disruptive to the activity or event.

School Trips

Use of wireless communication devices during school trips will be at the discretion of the coach or sponsor, but should not be disruptive to the activity or discourteous to others.

2. Outside of the School Day

Students: Wireless communication devices possessed by students in a Glenbrook school building, on school grounds, at a school-sponsored activity at any location, or while engaged in any activity with a nexus to the District are to be used in a manner deemed acceptable and appropriate by the school administration and at the discretion of any school staff member acting in an official or unofficial supervisory capacity. Use of such devices by students is not to be disruptive to the activity or event. not to be visible and should be turned off during meetings and activities and while at a performance or indoor athletic event.

Section C – Guest Uses Patrons:

Wireless communications devices possessed by guests are to be used in a manner deemed acceptable and appropriate by the school administration. They are to be used at the discretion of any school staff member acting in an official or unofficial supervisory capacity. Patrons with wireless The use of wireless communication devices by guests shall not be disruptive to the activity or event. should turn them off or to the vibration mode during meetings and while at a performance or indoor athletic event.

<u>Section D - Consequences</u>

- 1. Students: Students are personally responsible for the security of their wireless communication devices. Failure to follow Violations of this policy by students will result in disciplinary action that may include confiscation of the device and any other disciplinary action otherwise authorized by Board Policy, Procedures or the Student/Parent Handbook.
- 2. Patrons Guests: Patrons Guests who fail to comply with this policy with regard to appropriate use will be asked to leave the event or activity, and may be barred from future access to school property or events.

Adopted: October 28, 2002