

**KENDALL COUNTY FOREST PRESERVE DISTRICT  
OPERATIONS COMMITTEE  
AGENDA**

**WEDNESDAY, OCTOBER 7, 2020**

**6:00 P.M.**

**KENDALL COUNTY HISTORIC COURTHOUSE – 3<sup>RD</sup> FLOOR COURTROOM**

- I. Call to Order
- II. Roll Call
- III. Approval of Agenda
- IV. Public Comments

**OLD BUSINESS**

- V. 20-21 Bow Hunt Program Updates
- VI. KCFPD Insurance Claim Updates
  - a. Shuh Shuh Gah Canoe Launch
  - b. Pickerill-Pigott Estate House Inspection

**NEW BUSINESS**

- VII. Review of Preliminary Financial Statements through September 30, 2020
- VIII. Review and Approval of Special Use Permit Requests
  - a. No special use permit requests received
- IX. Natural Beginnings Early Learning Program – Proposed Fees and Charges
- X. Environmental Education Program Enrollment Updates
- XI. KCFPD Personnel Policies – Working Draft for Review
- XII. Ellis Equestrian Center – Preliminary Budget Report
- XIII. Capital Project Updates
  - a. Pickerill-Pigott Phase I OSLAD Development Project
  - b. ICECF Completed Grant Applications
  - c. IDNR PARC Grant
  - d. Eagle Project Updates
- XIV. KCFPD 20-21 Organizational Chart and Position Description Changes
  - a. Hoover Supervisor and Resident
  - b. Communications, Marketing and Public Programs Specialist
  - c. Natural Beginnings Program Manager
- XV. Hoover Supervisor and Resident – Residence Lease Agreement Changes
- XVI. Grounds Maintenance Worker Position Openings
- XVII. Executive Session
- XVIII. Summary of Action Items
- XIX. Public Comments
- XX. Other Items of Business
  - a. November 4, 2020 Meeting Cancelled
- XXI. Adjournment

Kendall County Historic Courthouse – 110 W. Madison Street – 3<sup>RD</sup> Floor – Courtroom  
Yorkville, Illinois 60560

If special accommodations or arrangements are needed to attend this District meeting, please contact the Administration Office at 630-553-4025 a minimum of 24-hours prior to the meeting time.

**To: Kendall County Board of Commissioners – Operations Committee**  
**From: Antoinette Meciej, Communications, Marketing, and Public Program Specialist**  
**RE: 20-21 CWD Bowhunt Program Updates**  
**Date: October 7, 2020**

The KCFPD Bowhunt season has been active for 7 days with 16 total harvests. Harvest locations are listed below.

Problems encountered so far this season include encroachment trails at Millbrook North and Henneberry. Additional boundary markers were added at Henneberry to encroachment trails. The Millbrook North encroachment trail activity was discussed with the appropriate business entity.

One non-resident guest pass was sold.

- Baker Woods – 2 doe
- Fox River Bluffs – 3 doe
- Jay Woods – 1 doe
- Little Rock Creek-Maramech – 3 doe, 1 button-buck
- Millbrook North – 3 doe
- Pickerill-Pigott – 2 doe, 1 button-buck

## David Guritz

---

**From:** Liz Laing <liz.laing@ipmg.com>  
**Sent:** Monday, October 5, 2020 10:30 AM  
**To:** David Guritz  
**Cc:** Samantha.Shock@alliant.com  
**Subject:** [External]200925W012 - Kendall County Forest Preserve District - Kendall County Forest Preserve District, Pickerall House Roof - O - 0006 - P2-1000669-1920-01 - 07/07/2020

**Importance:** High

Good morning,

I have received the final report from the ClaimsPro Adjuster regarding this claim. The replacement cost for the damaged Pickerall House Roof is \$36,243.44 and the Actual Cash Value is \$26,600.94. Factoring in the \$5,000 deductible I will be issuing a payment to day of \$21,600.94. Once the final invoice is received after repairs have been completed I will issue the hold back payment.

Please let me know if you have any questions.

Thank you,

**Liz Laing**  
P&C Adjuster – Claims Management Services



225 Smith Road, St. Charles, IL 60174  
Direct: 630-485-5854 | Fax: 630-485-5879  
[liz.laing@ipmg.com](mailto:liz.laing@ipmg.com) | [www.IPMG.com](http://www.IPMG.com)

*Check out our new website!*



Kendall County Forest Preserve  
Income Statement  
For Period Ended 9/30/20

10 Month Budget Percent = 83.3%

**FOREST PRESERVES & PROGRAMS**

	Current Year FY20		Prior Year FY19		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
<b>Beginning Balance</b>	\$ 341,861	\$ 341,861	\$ 344,356	\$ 344,356	\$ (2,475)	
<b>Revenue</b>						
Revenue - Administration	723,132	687,767	767,104	700,579	-12,813	-2%
Revenue - Ellis House & Equestrian Center	128,487	107,835	143,200	126,223	-18,288	-14%
Revenue - Hoover FP	81,250	32,355	75,025	69,804	-37,449	-54%
Revenue - Env. Education	194,100	110,812	162,930	150,228	-39,417	-26%
Revenue - Natural Area Volunteers	-	-	500	-	0	0.0%
Revenue - Grounds & Natural Resources	27,500	16,121	11,200	8,143	7,978	99%
Revenue - Pickerill Pigott FP	10,956	9,328	9,400	2,443	6,885	282%
<b>Total Revenue</b>	<b>1,165,425</b>	<b>984,318</b>	<b>1,159,359</b>	<b>1,057,422</b>	<b>(93,104)</b>	<b>-9%</b>
<b>Expenditure</b>						
Expenditure - Administration	340,456	304,257	314,970	197,051	107,208	54%
Expenditure - Ellis House & Equestrian Center	151,988	135,759	180,381	155,288	-19,527	-13%
Expenditure - Hoover FP	230,738	175,464	186,896	156,569	18,895	12%
Expenditure - Env. Education	167,117	134,543	150,618	114,725	19,818	17%
Expenditure - Natural Area Volunteers	500	-	500	1,181	-1,181	-100%
Expenditure - Grounds & Natural Resources	268,282	239,503	298,040	214,880	24,624	11%
Expenditure - Pickerill Pigott FP	5,500	7,331	17,817	4,331	3,001	69%
<b>Total Expenditure</b>	<b>1,164,591</b>	<b>996,857</b>	<b>1,149,222</b>	<b>844,022</b>	<b>152,835</b>	<b>16%</b>
<b>ENDING BAL</b>	<b>\$ 342,725</b>	<b>\$ 309,341</b>	<b>\$ 354,493</b>	<b>\$ 557,756</b>	<b>\$ (248,414)</b>	<b>-44.5%</b>
<b>Surplus/(Deficit)</b>	<b>\$ 844</b>	<b>\$ (32,540)</b>	<b>\$ 10,137</b>	<b>\$ 213,389</b>	<b>\$ (245,939)</b>	

Kendall County Forest Preserve  
Income Statement  
For Period Ended 9/30/20

10 Month Budget Percent = 83.3%

**FOREST PRESERVE CATEGORIES**

	Current Year FY20		Prior Year FY19		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
Beginning Balance	\$ 341,881	\$ 341,881	\$ 344,356	\$ 344,356	\$ (2,475)	
<b>Revenue</b>						
Property Tax	615,000	589,415	595,374	567,430	21,985	4%
Interest Income	1,700	545	700	1,361	-817	-60%
Other Income	14,500	14,391	7,500	20	14,371	71855%
Donations	2,000	830	4,500	1,469	-639	-44%
Rental Revenue	78,708	37,754	74,625	59,842	-21,889	-37%
Program Revenue	320,987	210,417	292,530	271,455	-61,038	-22%
Grants	10,000	-	3,500	3,818	-3,818	-100%
Farm License Revenue	100,932	95,379	151,030	128,882	-33,503	-26%
Security Deposits	17,600	13,780	26,600	21,000	-7,221	-34%
Credit Card Revenue	3,000	1,808	3,000	2,345	-537	-23%
<b>Total Revenue</b>	<b>1,165,425</b>	<b>964,318</b>	<b>1,159,359</b>	<b>1,057,422</b>	<b>(93,104)</b>	<b>-8%</b>
<b>Expenditure</b>						
Personnel	685,421	549,621	672,046	510,252	39,369	8%
Benefits	261,580	196,849	245,086	119,713	77,136	64%
Contractual	44,860	44,000	56,705	54,935	-10,935	-20%
Commodities	127,630	115,591	128,285	110,071	5,520	5%
Other	45,100	90,796	48,100	49,051	41,745	85%
<b>Total Expenditure</b>	<b>1,164,591</b>	<b>996,857</b>	<b>1,149,222</b>	<b>944,022</b>	<b>152,835</b>	<b>18%</b>
<b>ENDING BAL</b>	<b>\$ 342,725</b>	<b>\$ 309,341</b>	<b>\$ 354,493</b>	<b>\$ 557,756</b>	<b>\$ (248,414)</b>	<b>-44.5%</b>
<b>Surplus/(Deficit)</b>	<b>\$ 844</b>	<b>\$ (32,540)</b>	<b>\$ 10,137</b>	<b>\$ 213,399</b>	<b>\$ (245,939)</b>	

Kendall County Forest Preserve  
Income Statement  
For Period Ended 9/30/20

10 Month Budget Percent = 63.3%

**ADMINISTRATION**

	Current Year FY20		Prior Year FY19		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
<b>Revenue</b>						
Property Tax	615,000	588,415	595,374	567,430	21,985	4%
Interest Income	1,700	545	700	1,361	-817	-60%
Other Income	2,000	620	6,500	20	600	3000%
Donations	500	-	500	542	-542	-100%
Farm License Revenue	100,932	95,379	151,030	128,882	-33,503	-26%
Security Deposit Revenue						
Credit Card Revenue	3,000	1,808	3,000	2,345	-537	-23%
Program Revenue						
<b>Total Revenue</b>	<b>723,132</b>	<b>687,767</b>	<b>757,104</b>	<b>700,579</b>	<b>(12,813)</b>	<b>-2%</b>
<b>Expenditure</b>						
Personnel	180,990	153,754	159,485	124,524	29,230	23%
Benefits	124,616	107,413	121,345	37,763	69,650	184%
Contractual	19,600	19,679	18,100	18,483	1,196	6%
Commodities	15,250	23,411	18,040	13,870	9,542	68%
Other	-	-	-	2,411	-2,411	-100%
<b>Total Expenditure</b>	<b>340,456</b>	<b>304,257</b>	<b>314,970</b>	<b>197,051</b>	<b>107,206</b>	<b>54%</b>
<b>Surplus/(Deficit)</b>	<b>\$ 382,676</b>	<b>\$ 383,510</b>	<b>\$ 442,134</b>	<b>\$ 503,528</b>		

Kendall County Forest Preserve  
Income Statement  
For Period Ended 9/30/20

10 Month Budget Percent = 83.3%

**ELLIS HOUSE & EQUESTRIAN CENTER**

**Revenue**  
 Donations  
 Security Deposit  
 Credit Card Revenue  
 Program Revenue  
**Total Revenue**

**Expenditure**  
 Personnel  
 Employee Benefits  
 Contractual  
 Commodities  
 Other  
**Total Expenditure**

**Surplus/(Deficit)**

	Current Year FY20		Prior Year FY19		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
0.2%	200	-	500	103	-103	-100%
0.5%	600	7,500	10,600	4,585	2,905	63%
99.5%	127,687	100,435	132,100	121,528	-21,080	-17%
100.0%	<b>128,487</b>	<b>107,935</b>	<b>143,200</b>	<b>128,223</b>	<b>(18,288)</b>	<b>-14%</b>
61.1%	92,805	82,735	101,436	90,877	-8,142	-9%
7.7%	11,753	10,514	11,070	9,916	599	6%
4.6%	7,000	9,406	20,355	20,992	-11,586	-55%
18.0%	28,830	21,487	29,920	21,031	466	2%
7.8%	11,600	11,607	17,600	12,471	-864	-7%
100.0%	<b>151,988</b>	<b>135,759</b>	<b>180,361</b>	<b>155,266</b>	<b>(19,527)</b>	<b>-13%</b>
		<b>\$ (23,501) \$ (27,823)</b>		<b>\$ (37,161) \$ (29,063)</b>		

Kendall County Forest Preserve  
Income Statement  
For Period Ended 9/30/20

10 Month Budget Percent = 83.3%

**HOOVER FOREST PRESERVE**

	Current Year FY20		Prior Year FY19		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
<b>Revenue</b>						
Donations	-	-	-	-	-	-
Rental Revenue	64,250	26,076	60,025	54,399	-28,324	-52%
Security Deposit Rev	17,000	6,280	15,000	15,405	-9,126	-59%
Program Revenue	-	-	-	-	-	-
<b>Total Revenue</b>	<b>81,250</b>	<b>32,355</b>	<b>75,025</b>	<b>69,804</b>	<b>(37,449)</b>	<b>-54%</b>
<b>Expenditure</b>						
Personnel	122,869	99,789	99,950	82,818	16,971	20%
Employee Benefits	48,069	25,194	28,846	19,274	5,920	31%
Contractual	-	-	-	-	-	-
Commodities	46,800	39,037	45,100	43,288	-4,251	-10%
Other	13,000	11,444	13,000	11,189	255	2%
<b>Total Expenditure</b>	<b>230,738</b>	<b>175,464</b>	<b>186,896</b>	<b>156,569</b>	<b>18,895</b>	<b>12%</b>
<b>Surplus/(Deficit)</b>	<b>\$ (149,483)</b>	<b>\$ (143,109)</b>	<b>\$ (111,871)</b>	<b>\$ (86,765)</b>		



Kendall County Forest Preserve  
Income Statement  
For Period Ended 9/30/20

10 Month Budget Percent = 83.3%

**ENVIRONMENTAL EDUCATION**

Revenue  
Donations  
Security Deposit  
Credit Card Revenue  
Program Revenue  
Total Revenue  
  
Expenditure  
Personnel  
Employee Benefits  
Contractual  
Commodities  
Other  
Total Expenditure  
  
Surplus/(Deficit)

	Current Year FY20		Prior Year FY19		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
	800	830	2,500	300	530	177%
0.4%						
	-	109,982	157,430	149,929	-39,947	-27%
99.6%						
	193,300	110,812	159,930	150,228	(39,417)	-26%
100.0%						
	140,836	100,752	126,927	97,983	2,760	3%
84.5%						
	18,731	16,583	15,791	11,809	4,774	40%
11.2%						
	-	-	-	-	-	-
	7,450	3,164	7,900	4,924	-1,761	-36%
4.5%						
	-	14,045	-	-	14,045	
	167,117	134,543	160,618	114,725	19,618	17%
100.0%						
	\$ 26,963	\$ (23,732)	\$ 9,312	\$ 35,504		

Kendall County Forest Preserve  
Income Statement  
For Period Ended 9/30/20

10 Month Budget Percent = 83.3%

**NATURAL AREA VOLUNTEERS**

- Revenue
- Donations
- Security Deposit
- Credit Card Revenue
- Program Revenue
- Total Revenue**
- Expenditure
- Personnel
- Employee Benefits
- Contractual
- Commodities
- Other
- Total Expenditure**
- Surplus/(Deficit)**

	Budget	YTD	%	Prior Year FY19	YTD	%	YTD Variance	% Change
	500	-		-			-	
	500	-		-			-	
	500	-		1,181	238.2%		-1,181	-100%
	500	500	100.0%	1,181	238.2%		(1,181)	-100%
	(500)	-		(1,181)			-	
	500	-		1,181	238.2%		-1,181	-100%
	500	-		1,181	238.2%		(1,181)	-100%

	Budget	YTD	%	Prior Year FY19	YTD	%
	500	-		-		
	500	-		-		
	500	-		1,181	238.2%	
	500	500	100.0%	1,181	238.2%	
	(500)	-		(1,181)		
	500	-		1,181	238.2%	
	500	-		1,181	238.2%	

	Budget	YTD	%
	500	-	
	500	-	
	500	-	
	500	-	
	500	-	
	500	-	
	500	-	
	(500)	-	
	500	-	
	500	-	

100.0%

100.0%

Kendall County Forest Preserve  
Income Statement  
For Period Ended 9/30/20

10 Month Budget Percent = 83.3%

**GROUND & NATURAL RESOURCES**

	Current Year FY20		Prior Year FY19		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
<b>Revenue</b>						
Other Income	12,500	13,771	1,000	-	13,771	
Donations	500	-	500	525	-525	-100%
Grants	10,000	-	3,500	3,818	-3,818	-100%
Credit Card Revenue						
Rental Revenue	4,500	2,350	6,200	3,800	-1,450	-38%
<b>Total Revenue</b>	<b>27,500</b>	<b>2,350</b>	<b>10,200</b>	<b>8,143</b>	<b>(5,793)</b>	<b>-71%</b>
<b>Expenditure</b>						
Personnel	147,821	112,591	173,848	114,041	-1,450	-1%
Employee Benefits	58,411	37,145	66,417	40,952	-3,808	-9%
Contractual	18,250	14,918	17,250	15,460	-544	-4%
Commodities	23,300	21,151	23,025	21,447	-286	-1%
Other	20,500	53,701	17,500	22,980	30,722	134%
<b>Total Expenditure</b>	<b>268,282</b>	<b>239,503</b>	<b>298,040</b>	<b>214,880</b>	<b>24,824</b>	<b>11%</b>
<b>Surplus/(Deficit)</b>		<b>\$ (240,762) \$ (237,153)</b>		<b>\$ (287,840) \$ (206,737)</b>		

Kendall County Forest Preserve  
Income Statement  
For Period Ended 9/30/20

10 Month Budget Percent = 83.3%

PICKERILL PIGOTT FP

Revenue  
Donations  
Other Income  
Rental Revenue  
Security Deposit  
Total Revenue  
  
Expenditure  
Personnel  
Employee Benefits  
Contractual  
Commodities  
Other  
Total Expenditure  
  
Surplus/(Deficit)

	Current Year FY20		Prior Year FY19		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
Revenue						
Donations	-	-	-	-		
Other Income	-	-	8,400	1,443	7,885	548%
Rental Revenue	10,956	9,328	1,000	1,000	-1,000	-100%
Security Deposit	-	-	9,400	2,443	6,885	282%
<b>Total Revenue</b>	<b>10,956</b>	<b>9,328</b>	<b>9,400</b>	<b>2,443</b>		
	100.0%					
Expenditure						
Personnel	-	-	10,400	-		
Employee Benefits	-	-	1,617	-		
Contractual	5,500	7,331	5,800	4,331	3,001	69%
Commodities	-	-	-	-		
Other	-	-	-	-		
<b>Total Expenditure</b>	<b>5,500</b>	<b>7,331</b>	<b>17,817</b>	<b>4,331</b>	<b>3,001</b>	<b>69%</b>
	100.0%					
<b>Surplus/(Deficit)</b>	<b>\$ 5,456</b>	<b>\$ 1,997</b>	<b>\$ (8,417)</b>	<b>\$ (1,888)</b>		

Kendall County Forest Preserve  
Income Statement  
For Period Ended 9/30/20

10 Month Budget Percent = 83.3%

ELLIS HOUSE - 1100

Revenue  
Donations  
Security Deposit  
Credit Card Revenue  
Program Revenue  
Total Revenue  
  
Expenditure  
Personnel  
Employee Benefits  
Contractual  
Commodities  
Other  
Total Expenditure  
  
Surplus/(Deficit)

	Current Year FY20		Prior Year FY19		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
	-	-	-	-	-	-
	8,822	5,030	8,851	7,430	(2,400)	-32%
	1,356	767	1,240	1,052	(286)	-27%
	-	-	-	-	-	-
	7,500	10,385	7,420	7,168	3,217	45%
	4,000	2,956	5,600	3,211	(255)	-8%
	<b>21,678</b>	<b>19,138</b>	<b>23,011</b>	<b>18,861</b>	<b>276</b>	<b>1%</b>
	\$	<b>(21,678)</b>	\$	<b>(23,011)</b>	\$	<b>(18,861)</b>

40.7%  
6.3%  
34.6%  
18.5%  
100.0%

ELLIS BARN - 1101

Revenue  
Donations  
Security Deposit  
Credit Card Revenue  
Program Revenue  
Total Revenue  
  
Expenditure  
Personnel  
Employee Benefits  
Contractual  
Commodities  
Other  
Total Expenditure  
  
Surplus/(Deficit)

	Current Year FY20		Prior Year FY19		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
	-	-	-	-	-	-
	8,822	13,331	8,851	10,717	2,615	24%
	1,356	1,524	1,240	1,240	284	23%
	-	-	-	-	-	-
	6,000	1,019	6,420	4,602	(3,583)	-78%
	2,000	1,773	2,000	1,914	(141)	-7%
	<b>18,178</b>	<b>17,647</b>	<b>18,511</b>	<b>18,473</b>	<b>(826)</b>	<b>-4%</b>
	\$	<b>(18,178)</b>	\$	<b>(18,511)</b>	\$	<b>(18,473)</b>

48.9%  
7.8%  
33.0%  
11.0%  
100.0%

Kendall County Forest Preserve  
Income Statement  
For Period Ended 9/30/20

10 Month Budget Percent = 83.3%

**ELLIS GROUNDS - 1162**

	Current Year FY20		Prior Year FY19		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
<b>Revenue</b>						
Donations	-	-	-	-	-	-
Security Deposit	-	-	-	-	-	-
Credit Card Revenue	22,512	22,512	22,087	22,087	425	2%
Program Revenue	-	-	-	-	425	2%
<b>Total Revenue</b>						
72.6%						
<b>Expenditure</b>						
Personnel	17,782	21,861	17,701	16,362	5,489	34%
Employee Benefits	2,717	3,016	2,480	2,254	762	34%
Contractual	-	-	-	-	-	-
Commodities	-	-	-	-	-	-
Other	4,000	4,288	5,500	3,287	1,001	30%
100.0%						
<b>Total Expenditure</b>	<b>24,499</b>	<b>29,185</b>	<b>25,681</b>	<b>21,903</b>	<b>7,282</b>	<b>33%</b>
<b>Surplus/(Deficit)</b>	<b>\$(24,499)</b>	<b>\$(6,653)</b>	<b>\$(25,681)</b>	<b>\$ 184</b>		

**ELLIS CAMPS - 1163**

	Current Year FY20		Prior Year FY19		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
<b>Revenue</b>						
Donations	-	-	-	-	-	-
Security Deposit	-	-	-	-	-	-
Credit Card Revenue	9,000	2,605	10,000	7,105	(4,500)	-63%
Program Revenue	9,000	2,605	10,000	7,105	(4,500)	-63%
<b>Total Revenue</b>						
100.0%						
100.0%						
<b>Expenditure</b>						
Personnel	4,604	1,380	4,604	3,828	(2,448)	-64%
Employee Benefits	400	125	400	349	(224)	-64%
Contractual	1,500	2,395	900	1,022	1,373	134%
Commodities	1,865	1,107	2,465	863	213	24%
Other	-	-	-	-	-	-
100.0%						
<b>Total Expenditure</b>	<b>8,369</b>	<b>5,006</b>	<b>8,369</b>	<b>6,061</b>	<b>(1,065)</b>	<b>-16%</b>
<b>Surplus/(Deficit)</b>	<b>\$ 631</b>	<b>\$(2,401)</b>	<b>\$ 1,631</b>	<b>\$ 1,014</b>		

Kendall County Forest Preserve  
Income Statement  
For Period Ended 9/30/20

10 Month Budget Percent = 83.3%

**ELLIS RIDING LESSONS - 1164**

	Current Year FY20		Prior Year FY19		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
<b>Revenue</b>						
Donations						
Security Deposit						
Credit Card Revenue	200	-	500	103	-103	-100%
Program Revenue	50,000	43,562	36,000	45,984	-2,422	-5%
<b>Total Revenue</b>	<b>50,200</b>	<b>43,562</b>	<b>36,500</b>	<b>46,086</b>	<b>(2,525)</b>	<b>-5%</b>
<b>Expenditure</b>						
Personnel	27,000	21,538	25,414	26,437	-4,898	-19%
Employee Benefits	3,050	2,587	2,124	2,408	178	7%
Contractual	2,500	3,271	1,890	1,890	1,381	73%
Commodities	8,965	7,138	3,965	5,556	1,582	28%
Other	-	-	-	60	-60	-100%
<b>Total Expenditure</b>	<b>41,515</b>	<b>34,533</b>	<b>33,393</b>	<b>36,351</b>	<b>(1,817)</b>	<b>-5%</b>
<b>Surplus/(Deficit)</b>	<b>\$ 8,685</b>	<b>\$ 9,028</b>	<b>\$ 3,197</b>	<b>\$ 9,735</b>		

**ELLIS BIRTHDAY PARTIES - 1165**

	Current Year FY20		Prior Year FY19		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
<b>Revenue</b>						
Donations						
Security Deposit						
Credit Card Revenue						
Program Revenue	8,500	2,607	8,000	6,883	-4,276	-62%
<b>Total Revenue</b>	<b>8,500</b>	<b>2,607</b>	<b>8,000</b>	<b>6,883</b>	<b>(4,276)</b>	<b>-62%</b>
<b>Expenditure</b>						
Personnel	5,000	3,783	5,000	4,740	-856	-20%
Employee Benefits	700	583	500	529	54	10%
Contractual	1,500	2,426	900	1,548	878	57%
Commodities	1,800	689	2,050	941	-252	-27%
Other	-	-	-	-		
<b>Total Expenditure</b>	<b>9,000</b>	<b>7,481</b>	<b>8,450</b>	<b>7,757</b>	<b>(276)</b>	<b>-4%</b>
<b>Surplus/(Deficit)</b>	<b>\$ (500)</b>	<b>\$ (4,874)</b>	<b>\$ (450)</b>	<b>\$ (874)</b>		

Kendall County Forest Preserve  
Income Statement  
For Period Ended 9/30/20

10 Month Budget Percent = 83.3%

**ELLIS PUBLIC PROGRAMS - 1166**

	Current Year FY20		Prior Year FY19		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
<b>Revenue</b>						
Donations	-	-	-	-	-	-
Security Deposit	-	-	-	-	-	-
Credit Card Revenue	-	-	-	-	-	-
Program Revenue	5,500	1,210	5,000	5,092	(3,882)	-76%
<b>Total Revenue</b>	<b>5,500</b>	<b>1,210</b>	<b>5,000</b>	<b>5,092</b>	<b>(3,882)</b>	<b>-76%</b>
<b>Expenditure</b>						
Personnel	3,000	836	3,000	2,205	(1,369)	-62%
Employee Benefits	300	113	400	177	(64)	-36%
Contractual	-	-	-	-	-	-
Commodities	500	203	-	-	203	100%
Other	-	-	-	14	(14)	-100%
<b>Total Expenditure</b>	<b>3,800</b>	<b>1,152</b>	<b>3,400</b>	<b>2,396</b>	<b>(1,244)</b>	<b>-52%</b>
<b>Surplus/(Deficit)</b>	<b>\$ 1,700</b>	<b>\$ 58</b>	<b>\$ 1,600</b>	<b>\$ 2,696</b>		

**ELLIS SUNRISE CENTER - 1167**

	Current Year FY20		Prior Year FY19		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
<b>Revenue</b>						
Donations	-	-	-	-	-	-
Security Deposit	-	-	-	-	-	-
Credit Card Revenue	-	-	-	-	-	-
Program Revenue	24,600	19,015	24,600	17,550	(1,465)	-8%
<b>Total Revenue</b>	<b>24,600</b>	<b>19,015</b>	<b>24,600</b>	<b>17,550</b>	<b>(1,465)</b>	<b>-8%</b>
<b>Expenditure</b>						
Personnel	15,000	12,508	15,000	14,246	(1,738)	-12%
Employee Benefits	1,700	1,353	1,690	1,265	(88)	-7%
Contractual	-	-	-	-	-	-
Commodities	1,200	956	4,500	770	186	24%
Other	-	-	-	-	-	-
<b>Total Expenditure</b>	<b>17,900</b>	<b>14,817</b>	<b>21,190</b>	<b>16,280</b>	<b>(1,464)</b>	<b>-9%</b>
<b>Surplus/(Deficit)</b>	<b>\$ 6,700</b>	<b>\$ 4,198</b>	<b>\$ 3,410</b>	<b>\$ 1,270</b>		



Kendall County Forest Preserve  
Income Statement  
For Period Ended 9/30/20

10 Month Budget Percent = 83.3%

ELLIS WEDDINGS - 1168

	Current Year FY20		Prior Year FY19		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
<b>Revenue</b>						
Donations	-	-				
Security Deposit	-	5,200	10,000	3,200	2,000	65%
Credit Card Revenue	-	-	-	-	-3,605	-33%
Program Revenue	2,000	7,475	40,000	11,080	(1,605)	-11%
<b>Total Revenue</b>	<b>2,000</b>	<b>12,675</b>	<b>50,000</b>	<b>14,280</b>		
<b>Expenditure</b>						
Personnel	500	2,468	13,015	4,913	-2,445	-50%
Employee Benefits	-	448	998	642	-194	-30%
Contractual	1,500	1,314	16,532	16,532	-15,218	-92%
Commodities	50	-	2,050	480	-480	-100%
Other	1,000	2,200	4,000	2,370	-170	-7%
<b>Total Expenditure</b>	<b>3,050</b>	<b>6,429</b>	<b>36,616</b>	<b>24,947</b>	<b>(18,518)</b>	<b>-74%</b>
<b>Surplus/(Deficit)</b>	<b>-\$1,050</b>	<b>\$ 6,246</b>	<b>\$13,184</b>	<b>\$ (10,667)</b>		

ELLIS OTHER RENTALS - 1168

	Current Year FY20		Prior Year FY19		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
<b>Revenue</b>						
Donations	-	-				
Security Deposit	600	2,300	600	1,395	905	65%
Credit Card Revenue	-	-	-	-	-3,580	-75%
Program Revenue	4,500	1,200	4,500	4,780	(2,685)	-43%
<b>Total Revenue</b>	<b>5,100</b>	<b>3,500</b>	<b>5,100</b>	<b>6,185</b>		
<b>Expenditure</b>						
Personnel	2,275	-	-	-		
Employee Benefits	174	-	-	-		
Contractual	400	-	-	-		
Commodities	600	300	600	1,615	-1,315	-81%
Other	300	300	600	1,615	(1,315)	-81%
<b>Total Expenditure</b>	<b>3,449</b>	<b>300</b>	<b>6,500</b>	<b>\$4,570</b>		
<b>Surplus/(Deficit)</b>	<b>\$1,651</b>	<b>\$3,200</b>				

Kendall County Forest Preserve  
Income Statement  
For Period Ended 9/30/20

10 Month Budget Percent = 83.3%

ELLIS 5K - 1170

Revenue  
Donations  
Security Deposit  
Credit Card Revenue  
Program Revenue  
Total Revenue  
  
Expenditure  
Personnel  
Employee Benefits  
Contractual  
Commodities  
Other  
Total Expenditure  
Surplus/(Deficit)

	Current Year FY20		Prior Year FY19		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
	-	-			-	
	-	-			-	
	-	-			-	
	1,570	250	1,570	955	(705)	-74%
	100.0%	100.0%			(705)	-74%
	1,570	250	1,570	955		
	-	-			-	
	-	-			-	
	-	-			-	
	550	-	550	69	(68)	-100%
	100.0%	100.0%			(68)	-100%
	550	-	550	69	(68)	-100%
	100.0%	100.0%			(68)	-100%
	\$ 1,020	\$ 250	\$ 1,020	\$ 886		

Kendall County Forest Preserve  
Income Statement  
For Period Ended 9/30/20

10 Month Budget Percent = 83.3%

**HOOVER GROUNDS - 1171**

Revenue  
Donations  
Revenue  
Security Deposit Revenue  
Credit Card Revenue  
**Total Revenue**  
  
Expenditure  
Personnel  
Employee Benefits  
Contractual  
Commodities  
Other  
**Total Expenditure**  
  
**Surplus/(Deficit)**

	Budget	YTD	%
	-	-	100.0%
	5,250	3,794	72.3%
	-	-	
	<b>5,250</b>	<b>3,794</b>	<b>72.3%</b>
	61,435	49,885	81.2%
	24,034	14,367	59.8%
	-	-	
	46,800	38,037	83.4%
	13,000	11,444	88.0%
	<b>145,269</b>	<b>114,743</b>	<b>79.0%</b>
	<b>\$ (140,019) \$ (110,949)</b>		

	Budget	YTD	%
	5,250	5,445	103.7%
	-	-	
	<b>5,250</b>	<b>5,445</b>	<b>103.7%</b>
	50,001	41,285	82.6%
	14,423	9,625	66.7%
	-	-	
	45,100	43,288	96.0%
	13,000	11,188	86.1%
	<b>122,524</b>	<b>105,387</b>	<b>86.0%</b>
	<b>\$ (117,274) \$ (99,941)</b>		

	YTD Variance	
	\$ Change	% Change
	-1,651	-30%
	<b>(1,651)</b>	<b>-30%</b>
	8,610	21%
	4,743	49%
	-4,251	-10%
	255	2%
	<b>9,356</b>	<b>9%</b>

**HOOVER BUNKHOUSE - 1172**

Revenue  
Donations  
Rental Revenue  
Security Deposit Revenue  
Credit Card Revenue  
**Total Revenue**  
  
Expenditure  
Personnel  
Employee Benefits  
Contractual  
Commodities  
Other  
**Total Expenditure**  
  
**Surplus/(Deficit)**

	Budget	YTD	%
	-	-	
	35,000	11,370	32.5%
	6,000	2,000	33.3%
	-	-	
	<b>41,000</b>	<b>13,370</b>	<b>32.6%</b>
	30,718	24,950	81.2%
	12,017	7,185	59.8%
	-	-	
	-	-	
	<b>42,735</b>	<b>32,134</b>	<b>75.2%</b>
	<b>\$ (1,735) \$ (18,764)</b>		

	Budget	YTD	%
	33,525	27,469	81.9%
	6,000	4,600	76.7%
	-	-	
	<b>39,525</b>	<b>32,069</b>	<b>81.1%</b>
	25,001	20,848	82.6%
	7,211	4,813	66.7%
	-	-	
	-	-	
	<b>32,212</b>	<b>25,461</b>	<b>79.0%</b>
	<b>\$ 7,313 \$ 6,607</b>		

	YTD Variance	
	\$ Change	% Change
	-16,099	-56%
	-2,600	-57%
	<b>(18,699)</b>	<b>-56%</b>
	4,302	21%
	2,371	49%
	<b>6,673</b>	<b>26%</b>

Kendall County Forest Preserve  
Income Statement  
For Period Ended 9/30/20

10 Month Budget Percent = 83.3%

**HOOVER CAMPSITE - 1173**

	Current Year FY20		Prior Year FY19		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
<b>Revenue</b>						
Donations	-	-				
Rental Revenue	6,000	1,635	4,750	5,960	-4,325	-73%
Security Deposit Revenue	-	-				
Credit Card Revenue	-	-				
<b>Total Revenue</b>	<b>6,000</b>	<b>1,635</b>	<b>4,750</b>	<b>5,960</b>	<b>(4,325)</b>	<b>-73%</b>
<b>Expenditure</b>						
Personnel	15,358	12,475	12,447	10,328	2,147	21%
Employee Benefits	6,009	1,819	3,606	2,409	-590	-24%
Contractual	-	-				
Commodities	-	-				
Other	-	-				
<b>Total Expenditure</b>	<b>21,367</b>	<b>14,294</b>	<b>16,053</b>	<b>12,736</b>	<b>1,558</b>	<b>12%</b>
<b>Surplus/(Deficit)</b>	<b>\$ (15,367)</b>	<b>\$ (12,659)</b>	<b>\$ (11,303)</b>	<b>\$ (6,776)</b>		

**HOOVER MEADOWHAWK LODGE - 1174**

	Current Year FY20		Prior Year FY19		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
<b>Revenue</b>						
Donations	-	-				
Rental Revenue	18,000	9,277	16,500	15,526	-6,249	-40%
Security Deposit Revenue	11,000	4,280	9,000	10,805	-6,526	-60%
Credit Card Revenue	-	-				
<b>Total Revenue</b>	<b>29,000</b>	<b>13,556</b>	<b>25,500</b>	<b>26,331</b>	<b>(12,775)</b>	<b>-49%</b>
<b>Expenditure</b>						
Personnel	15,358	12,470	12,501	10,557	1,913	18%
Employee Benefits	6,009	1,824	3,606	2,427	-604	-25%
Contractual	-	-				
Commodities	-	-				
Other	-	-				
<b>Total Expenditure</b>	<b>21,367</b>	<b>14,293</b>	<b>16,107</b>	<b>12,985</b>	<b>1,309</b>	<b>10%</b>
<b>Surplus/(Deficit)</b>	<b>\$ 7,633</b>	<b>\$ (737)</b>	<b>\$ 9,393</b>	<b>\$ 13,346</b>		

Kendall County Forest Preserve  
Income Statement  
For Period Ended 9/30/20

10 Month Budget Percent = 83.3%

**ENVIRONMENTAL EDUCATION - 1175**

	Current Year FY20		Prior Year FY19		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
Revenue						
Donations	500	-	500	-		
Security Deposit	-	-	-	-		
Credit Card Revenue	-	-	-	-		
Program Revenue	500	-	500	-		
<b>Total Revenue</b>	<b>500</b>	<b>-</b>	<b>500</b>	<b>-</b>		
Expenditure						
Personnel	-	1,763	-	-	1,763	
Employee Benefits	-	-	-	-		
Contractual	-	-	-	-		
Commodities	-	-	-	-		
Other	-	1,763	-	-	1,763	
<b>Total Expenditure</b>	<b>-</b>	<b>1,763</b>	<b>-</b>	<b>-</b>		
<b>Surplus/(Deficit)</b>	<b>\$ 500</b>	<b>\$ (1,763)</b>	<b>\$ 500</b>	<b>\$ -</b>		

**ENV. EDUCATION SCHOOL PROGRAMS - 1176**

	Current Year FY20		Prior Year FY19		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
Revenue						
Donations						
Security Deposit						
Credit Card Revenue	35,000	5,357	35,000	30,502	-25,145	-82%
Program Revenue	36,000	5,357	35,000	30,502	(25,145)	-82%
<b>Total Revenue</b>	<b>38,000</b>	<b>5,357</b>	<b>35,000</b>	<b>30,502</b>		
Expenditure						
Personnel	30,897	20,727	35,000	23,991	-3,264	-14%
Employee Benefits	4,400	3,223	4,339	2,988	225	7%
Contractual	-	-	-	-		
Commodities	700	52	1,000	414	-362	-87%
Other	-	1,854	-	-	1,854	
<b>Total Expenditure</b>	<b>35,997</b>	<b>25,856</b>	<b>40,339</b>	<b>27,403</b>		
<b>Surplus/(Deficit)</b>	<b>\$ 2,003</b>	<b>\$ (20,499)</b>	<b>\$ (5,339)</b>	<b>\$ 3,099</b>		

Kendall County Forest Preserve  
Income Statement  
For Period Ended 9/30/20

10 Month Budget Percent = 83.3%

**ENV. EDUCATION CAMPS - 1177**

	Current Year FY20		Prior Year FY19		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
<b>Revenue</b>						
Donations	-	-				
Security Deposit						
Credit Card Revenue						
Program Revenue	32,000	17,620	30,000	24,575	-6,955	-28%
<b>Total Revenue</b>	<b>32,000</b>	<b>17,620</b>	<b>30,000</b>	<b>24,575</b>	<b>(6,955)</b>	<b>-28%</b>
<b>Expenditure</b>						
Personnel	25,870	17,778	27,200	19,481	-1,703	-9%
Employee Benefits	3,237	2,452	3,800	2,444	8	0%
Contractual	-	-	-	-		
Commodities	1,500	475	1,750	1,448	-973	-67%
Other	-	2,458			2,458	
<b>Total Expenditure</b>	<b>30,607</b>	<b>23,161</b>	<b>32,750</b>	<b>23,373</b>	<b>(212)</b>	<b>-1%</b>
<b>Surplus/(Deficit)</b>	<b>\$ 1,393</b>	<b>\$ (5,541)</b>	<b>\$ (2,750)</b>	<b>\$ 1,202</b>		

**ENV. EDUCATION NATURAL BEGINNINGS - 1178**

	Current Year FY20		Prior Year FY19		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
<b>Revenue</b>						
Donations						
Security Deposit						
Credit Card Revenue						
Program Revenue	300	830	2,000	300	530	177%
<b>Total Revenue</b>	<b>300</b>	<b>830</b>	<b>2,000</b>	<b>300</b>	<b>530</b>	<b>177%</b>
<b>Expenditure</b>						
Personnel	115,800	77,614	86,430	88,475	-10,861	-12%
Employee Benefits	9,870	8,248	6,452	5,440	2,808	52%
Contractual	-	-	-	-		
Commodities	4,000	2,152	4,000	2,146	6	0%
Other	-	9,187			9,187	
<b>Total Expenditure</b>	<b>129,670</b>	<b>97,199</b>	<b>96,882</b>	<b>97,061</b>	<b>20,888</b>	<b>39%</b>
<b>Surplus/(Deficit)</b>	<b>\$ 28,199</b>	<b>\$ 3,383</b>	<b>\$ 24,503</b>	<b>\$ 34,612</b>		

Kendall County Forest Preserve  
Income Statement  
For Period Ended 9/30/20

10 Month Budget Percent = 83.3%

ENV. EDUCATION PUBLIC PROGRAMS - 1179

	Current Year FY20		Prior Year FY19		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
Revenue						
Donations						
Security Deposit						
Credit Card Revenue						
Program Revenue	7,500	9,391	6,000	6,377	3,014	47%
<b>Total Revenue</b>	<b>7,500</b>	<b>9,391</b>	<b>6,000</b>	<b>6,377</b>	<b>3,014</b>	<b>47%</b>
100.0%						
100.0%						
Expenditure						
Personnel	6,692	2,426	8,200	4,783	-2,356	-49%
Employee Benefits	797	285	900	609	-314	-52%
Contractual	-	-	-	-		
Commodities	750	174	600	619	-445	-72%
Other	-	548	-	-	548	
<b>Total Expenditure</b>	<b>8,239</b>	<b>3,443</b>	<b>9,700</b>	<b>6,010</b>	<b>(2,567)</b>	<b>-43%</b>
100.0%						
<b>Surplus/(Deficit)</b>	<b>\$ (739)</b>	<b>\$ 5,948</b>	<b>\$ (3,700)</b>	<b>\$ 367</b>		

ENV. EDUCATION LAWS OF NATURE - 1180

	Current Year FY20		Prior Year FY19		YTD Variance	
	Budget	YTD	Budget	YTD	\$ Change	% Change
Revenue						
Donations						
Security Deposit						
Credit Card Revenue						
Program Revenue	-	-	-	-		
<b>Total Revenue</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b></b>	<b></b>
70.6%						
9.6%						
Expenditure						
Personnel	3,446	3,219	3,052	1,463	1,756	120%
Employee Benefits	427	516	300	174	342	197%
Contractual	-	-	-	-		
Commodities	500	310	550	297	13	4%
Other	-	-	-	-		
<b>Total Expenditure</b>	<b>4,373</b>	<b>4,045</b>	<b>3,902</b>	<b>1,934</b>	<b>2,110</b>	<b>109%</b>
100.0%						
<b>Surplus/(Deficit)</b>	<b>\$ (4,373)</b>	<b>\$ (4,045)</b>	<b>\$ (3,902)</b>	<b>\$ (1,934)</b>		

Kendall County Forest Preserve  
Income Statement  
For Period Ended 9/30/20

10 Month Budget Percent = 83.3%

**ENV. EDUCATION OTHER PROGRAMS - 1181**

Revenue  
Donations  
Security Deposit  
Credit Card Revenue  
Program Revenue  
**Total Revenue**

Expenditure  
Personnel  
Employee Benefits  
Contractual  
Commodities  
Other  
**Total Expenditure**

**Surplus/(Deficit)**

	Current Year FY20		Prior Year FY19		YTD Variance	
	Budget	YTD	%	Budget	YTD	%
	-	-		-	-	
	-	-		-	-	
		1,138		3,052	1,697	55.6%
		87		300	144	48.1%
		-		-	-	
		-		550	-	
		-		-	-	
		1,225		3,902	1,941	47.2%
	\$ -	\$ (1,225)		\$ (3,902)	\$ (1,941)	
					(617)	-35%
					-559	-33.0%
					-57	-39.7%



**To: Kendall County Board of Commissioners- Operations Committee**  
**From: Emily Dombrowski, Environmental Education Programs Manager**  
**RE: Natural Beginnings Early Learning Program- Proposed Fees and Charges**  
**Date: October 7, 2020**

The proposed tuition increase for the 3-day program for the 21-22 program year is \$140.00 (from \$1,920 to \$2,060).

The proposed tuition increase for the 2-day program for the 21-22 program year is \$40.00 (from \$1,620 to \$1,660).

District staff recommends increasing the tuition costs for the 3-day program to close the cost-per-contact-hour gap (see below) for 3-day and 2-day classes. Currently, cost per contact hour is higher for the 2-day program, with the goal of making this cost equivalent within the sessions offered.

Tuition Cost Per Contact Hour		
\$6.92	3-day 2020	\$1,920.00 (current)
\$8.76	2-day 2020	\$1,620.00 (current)
\$7.42	3-day 2021	\$2,060.00 (proposed)
\$8.97	2-day 2021	\$1,660.00 (proposed)

		Tuition	
		3-day 2020	\$1,920.00 (current)
<b>PROPOSED FEES AND CHARGES 21-22 Program Year</b>		2-day 2020	\$1,620.00 (current)
		3-day 2021	\$2,060.00 (proposed)
		2-day 2021	\$1,660.00 (proposed)

FY20-21 Natural Beginnings Program Budget  
Total staff hours = 6,084

Month	Staff	Wendy - MWFF PMA	Brenning - MWFF (Aide) AM / TT AM	Adams MWFF AM (Aide)	Freddie - MWFF AM	Collins - MWFF AM	Dombrowski TT AM (Aide)	Tiffany TT AM (Aide)	Vesburgh - TT AM + MWFF PMA (Aide)
Dec. 2019	3	\$1,448.75	\$1,155.00	\$500.00	\$607.50	\$607.50	\$288.00	\$1,150.00	\$14,000.00
Jan. 2020	4	\$1,925.00	\$1,540.00	\$667.20	\$810.00	\$810.00	\$384.00	\$1,540.00	\$18,000.00
Feb. 2020	4	\$1,925.00	\$1,540.00	\$667.20	\$810.00	\$810.00	\$384.00	\$1,540.00	\$18,000.00
Mar. 2020	4	\$1,925.00	\$1,540.00	\$667.20	\$810.00	\$810.00	\$384.00	\$1,540.00	\$18,000.00
Apr. 2020	4	\$1,925.00	\$1,540.00	\$667.20	\$810.00	\$810.00	\$384.00	\$1,540.00	\$18,000.00
May. 2020	4	\$1,925.00	\$1,540.00	\$667.20	\$810.00	\$810.00	\$384.00	\$1,540.00	\$18,000.00
Jun. 2020	1	\$831.25	\$668.00	\$202.50	\$202.50	\$202.50	\$96.00	\$276.00	\$3,360.00
Jul. 2020	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Aug. 2020	1	\$831.25	\$668.00	\$202.50	\$202.50	\$202.50	\$96.00	\$276.00	\$3,360.00
Sep. 2020	4	\$1,925.00	\$1,540.00	\$667.20	\$810.00	\$810.00	\$384.00	\$1,540.00	\$18,000.00
Oct. 2020	4	\$1,925.00	\$1,540.00	\$667.20	\$810.00	\$810.00	\$384.00	\$1,540.00	\$18,000.00
Nov. 2020	4	\$1,925.00	\$1,540.00	\$667.20	\$810.00	\$810.00	\$384.00	\$1,540.00	\$18,000.00
Program Administration	37	\$7,906.25	\$7,945.00	\$6,171.60	\$7,992.50	\$7,992.50	\$3,552.00	\$3,708.00	\$44,745.00
		\$2,341.54	\$1,274.93	\$0.00	\$0.00	\$0.00	\$317.50	\$0.00	\$1,274.93
		\$2,001.43	\$1,089.74	\$472.13	\$773.18	\$773.18	\$271.79	\$260.41	\$1,089.74
		\$30,505.40	\$16,609.57	\$8,641.44	\$8,065.68	\$8,065.68	\$4,141.00	\$3,664.11	\$44,745.00
		1,495	1,020	4	851	851	256	25	3,123
		\$26,163.00	\$14,289.00	\$6,172.00	\$7,493.00	\$7,493.00	\$3,512.00	\$3,404.00	\$44,745.00
									\$8,956.93

Reg fee 2021	\$150.00
Payments 2021	60
Total reg fees	\$9,000.00

Reg fee 2020	\$1,920.00
2-day 2020	\$1,620.00
3-day 2021	\$2,060.00
2-day 2021	\$1,660.00

PROPOSED FEES AND CHARGES 21-22 Program Year

Tuition	Enrollment
9-day, morning 2020	12
9-day, afternoon 2020	12
9-day, morning 2020	12
2-day, morning 2020	12
9-day, morning 2021	12
9-day, afternoon 2021	12
9-day, morning 2021	12
2-day, morning 2021	12
2-day, morning 2021	12

Tuition and Reg. Revenues	
Jan. 2021 (80)	\$27,000.00
Apr. 2021 (40)	\$27,000.00
Jul. 2021 (10)	\$28,500.00
2021 registration	\$9,000.00
Oct. 2021 (20)	\$28,500.00
Total revenue, FY 2021-2022	\$120,000.00

Revenue Adjustments	
Deferred Revenue Paid in FY 18	-\$14,500.00
Deferred Rev. Anticipated in FY 19	\$14,500.00
Total	\$0.00

Total tuition revenue - adjustments	\$120,000.00
Total program cost	-\$98,163.18
Donations	\$7,900.00
FY19 Mill. Pools/opts	\$23,163.02

\$1.04 Current Diff.  
\$1.55 Proposed Diff.

\$2,490.00 Contact Hour Equivalency - 9-day @ \$6.97 per hour

**To: Kendall County Board of Commissioners- Operations Committee**

**From: Emily Dombrowski, Environmental Education Programs Manager**

**RE: Education Department Program Updates**

**Date: October 7, 2020**

We are doing the majority of our programming as public programming. Right now, we are in the middle of our Afternoon Adventure Series. We are running this program for 3-6 year olds (6 week program every other Tuesday,) 1<sup>st</sup>-3<sup>rd</sup> graders (12 week program every Wednesday,) and 4<sup>th</sup>-6<sup>th</sup> graders (12 week program every Thursday) from 1:30-4:30 pm. We have 27 students enrolled in these programs. This program has been very popular and we plan to offer a spring series also.

Scout programs have really picked up. In the past month we have conducted 10 scout programs to different troops. We are also offering specialty one hour programs to homeschool pods. Several homeschool pods have chosen one day a month for the school year to come out for programs. We continue to offer family adventures.

Natural Beginnings has been in session for over a month and is going very well. It is exciting to be able to teach kids in person and our staff has really been enjoying the different programs that we offering.

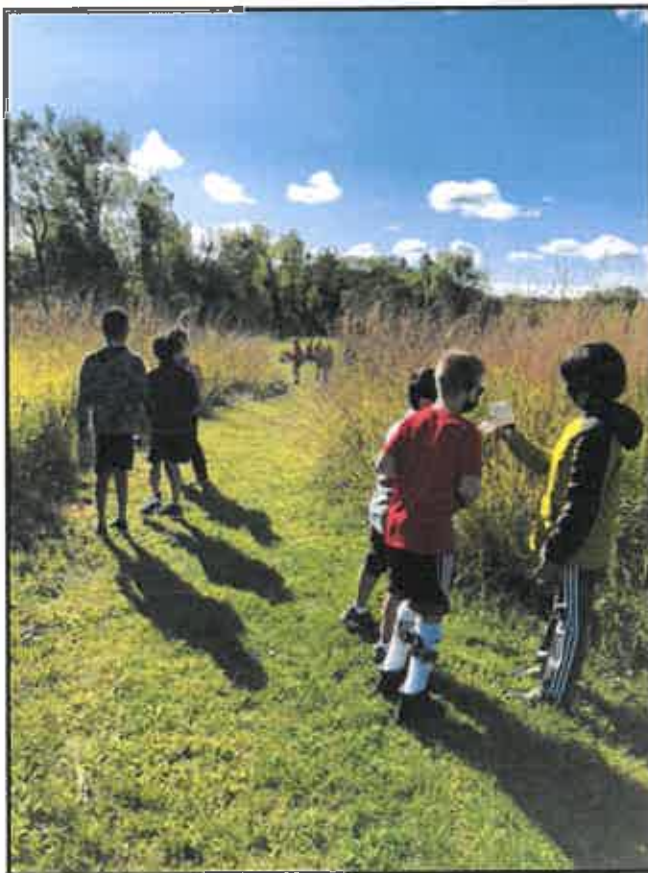
Parents and program participants are very grateful for the programs that we are offering and will continue to offer!



**Family participating in our socially distanced Pollinator Palooza program in August**



**Natural Beginnings Student looking closely at moss**



**Students from Aurora Christian School at an Ecology and Ecosystems field trip in September**



**Girl Scout Troop completing their flower badge in October**

Kendall County Forest Preserve District  
 Ellis Equestrian Center - 10/07/20 - FY21 Preliminary Budget  
 DRAFT for Operations Committee Review

Program Cost Center	FY 20-21 Preliminary Budget - Cost Center Breakout							
	FY 18-19 Budget	FY 19-20 Budget	FY20-21 Budget	110 Camps	111 Lessons	112 B-Day Parties	113 Public Programs	114 Sunrise Center
<b>REVENUES</b>								
Program Fees	\$ 80,600	\$ 97,600	\$ 144,443	\$ 3,000	\$ 108,783	\$ 6,300	\$ 3,000	\$ 23,360
Donations	\$ 500	\$ 200	\$ 200		\$ 200			
<b>TOTAL</b>	<b>\$ 81,100</b>	<b>\$ 97,800</b>	<b>\$ 144,643</b>	<b>\$ 3,000</b>	<b>\$ 108,983</b>	<b>\$ 6,300</b>	<b>\$ 3,000</b>	<b>\$ 23,360</b>
<b>EXPENDITURES</b>								
Salaries (Admin.)			\$ -					
Salaries (Horsecare)	\$ 54,989	\$ 54,604	\$ 72,225	\$ 2,000	\$ 46,725	\$ 5,500	\$ 2,000	\$ 16,000
Salaries (Program)			\$ -					
Benefits (Admin)			\$ -					
Benefits (Horsecare)	\$ 4,990	\$ 6,110	\$ 9,094	\$ 153	\$ 5,488	\$ 400	\$ 153	\$ 2,900
Benefits (Program)			\$ -					
Volunteer Expense	\$ 500	\$ 500	\$ 500		\$ 500			
Promotions / Publicity	\$ 1,250	\$ 1,250	\$ 1,250		\$ 1,250			
Animal Care/Supplies	\$ 8,000	\$ 8,850	\$ 8,850		\$ 7,650			\$ 1,200
Horse Acq. & Tack	\$ 160	\$ 2,160	\$ 2,160		\$ 2,160			\$ 500
Vet & Farrier	\$ 3,600	\$ 5,500	\$ 6,500		\$ 6,000			
Uniforms	\$ 270	\$ 270	\$ 270		\$ 270			
Program Supplies	\$ 1,300	\$ 1,300	\$ 1,300		\$ 1,300			
<b>TOTAL</b>	<b>\$ 75,059</b>	<b>\$ 80,544</b>	<b>\$ 102,149</b>	<b>\$ 2,153</b>	<b>\$ 71,343</b>	<b>\$ 5,900</b>	<b>\$ 2,153</b>	<b>\$ 20,600</b>
<b>PROGRAM GAIN / (LOSS)</b>	<b>\$ 6,041</b>	<b>\$ 17,256</b>	<b>\$ 42,494</b>	<b>\$ 847</b>	<b>\$ 37,640</b>	<b>\$ 400</b>	<b>\$ 847</b>	<b>\$ 2,760</b>

# SUNRISE CENTER NORTH THERAPEUTIC RIDING PROGRAM

13986 McKanna Rd  
Minooka, IL 60410

815/467-9332  
sunrisenorth@comcast.net

[www.sunrisenorth.org](http://www.sunrisenorth.org)



September 15, 2020

Dear Kendall County Board of Directors,

On behalf of the Sunrise Center North Therapeutic Riding Program's Board of Directors, the Program Director and myself, I send a heartfelt thank you for considering and approving an adjustment of 50% to the license fee per month for a three-month period. This adjustment will allow Sunrise much needed financial relief to our strained budget.

Sunrise values the partnership with the Kendall County Forest Preserve District and we would like to continue the partnership that is mutually beneficial.

Sincerely,

A handwritten signature in black ink that reads "M. Chris Kirsch".

M. Chris Kirsch

President, Board of Directors

Sunrise Center North Therapeutic Riding Program

# SUNRISE CENTER NORTH THERAPEUTIC RIDING PROGRAM

13986 McKanna Rd  
Minooka, IL 60410

815/467-9332  
sunrisenorth@comcast.net

[www.sunrisenorth.org](http://www.sunrisenorth.org)



September 15, 2020

Dear Kendall County Board of Directors; Operating Committee,

As requested by your Committee through Dave Guritz I am submitting to you a summary of the efforts by Sunrise Center North with regard to additional Covid relief as well as an update on our fundraising efforts.

Sunrise applied and secured a loan through the government under the Payroll Protection Program. Sixty percent of the funds granted must be used strictly for payroll.

All other grants that Sunrise has found and explored either require a much larger budget than we currently operate with or must be used for capital improvements similar to the grants secured by Sunrise to purchase materials for the installation of the lime and round pen that are now a part of Ellis property. Sunrise has recently received the funds, under a grant to install an outdoor shelter for the horses during inclement weather.

With regards to fundraising, Sunrise had secured a facility in Will County to host our annual trivia night. The indoor facility that had been secured has shut down, reopened on a limited basis only to be shut down again. This has been our largest money maker in years past.

The Sunrise Board of Directors has gone back and forth with the decision on our annual 5K fundraiser. It was decided to go ahead and host the outdoor event with social distancing and PPE when necessary under state mandated guidelines. We are now in the process of soliciting sponsorships and recruiting runners. This event typically has limited attendance even with our marketing efforts on runner websites and to local running clubs.

Sunrise has also voted to try, for the first time, a t-shirt and sweatshirt sale fundraiser. With marketing it to our families as great holiday gifts, we feel it has potential.

Please understand that we are a small group of dedicated horse lovers who believe in Kris Mondrella and the incredible program she created to serve the special needs and veterans in the local communities. The Board is working hard to ensure that Kris's vision stays a reality!

Sincerely,

A handwritten signature in black ink that reads "M. Chris Kirsch". The signature is written in a cursive, flowing style.

M. Chris Kirsch  
President, Board of Directors  
Sunrise Center Therapeutic Riding Program

**To: Kendall County Forest Preserve District Operations Committee**  
**From: David Guritz, Director**  
**RE: Capital Project Updates**  
**Date: October 7, 2020**

**A. Pickerill-Pigott Phase I OSLAD Development Project**

The District submitted a quarterly report to the IDNR on October 1, 2020. The final billing statement will be generated in January 2021 to receive the final grant disbursement.

A walk-through is scheduled for Wednesday, October 14, 2020.

A reminder was sent to secure a quote for installing a new ComEd meter and electric service line to the hilltop shed, and potential electrical reconnect of the Pigott house well pump (TBD).

Tree and shrub planting will take place on Saturday, October 10 and 17 from 10-noon and 1 pm to 3 pm.

The hilltop shelter construction (Eagle Project) will also begin on October 10.

**B. ICECF Completed Grant Applications**

The District has been fielding follow-up inquiries from the ICECF on the District's three proposals (K-12 Pollinator Education; Prairie Meadows Pilot; Reservation Woods Parcel Acquisition).

**C. IDNR PARC Grant**

PARC evaluations have been completed by IDNR staff. Projects will be recommended for approval to the Natural Resources Advisory Board in the next few months (see attached correspondence).

**D. Eagle Project Updates**

The Little Rock Creek bridge crossing and Pickerill-Pigott hilltop shade canopy will be completed later this month.



## David Guritz

---

**From:** Fletcher, Ann <Ann.Fletcher@Illinois.gov>  
**Sent:** Wednesday, October 7, 2020 1:57 PM  
**To:** David Guritz  
**Subject:** [External]RE: Kendall County Forest Preserve District - October 1, 2020 Status Report - Project # 970-11935  
**Attachments:** OS Implementation & Billing Exhibit B1 FILLABLE.pdf

Hi Dave,

Thanks for the quarterly report. Fantastic news about the project, I can't wait to see it.

To answer your questions.

We are still waiting on Federal approval for the RTP grants, I really hope we get this soon, it has taken way too long!

PARC evaluations are complete, we are waiting for the next NRAB advisory board which has not been set yet, hopefully the meeting will get setup in the next month or so.

See attached for billing form.

Thanks!

Ann Fletcher  
Grant Administrator  
Illinois Department of Natural Resources  
Office of Grant Management and Assistance  
One Natural Resources Way  
Springfield, IL 62702  
PH: 217-557-7815  
Office Hours: M-F 8:30-4:30

- *Click [here](#) to subscribe to our IDNR grant opportunity email list.*

**From:** David Guritz <dguritz@co.kendall.il.us>  
**Sent:** Thursday, October 1, 2020 1:37 PM  
**To:** Fletcher, Ann <Ann.Fletcher@Illinois.gov>  
**Cc:** Barker, Kathy <Kathy.Barker@Illinois.gov>; M Kelly <mkelly@uplanddesign.com>  
**Subject:** [External] Kendall County Forest Preserve District - October 1, 2020 Status Report - Project #970-11935

Good afternoon Ann:

Attached, please find our FY18 OSLAD Project - October 2020 status report for Project #970-11935.

The construction effort is largely complete & is looking great. We'll be having a site meeting with our contractor and landscape architect to generate a final punch list in the next two weeks.

I plan to submit the final billing statement in January 2021 well within the grant agreement period end date of 04/15/2021. (Note & FYI: I received the IDNR FY19 OSLAD letter sent out today regarding extensions). We plan to officially open the preserve to the public on Jun. 4, 2021.

In late-fall and winter, we'll be completing contracted invasive species clearing and in-house site restoration efforts to wrap up the project. This will include planting of just under 500 trees and shrubs (below) this month, and broadcast seeding of prairie and woodland edge seed mixes with cover crop as soon as snow cover sets in.

A few other quick questions:

1. 2018 RTP Grant – Fox River Bluffs Forest Preserve – Any updates?
2. IDNR FY19 PARC Grant – Notification Timeframe - Still November'ish?
3. Can I ask you to send over a copy of the final billing request form? I used the link in the manual, but did not see the form on the IDNR website.

Thanks so much, Ann! Can't wait to show you around!

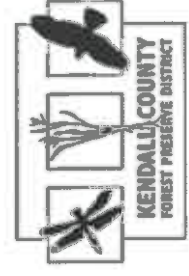
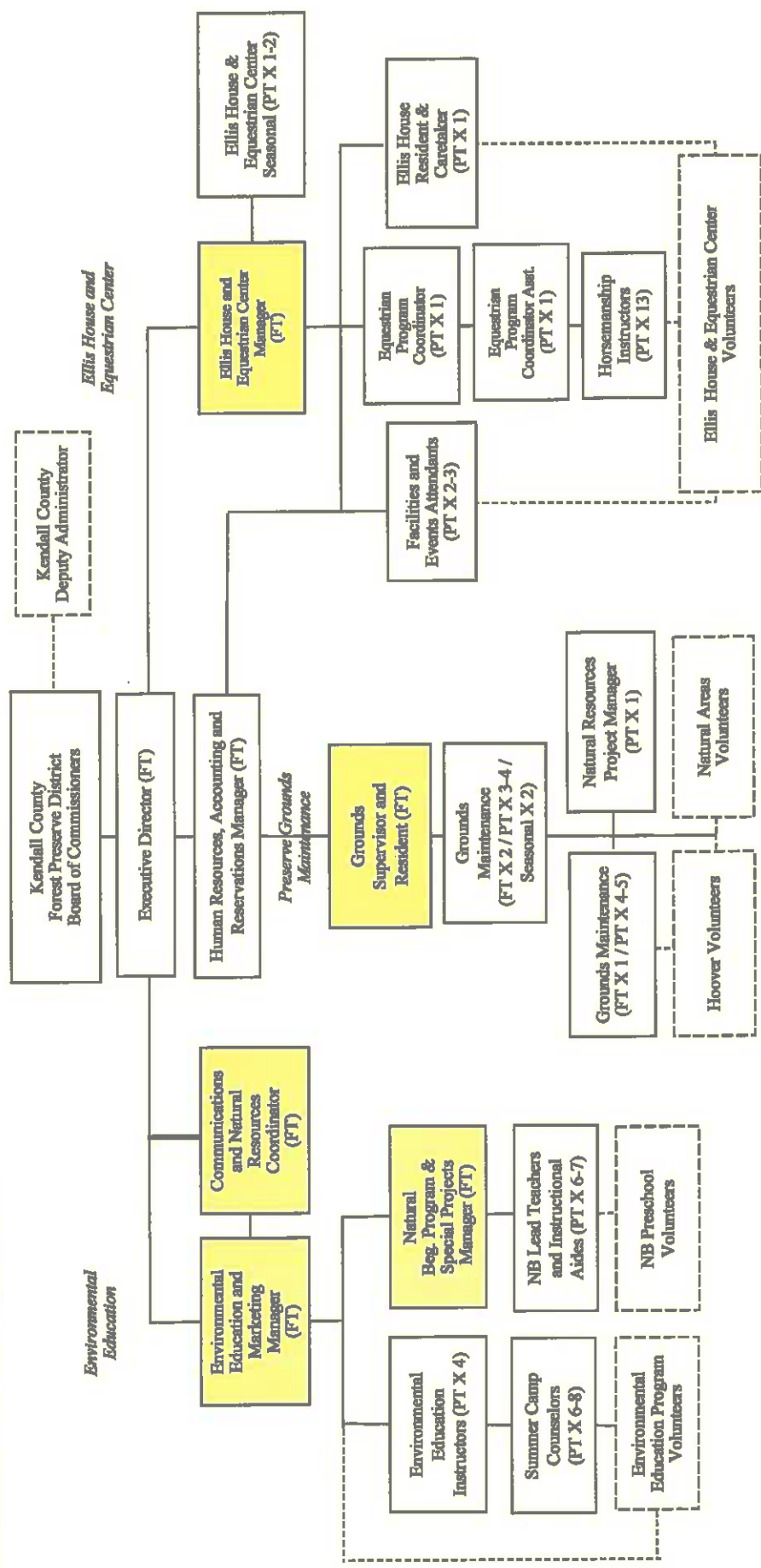
Sincerely,

Dave

Pickerill-Pigott Phase I OSLAD Project  
 Tree and Shrub Order - Possibility Place Nursery  
 10/1/2020

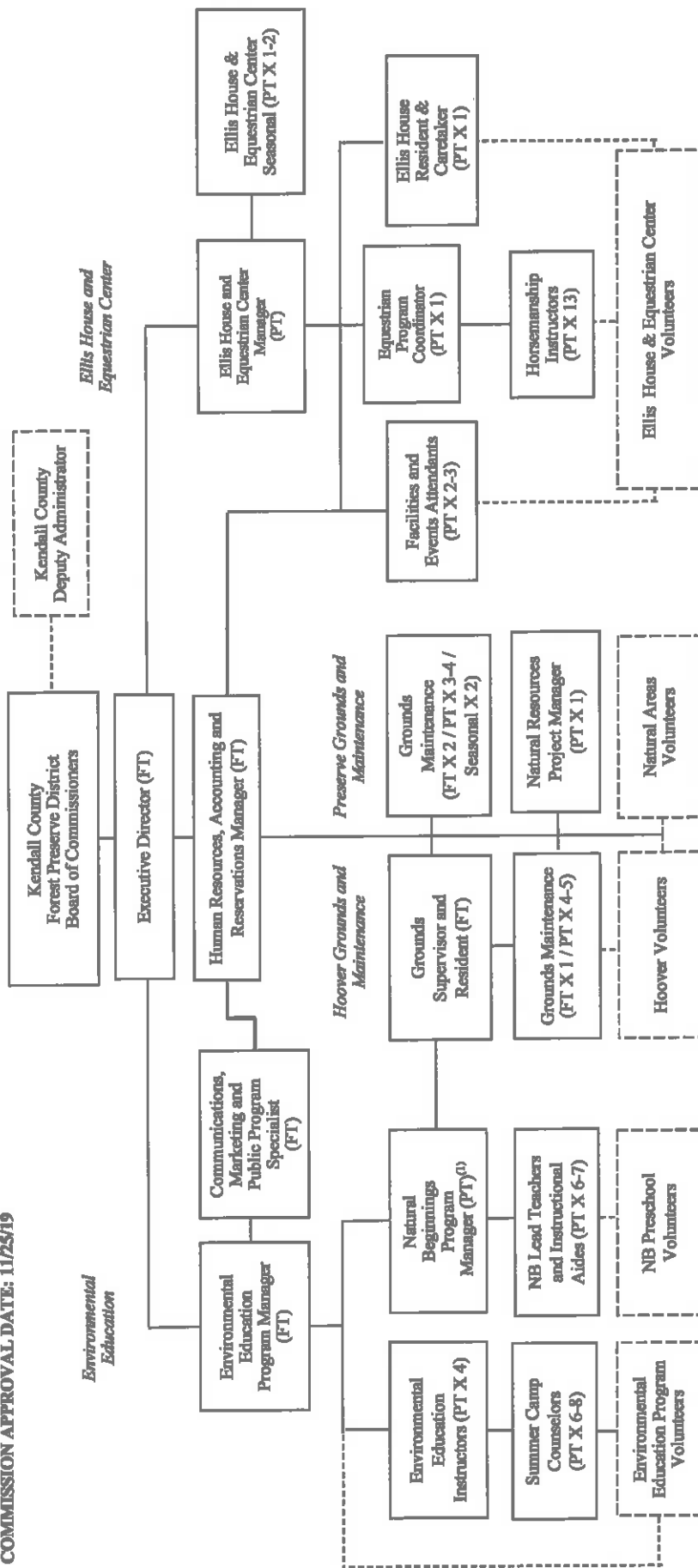
Common Species Name	1-Gal	5-Gal
Paw Paw	25	2
Blue Beech	10	2
Bitternut Hickory	10	2
Shagbark Hickory	15	2
Red Bud	15	2
Pagoda Dogwood		10
Kentucky Coffeetree	5	2
Persimmon	5	2
American Plum	50	2
White Oak	15	2
Swamp White Oak	50	2
Hill's Oak	20	2
Shingle Oak	10	2
Bur Oak	35	2
Chinquapin Oak	20	2
Pin Oak	20	2
Which Hazel		5
Ninebark	30	2
Nannyberry Viburnum		10
Filbert	10	
Hazelnut		2
Spicebush	50	2

**KENDALL COUNTY FOREST PRESERVE DISTRICT  
FY21 ORGANIZATIONAL CHART (DRAFT)  
COMMISSION APPROVAL DATE: XXXX/XXXX**



**KENDALL COUNTY FOREST PRESERVE DISTRICT  
FY20 ORGANIZATIONAL CHART (APPROVED)**

COMMISSION APPROVAL DATE: 11/25/19



1. Position reports to the Education Program Manager and Hoover Grounds Supervisor and Resident  
 2. Position receives instruction from the Executive Director, and reports to the Human Resources, Accounting and Reservations Manager and Environmental Education Program Manager

**KENDALL COUNTY FOREST PRESERVE DISTRICT  
JOB DESCRIPTION**

**CLASS TITLE:** Grounds Supervisor and Resident

**WAGE CATEGORY:** FLSA Exempt

**REPORTS TO:** Executive Director

**EFFECTIVE DATE:** November XX, 2020

---

**SUMMARY:**

This position is primarily responsible for the management and supervision of District grounds maintenance and permitted activities and programs including shelter, bunkhouse, campground, and lodge rentals, permitted special events, oversight of the campground office facility, and building and grounds maintenance projects including participation in natural area restoration and forest preserve improvement projects. This position reports to the Executive Director, and serves as a year-round on-site resident at Hoover Forest Preserve.

**ESSENTIAL DUTIES AND RESPONSIBILITIES:**

The duties for this position shall include, but not be limited to, the following:

- Primary duties are to manage and supervise the permitted activities and programs including shelter, bunkhouse, campground, and lodge rentals, and the campground office facility, and supervise, coordinate, and perform grounds and building improvement projects including maintenance and natural area restoration projects.
- Customarily and regularly directs the work of at least two or more full-time employees (or their equivalent).
- Customarily and regularly performs management duties within forest preserve areas including, but not limited to the following:
  - Interviewing, selecting and training grounds maintenance and custodial services staff;
  - Prepare and maintain confidential personnel records;
  - Setting and adjusting employees' hours of work;
  - Providing recommendations regarding the setting and adjusting of employees' rates of pay (within pre-approved budget parameters), which recommendations are given particular weight by the final decision-maker;
  - Maintaining production and operations records for use in supervision and control of the District's repair, maintenance and custodial services;
  - Appraising employees' productivity and efficiency for the purpose of recommending promotions or other changes in status;
  - Handling employee complaints and grievances;
  - Provides recommendations regarding the hiring, firing and discipline of staff, which recommendations are given significant weight by the final decision-maker;
  - Apportioning the work among grounds maintenance and custodial service employees and volunteers at Hoover Forest Preserve;
  - Providing for the safety and security of the employees, volunteers, visitors, and District property;
  - Planning, organizing, and supervising the activities of staff in proper repair and maintenance of mechanical equipment and systems, grounds maintenance, and custodial services of District buildings and preserve areas.
- Develops preventative maintenance and recordkeeping procedures and ensures that such procedures are carried out on a scheduled basis.
- Prepares, maintains and oversees maintenance and repair records for all of the District's equipment to ensure such records are accurate, complete and properly preserved pursuant to District policies and procedures.
- Determines the materials, supplies, machinery, equipment or tools to be used or purchased in order to properly repair, maintain and improve the District's grounds, buildings and public use areas.

## DRAFT FOR OPERATIONS COMMITTEE REVIEW: 10/07/2020

- Oversees project management for the District's ground maintenance and custodial services by setting the schedule for projects; monitoring all ongoing projects; creating project metrics and deliverables; and assessing the achievement of said project metrics and deliverables.
- Manages relationships with vendors and contractors by performing duties including, but not limited to the following: obtains cost estimates for supplies, parts and equipment repair; orders and purchases supplies for projects; negotiates services and contract terms; and reviews and recommends contracted services and equipment, which recommendations are given particular weight by the final decision-maker.
- Assists with the preparation of the annual budget for Grounds Maintenance operations.
- Prepares monthly reports on activities for presentation to the District's Board of Commissioners.
- Coordinates Illinois Department of Public Health campground inspection reporting and Illinois Environmental Protection Agency water quality testing for waste treatment lagoon compliance.
- Responds to off-hour emergency issues from lodge, campground, and bunkhouse users at Hoover Forest Preserve.
- Safely and effectively operates, maintains and repairs District vehicles, tools and equipment including, but not limited to, small dump trucks, snow blowers, salt spreaders, sod cutters, rototiller, chain saws, trimmers, sweepers, front end loaders, backhoes, forklifts, welders, sandblasters, grinders, cutting torches, air sprayers, power washers, chainsaws, and other mechanical tools.
- Oversees grounds maintenance and custodial services performed at District locations including, but not limited to the following:
  - Horticultural and maintenance tasks including, but not limited to mowing, edging, aerating, trimming, fertilizing, weed control, seeding, tree and shrub trimming, sod repair, firewood splitting and hauling, snow and ice removal from District roads/walks/trails utilizing both snow plow and manual methods;
  - Splitting, loading and hauling firewood;
  - Gathering, loading and hauling refuse and vegetation from grounds and user areas;
  - Removal of snow and ice from District roads/walks/trails, utilizing both snow plow and manual methods;
  - The use, maintenance and repair of tools of the trade (both powered and non-powered equipment) including, but not limited to, welder, sandblaster, grinder, cutting torch, air sprayer, power washer, chainsaw, and other mechanical hand tools;
  - General road repairs including, but not limited to, asphalt patching and gravel road maintenance.
  - The construction, installation and repair of District facilities and structures, picnic shelters, bridges, fencing, bollards, posts, signage, seasonal equipment, and any other facilities and structures necessary for the District;
  - The repair of plumbing, electrical, HVAC, carpentry and paint, as needed, at District facilities and structures.
  - The inspection, maintenance, and repair of District restrooms including daily cleaning and trash removal;
  - Preparing picnic shelters, bunkhouses, and special event facilities for reserved uses by performing duties including, but not limited to, locking/unlocking rental facilities; setting up for events and rental functions; and ensuring the facilities are clean and equipped as needed for all rental functions;
- Directs and oversees controlled burns, brush removal, seed collecting and other natural area management tasks at District locations and preserves.
- Participates in emergency preparedness and response activities as needed.
- Communicates District rules and regulations to the public, staff and volunteers.
- Serves as the year-round on-site resident at Hoover Forest Preserve and must be available to perform duties before, during and after the District's regular business hours.
- Performs any other duties as required or assigned.

### **SUPERVISORY RESPONSIBILITIES:**

- This position supervises Grounds Maintenance full and part time positions.

**QUALIFICATIONS:**

To perform this job successfully, an individual must be able to perform all essential duties satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required for the position.

**A. EDUCATION and/or EXPERIENCE:**

- High school diploma or general education degree (GED) required.
- A preferred minimum of four (4) years experience in a grounds and/or building maintenance or similar role, with one to two (1-2) years experience within a supervisory role, or equivalent combination of training and experience.
- Requires knowledge of grounds maintenance tools and equipment use.
- Completion of all assigned equipment and natural areas management training.

**B. LANGUAGE SKILLS:**

- Ability to read and interpret documents such as governmental regulations, material safety data sheets, equipment operating instructions, and procedure manuals.
- Ability to write routine reports and correspondence.
- Ability to speak effectively with the public, employees and volunteers of the District.
- Requires good knowledge of the English language, spelling and grammar.

**C. MATHEMATICAL SKILLS:**

- Ability to add, subtract, multiply and divide in all units of measure, using whole numbers, common fractions, and decimals.
- Ability to compute rate, ratio, and percent and to measure volumes.

**D. REASONING ABILITY:**

- Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form.
- Ability to deal with problems involving several concrete variables in standardized situations.

**E. CERTIFICATES, LICENSES, REGISTRATIONS:**

- A valid Drivers License and any other licenses/certifications necessary to operate District tools and equipment.
- A valid Illinois Pesticide Applicators License or, in the alternative, obtain a valid Illinois Pesticide Applicators License within the first ninety (90) days of employment.
- Obtain an Illinois Environmental Protection Agency wastewater operator certificate within one year after the date of hire.
- All other training, certificates and registrations required for the specific duties performed.

**PHYSICAL DEMANDS:**

- Employee must frequently sit, stand, bend, reach, and carry.
- Employee must be able to successfully operate all District tools and equipment required to perform assigned job duties.
- Employee must frequently be able to walk and possibly run on uneven ground and rough terrain.
- Employee must frequently lift and/or move up to 50 pounds, and occasionally up to 75 pounds.
- Employee must be able to use hands and fingers to handle, feel, and operate equipment.
- Employee must be able to reach, push and pull with hands and arms.
- Employee must be able to talk and hear in person and via use of telephone.
- Specific vision abilities required by this job include close vision, depth perception and distance vision.

**WORK ENVIRONMENT:**

- The noise level in the work environment is usually loud due to equipment operational noise.
- Employee must be able to perform all assigned job duties during normal business hours and after normal business hours, as required in the event of an emergency or special event.
- Employee will be required to work in both indoor and outdoor work areas and may be subjected to all weather elements.
- Employee may be exposed to various chemicals such as pesticides and fertilizers while performing assigned job duties.
- Employee will be required to operate a motor vehicle to travel to and from meetings, training, conferences, and the various District preserves and locations.

The above information is not intended to be all-inclusive and can be expanded or modified as necessary.

Kendall County Forest Preserve District



**Kendall County Forest Preserve District  
Hoover Grounds Supervisor and Resident House  
Lease Agreement**

**THIS AGREEMENT** ("Lease Agreement") is made and entered into this \_\_\_TH day of November, 2020 by and between the Kendall County Forest Preserve District ("District"), a unit of local government, ("Employee-Tenant") and Jay Teckenbrock (referred to as "Tenant"), an individual currently residing at the Hoover Forest Preserve Residence, 11285 W. Fox Road, Yorkville, IL 60560, for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

**1. PURPOSE.**

This Lease Agreement provides for the Tenants' possession and use of the Grounds Supervisor and Resident House, the surrounding fenced yard, and the storage shed, located at Hoover Forest Preserve –11285 W. Fox Road, Yorkville, Illinois, 60560 (hereinafter referred to as the "Residence"), an image of which is attached as Exhibit A, during the Employee-Tenant's employment as a Grounds Supervisor-Resident by the District. By signing this Lease Agreement, the parties affirm their agreement that Employee-Tenant is required to live at the Residence as a condition of his continued employment by the District as the Grounds Supervisor and Resident; the Residence is located on District property; and the Residence is provided for the convenience of the District by allowing Employee-Tenant to promptly respond to District needs at Hoover Forest Preserve outside of regular business hours. Also, this Lease Agreement confirms the parties' understanding and agreement that the Tenants' possession and use of the Residence is part of the Employee-Tenant's total wage and benefits compensation package as Grounds Supervisor and Resident for the District. *Nothing in this Lease Agreement is intended to and/or does create a contract of employment, express or implied. Employee-Tenant's employment with the District is "at-will", which means Employee-Tenant's employment relationship may be terminated at any time, with or without cause.*

**2. PROPERTY.**

**2.1 Leased Property.** District owns certain real property and improvements consisting of the Residence. District desires to lease the Residence to Tenants upon the terms and conditions contained herein. Tenants desire to lease the Residence from District on the terms and conditions contained herein.

**2.2 Personal Property.** The District and Tenants each agree that any personal property, such as equipment, furniture, or other non-fixture items, purchased by either the Tenants or the District, either prior to or during the term of this Lease Agreement shall remain the personal property of the party who furnished the funds to purchase the personal property. All personal property of the Tenants shall be removed from the Premise at the termination of this Lease Agreement, unless otherwise agreed to in writing by the parties. Tenants specifically waive any claim of damage against the District for any personal property damaged as a result of an act of nature, including, but not limited to lightning strikes and floods. District is not responsible for providing any personal property, equipment, furniture or other non-fixture items to the Tenants.

**3. TERM.**

3.1 Term. The term of this Lease Agreement commences on December 1, 2020 with both parties' execution of this Lease Agreement, and shall terminate immediately upon (a) the Employee-Tenant's separation of employment from the District, or (b) one (1) year from the Lease Agreement commencement date of December 1, 2020 following both parties' execution of this Lease Agreement, whichever occurs first.

3.2 Upon termination of the Lease Agreement, Tenants shall immediately vacate the Residence and shall have seven (7) calendar days to remove all personal property from the Residence, unless otherwise authorized and agreed to in writing by both parties. All obligations outstanding at the time of termination shall survive the Lease Agreement.

3.3 Early Termination. Either party may terminate this Lease Agreement upon providing thirty (30) calendar days written notice to the other party. Except that both parties may agree, in writing, to terminate the Lease Agreement at anytime and waive the thirty (30) days written notice.

**4. RENT.**

4.1 Rent. The rent for the Residence shall be four hundred sixty-four dollars and thirty-one cents (\$464.31) per week. This amount includes the cost of Utilities as discussed in section 12 of this Lease Agreement. The weekly rent payment shall be due and owing on the Saturday immediately following the conclusion of the weekly rental period. For purposes of this Agreement, a week shall be Saturday through Friday. The parties agree that only a single monthly rent payment of two hundred and fifty dollars (\$250.00) shall be due and owing from Tenants to the District in any month that Employee-Tenant is employed by the District. The balance of the weekly rent value shall be considered a part of the Employee-Tenant's total compensation package during his or her employment with the District as Grounds Supervisor and Resident. Weekends and holidays do not delay or excuse Tenants' obligation to timely pay rent.

4.2 Delinquent Rent. Rent is due no later than the first day of each month. If not paid by the due date, rent shall be considered overdue and delinquent. If Tenant fails to timely pay any monthly rent payment, Tenant will pay District a late charge of \$25.00 per day until rent is paid in full. If the District receives the rent within two (2) calendar days of the Due Date, the District will waive the late charges for that month. Any waiver of late charges under this paragraph will not affect or diminish any other right or remedy the District may exercise for Tenants' failure to timely pay rent.

4.3. Returned Checks. In the event any payment by Tenant is returned for insufficient funds ("NSF") or if Tenant stops payment, Tenant will pay \$25.00 to District for each such check, plus late charges, as described above, which will accrue until District has received payment. Furthermore, District may require in writing that Tenants pay all future Rent payments by cash, money order, or cashier's check.

4.4. Order in which funds are applied. The District will apply all funds received from Tenant first to any non-rent obligations of Tenant including late charges, returned check charges, charge-backs for repairs, and brokerage fees, then to rent, regardless of any notations on a check.

**5. SECURITY DEPOSIT.**

5.1 Amount. Tenant has previously deposited with the District the sum of one-thousand dollars and no cents (\$1,000.00), receipt of which is hereby acknowledged by the District, as security for any damage caused to the Residence during the term hereof.

5.2 Refund. Upon termination of the Lease Agreement, all funds held by the District as security deposit may be applied to the payment of accrued rent and the amount of damages that the District has suffered by reason of the Tenants' noncompliance with the terms of this Lease Agreement or with any and all federal, State, or local laws, ordinances, rules, regulations, and orders affecting the cleanliness, use, occupancy and preservation of the Residence.

**A. Deductions.**

District may deduct reasonable charges from the security deposit for:

- (1) Unpaid or accelerated rent;
- (2) Late charges;
- (3) Unpaid utilities;
- (4) Costs of cleaning, deodorizing, and repairing the Residence and its contents for which Tenants are responsible;
- (5) Pet violation charges;
- (6) Replacing unreturned keys, garage door openers, or other security devices;
- (7) The removal of unauthorized locks or fixtures installed by Tenants;
- (8) Insufficient light bulbs;
- (9) Packing, removing, and storing abandoned property;
- (10) Removing abandoned or illegally parked vehicles;
- (11) Attorney fees and costs of court incurred in any proceeding against Tenants;
- (12) Any fee due for early removal of an authorized keybox; or
- (13) Other amounts Tenants are responsible to pay under this Lease Agreement.

B. If deductions exceed the security deposit, Tenants will pay to District the excess within ten (10) calendar days after District makes written demand. The security deposit will be applied first to any non-rent items, including late charges, returned check charges, repairs, and brokerage fees, then to any unpaid rent.

**6. USE OF RESIDENCE.**

The Residence shall be used and occupied solely by Tenants and Tenants' immediate family. It shall be used exclusively as a private, single-family dwelling, and no part of the Residence shall be used at any time during the term of this Lease Agreement by Tenants or Tenants' immediate family for the purpose of carrying on any business (other than District business), profession, or trade of any kind, or for any purpose other than as a private, single-family dwelling. Tenants shall not allow any other person, other than Tenants' immediate family or transient relatives and friends who are guests of Tenants, to use or occupy the Residence without first obtaining District's written consent to such use or occupation. Tenants shall comply with any and all federal, State, and local laws, ordinances, rules, regulations, and orders affecting the cleanliness, use, occupancy and preservation of the Residence. Tenants understand and agree that all residents and visitors of the Residence shall comply with the District's General Use Ordinance while on District property.

**7. CONDITION OF RESIDENCE.**

7.1 Original Condition. Tenants stipulate, represent, and warrant that Tenants have examined the Residence, and it is, at the time of execution of this Lease Agreement, in good order, in good repair, and in a safe, clean and habitable condition.

7.2 Surrender Condition. Upon termination of this Lease Agreement, Tenants shall surrender the Residence to District in good and broom-clean condition, excepting ordinary wear and tear. Tenants shall remove all of their personal property and any improvements installed by Tenants and required to be removed by the District. Tenants shall return all keys and property belonging to the District.

**8. DEFAULTS & REMEDIES,**

8.1 Tenants' Default. Tenants shall be in default in the event of any of the following: (a) if Tenants fails to perform any obligation to be performed by Tenants hereunder and such failure shall continue for thirty (30) calendar days after written notice by District; provided, however, if the nature of such default is such that the same cannot reasonably be cured within a thirty (30) calendar day period, then Tenants shall not be deemed to be in default if it shall commence such cure within such thirty (30) calendar day period, and, thereafter, rectify and cure such default with due diligence; or (b) if Tenants abandon or vacate the Residence or ceases to use the Residence for the stated purpose as set forth in this Lease Agreement.

8.2 Remedies in Default. In the event of a default by Tenants, District may pursue any remedies available to it at law or in equity, including injunction, at its option, without further notice or demand of any kind to Tenants or any other person. In the event of a default, the District may also immediately terminate this Lease Agreement and Tenants' right to possession of the Residence and recover possession of the Residence and remove all persons therefrom.

**9. ASSIGNMENT AND SUB-LETTING.**

Tenants shall not assign this Lease Agreement, or sub-let or grant any license to use the Residence or any part thereof without the District's prior written consent. An assignment, sub-letting, or license without the prior written consent of District or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at District's option, terminate this Lease Agreement.

**10. ALTERATIONS AND IMPROVEMENTS.**

Tenants shall make no structural repairs, alterations, or improvements of the Residence or construct any building or make any other improvements of the Residence without the prior written consent of District. Any and all alterations, changes, and/or improvements built, constructed, or placed on the Residence by Tenants shall, unless otherwise provided for by written agreement between District and Tenants, be at the Tenants' sole expense and shall become the sole property of the District and remain on the Residence at the termination of this Lease Agreement. At anytime during the term of this Lease Agreement, the District shall have the authority to make modifications, alterations, repairs, and improvements as it deems necessary and upon reasonable notice to Tenants.

**11. HAZARDOUS MATERIALS.**

Tenants shall not keep at the Residence any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion at the Residence or that might be considered hazardous or extra hazardous by any responsible insurance company.

**12. UTILITIES.**

12.1 Costs. District shall be responsible for arranging and paying for the following utility services: internet, electricity, gas, and land-line telephone ("Utilities"). Tenants are responsible for all other desired services.

12.2 Failure, Stoppage, or Interruptions. District shall not be liable for, and Tenants shall not be entitled to, any damages, abatement, or reduction in rent value by reason of any interruption or failure in the supply of utilities, including, but not limited to interruptions or failures caused by lightning strikes and floods. No failure, stoppage, or interruption of any utility or service, including but not limited to lightning strikes and floods, shall be construed as an eviction of Tenants, nor shall it relieve Tenants from any obligation to perform any covenant or agreement under this Lease Agreement. In the event of any failure, stoppage, or interruption of utilities or services, District's shall use its reasonable efforts to attempt to restore all services promptly.

12.3 Installation of Equipment. Tenants agree that they shall not install any equipment that exceeds or overloads the capacity of the utility facilities serving the Residence, and that if equipment installed by Tenants requires additional utility facilities, installation of the same shall be at Tenants' expense, but only after District's written approval of same.

12.4 Compliance & Modifications. District shall be entitled to cooperate with the energy and water conservation efforts of governmental agencies or utility suppliers. District reserves the right from time to time to make modifications to the utility systems serving the Residence.

**13. MAINTENANCE, REPAIR, AND RULES.**

13.1 Maintenance Obligations. Tenants will, at their sole expense, keep and maintain the Residence and appurtenances in good and sanitary condition and repair during the term of this Lease Agreement and any renewal thereof. These obligations include, but are not limited to the following requirements:

- A. Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;
- B. Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
- C. Maintain the grounds and lawn area of the Residence, including regularly mowing the lawn.
- D. Not obstruct or cover the windows or doors;
- E. Not leave windows or doors in an open position during any inclement weather;
- F. Not hang any laundry, clothing, sheets, etc., from any window, rail, porch or balcony nor air or dry any of same within any yard area or space;
- G. Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of District;

- H. Keep all air conditioning filters clean and free from dirt;
- I. Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Tenants shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenants;
- J. Ensure Tenants' family and guests at all times maintain order in the Residence and at all places on the Residence, and shall not make or permit any loud or improper noises, or otherwise disturb other visitors and District users;
- K. Keep all radios, television sets, stereos, etc., turned down to a level of sound that does not annoy or interfere with other District users;
- L. Deposit all trash, garbage, rubbish or refuse in the locations provided at the Residence and not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of the Residence;
- M. Abide by and be bound by any and all rules and regulations affecting the Residence or Tenants which may be adopted or promulgated by the District's Board of Commissioners.

13.2 Mechanics Liens. Tenants shall keep the Residence free and clear of all encumbrances, mechanics liens, stop notices, demands, and claims arising from work done by or for Tenants or for persons claiming under Tenants, and Tenants shall defend District, its officers, directors, employee, and agents, including its past, present and future commissioners, elected officials, and agents, with counsel of District's choosing, indemnify and save District, its officers, directors, employee, and agents, including its past, present and future commissioners, elected officials, and agents, free and harmless from and against any claims arising from or relating to the same.

#### 14. DAMAGE TO RESIDENCE.

In the event the Residence is destroyed or rendered wholly uninhabitable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenants, the District may terminate this Lease Agreement from such time except for the purpose of enforcing rights that may have then accrued hereunder. Should a portion of the Residence thereby be rendered uninhabitable, the District shall have the option of either repairing such injured or damaged portion or terminating this Lease Agreement. In the event that District exercises its right to repair such uninhabitable portion, such part so injured shall be restored by District as speedily as practicable.

#### 15. ACCESS BY DISTRICT.

District and District's agents shall have the right at all reasonable times, and by all reasonable means, without notice, during the term of this Lease Agreement to enter the Residence for the following purposes:

- A. Inspect the Property for condition;

- B. Make repairs;
- C. Show the Property to prospective Tenants, inspectors, fire marshals, appraisers, or insurance agents;
- D. Exercise a contractual or statutory lien;
- E. Leave written notice; or
- F. Seize nonexempt property after default.

However, absent emergency circumstances, District will make reasonable attempts to give Tenants at least three (3) hours-notice, prior to entering the Residence. If Tenant(s) fail to permit reasonable access under this Paragraph, Tenants will be in default.

#### **16. RENTERS' INSURANCE**

Tenants will maintain renters' insurance during all times the property is occupied under the terms of this Lease Agreement. Tenants will provide District with proof of renter's insurance within thirty (30) calendar days of the execution of this Lease Agreement. Tenants will promptly notify District of any modification or termination of Tenants' renter's insurance,

#### **17. SUBORDINATION OF LEASE AGREEMENT.**

This Lease Agreement and Tenants' interest hereunder are and shall be subordinate, junior, and inferior to any and all mortgages, liens, or encumbrances now or hereafter placed on the Residence by the District, all advances made under any such mortgages, liens, or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.

#### **18. ANIMALS.**

**THERE WILL BE NO ANIMALS PERMITTED AT THE RESIDENCE.** Tenants shall not permit any animal, domesticated or maintained as pets, including mammals, reptiles, birds, fish, rodents, or insects on the property, even temporarily, except as otherwise agreed to by a separate written Pet Addendum to the Lease Agreement which is attached as exhibit B, and incorporated as if fully set forth herein. If Tenants violate the pet restrictions of this Lease Agreement, Tenants will pay to District a fee of \$10.00 per calendar day, per animal for each calendar day Tenants violate the animal restrictions. District may remove or cause to be removed any unauthorized animal and deliver it to appropriate local authorities by providing at least 24-hour written notice to Tenants of District's intention to remove the unauthorized animal. District will not be liable for any harm, injury, death, or sickness to any unauthorized animal or any person as a result of the unauthorized animal. Tenants agree to indemnify and hold harmless District, its officers, directors, employee, and agents, including its past, present and future commissioners, elected officials and agents, for any harm, injury, death, or sickness to any unauthorized animal or any person as a result of the unauthorized animal. Tenants are responsible and liable for any damage or required cleaning to the Residence caused by any unauthorized animal and for all costs District may incur in removing or causing any unauthorized animal to be removed.

**19. WATERBEDS.**

THERE WILL BE NO WATERBEDS, unless authorized by a separate written Waterbed Addendum to this Lease Agreement.

**20. QUIET ENJOYMENT.**

Tenants, upon payment of all of the sums referred to herein as being payable by Tenants and Tenants' performance of all Tenants' agreements contained herein and Tenants' observance of all rules and regulations, shall and may peacefully and quietly have, hold, and enjoy said Residence for the term hereof.

**21. INDEMNIFICATION.**

District, its officers, directors, employee, and agents, including its past, present and future commissioners, elected officials and agents, shall not be liable for any damage or injury of or to the Tenants, the Tenants' family, guests, invitees, agents or employees, to any person entering the Residence, to the Residence itself, or to goods or equipment at the Residence. Tenants hereby agree to indemnify, defend and hold harmless District, its officers, directors, employee, and agents, including its past, present and future commissioners, elected officials and agents, from any and all claims or assertions of every kind and nature, including claims pertaining to tax liability or obligations. Any attorney representing the District, under this paragraph, shall be approved by the Kendall County State's Attorney, and shall be appointed a Special Assistant State's Attorney. The District's participation in its defense shall not remove District's duty to indemnify, defend, and hold the District harmless.

**22. FORCE MAJEURE.**

Neither party will be responsible to the other for damage, loss, injury, or interruption of work if the damage, loss, injury, or interruption of work is caused solely by conditions that are beyond the reasonable control of the parties, and without the intentional misconduct or negligence, of that party (hereinafter referred to as a "force majeure event"). To the extent not within the control of either party, such force majeure events include: acts of God, acts of any governmental authorities, fire, explosions or other casualties, vandalism, and riots or war. A party claiming a force majeure event ("the claiming party") shall promptly notify the other party in writing, describing the nature and estimated duration of the claiming party's inability to perform due to the force majeure event. The cause of such inability to perform will be remedied by the claiming party with all reasonable dispatch.

**23. EXPENSES AND COSTS.**

Should it become necessary for District to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Residence, Tenants agree to pay all expenses and costs incurred by the District, including, but not limited to the District's reasonable attorneys' fees.

**24. RECORDING OF LEASE AGREEMENT.**

Tenants shall not record this Lease Agreement on the Public Records of any public office. In the event that Tenants shall record this Lease Agreement, this Lease Agreement shall, at District's option, terminate immediately and District shall be entitled to all rights and remedies that it has at law or in equity.



**25. GOVERNING LAW.**

This Lease Agreement shall be governed, construed, and interpreted by, through and under the Laws of the State of Illinois. The parties agree that the venue for any legal proceedings between them shall be the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit, State of Illinois.

**26. SEVERABILITY.**

If any provision of this Lease Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Lease Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

**27. BINDING EFFECT.**

The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.

**28. DESCRIPTIVE HEADINGS.**

The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the District or Tenants.

**29. NON-WAIVER.**

No delay, indulgence, waiver, non-enforcement, election or non-election by District under this Lease Agreement will be deemed to be a waiver of any other breach by Tenants, nor shall it affect Tenants' duties, obligations, and liabilities hereunder.

**30. MODIFICATION.**

The parties hereby agree that this document contains the entire agreement between the parties and this Lease Agreement shall not be modified, changed, altered, or amended in any way except through a written amendment signed by all of the parties hereto. The parties further agree that the previous agreement dated December 2, 2015 is hereby rescinded in its entirety.

**31. NOTICE.**

Any notice required or permitted to be given pursuant to this Lease Agreement shall be duly given if sent by fax, certified mail, or courier service and received. In the case of District, notice shall be given to David Guritz, Director of the Kendall County Forest Preserve, 110 West Madison Street, Yorkville, Illinois, 60560, fax (630) 553-4023, with copy sent to: Kendall County State's Attorney, 807 John Street, Yorkville, Illinois, 60560, fax (630) 553-4204. And, in the case of Tenants, notice shall be given to Jay Teckenbrock at the Residence.

**32. APPROVAL.**

This Lease Agreement is contingent on, and subject to approval by a majority of the Kendall County Forest Preserve District Board of Commissioners.

**As to District this XXth day of November, 2020.**

DISTRICT:

Sign: \_\_\_\_\_  
Judy Gilmour, President

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

Attest: \_\_\_\_\_  
David Guritz, Executive Director

**As to Tenant, this XXth day of November, 2020.**

TENANT:

Sign: \_\_\_\_\_  
Jay Teckenbrock, Grounds Supervisor and Resident

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

Sign: \_\_\_\_\_

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

**KENDALL COUNTY FOREST PRESERVE DISTRICT  
JOB DESCRIPTION**

**CLASS TITLE:** Communications and Natural Resources Project Coordinator

**WAGE CATEGORY:** FLSA Non-Exempt

**REPORTS TO:** Executive Office (Executive Director and Administrative Assistant and Environmental Education Department Manager)

**EFFECTIVE DATE:** November XX, 2020

---

**SUMMARY:**

Provides administrative support for Kendall County Forest Preserve District ("District") communications with the public and Board of Commissioners, supports development and implementation of all Natural Resources, Habitat and Preserve Improvement Projects, supports the development and delivery of Environmental Education programming including school programs, summer programs, scout programs, teacher training services, public program offerings, and special events (collectively "Public Programs"), for the District. Provides assistance with natural resource management projects and programs including support of volunteer restoration work day activities. Supports other assigned administrative tasks to assist the Executive Director and Administrative Assistant.

**ESSENTIAL DUTIES AND RESPONSIBILITIES:**

- Assists the Executive Director in compiling and capturing all District Board of Commissioners meeting minutes and committee meeting minutes for review and approval by the Board of Commissioners and its respective committees.
- Assists the Environmental Education Department Manager in training support staff in curricular program goals, objectives, and instructional methods.
- 
- Develops and presents curriculum and themed programs that are developmentally appropriate for all relevant age groups and ability levels, including young children and individuals with disabilities, and reflects the natural and cultural history of Kendall County. This includes program material preparations before and after all programs.
- Conducts public programs, public speaking, and natural area management activities in a variety of settings, including work with children, and work within natural areas with uneven terrain.
- Coordinates and supervises assigned staff members, outside contractors and volunteers supporting natural resource management projects within District preserves.
- Ensures that natural resource project permitting requirements are fully met.
- Ensures that natural resource project objectives are fully met.
- Performs a variety of horticultural tasks including, but not limited to trimming, controlling weeds, seeding and maintaining natural areas, planting, pruning trees and shrubs, and treating and removing exotic and invasive species.
- Gathers, loads, hauls and burns vegetation, including assisting with and/or supervising prescribed burns within preserve areas.
- Regularly uses, maintains and repairs tools of the trade (both powered and non-powered equipment) including, but not limited to chainsaw(s), and other mechanical hand tools.
- Hauls and moves materials and supplies, as needed, for District and public use.
- Repairs and maintains District trails by performing duties including, but not limited to, removing fallen trees and limbs, and repairing any damage caused by encroachment, erosion, or other factors.
- Collects GIS data for spreadsheet entry and management, including mapping of natural area plant communities, ecotypes, and threats.
- Supports Grounds and Natural Resources maintenance activity assignments, which may include:
  - Safely and effectively operating and maintaining District equipment including, but not limited to, pick-up trucks, dump trucks, chain saws, and trimmers.
  - Setting up for events and volunteer work day functions; ensuring facilities are clean and work day equipment preparations completed prior to the start of restoration work days.
  - Locating and removing refuse from District property.
- Performs controlled burns, brush removal, seed collecting, and other natural area management assigned tasks.
- Supervises trained and untrained volunteers participating in natural area management workdays.
- Develops and maintains press releases and District website platforms.

## DRAFT FOR OPERATIONS COMMITTEE REVIEW: 10-07-20

- Maintains professional collaboration with other natural resource program coordinators and administrators, community organizations, and environmental educators both within and outside of Kendall County, Illinois.
- Communicates professionally and effectively with the Environmental Education and Marketing Manager, District staff and the public.
- Supports District policies and processes to identify safety issues; reduce risk and liability exposure within school, scout, teacher education, natural resource stewardship, and other public program offerings.
- Performs basic animal care including feeding and tank/enclosure cleaning and Laws of Nature Visitor Center upkeep.
- Maintains a safe and clean environment at all times and enforces all District safety rules and policies.
- Provides first aid or take other emergency measures when necessary as indicated in student, volunteer and staff emergency protocol and procedures.
- Provides educational program services delivery to children and the general public participating in District programs.
- Drives vehicles to various locations to conduct tours, educational programs, work days, and other assigned roles. Transportation includes both use of District vehicles and personal vehicle.
- 
- Complies with all applicable federal and state laws, regulations and District policies and procedures regarding or relating to assigned job duties.
- Handles cash and accepts other forms of payment for public programs and facility use reservations.
- Maintains the confidentiality of protected personal information contained within District reservation forms.
- Maintains regular attendance and punctuality.
- Performs other duties as assigned.

### **SUPERVISORY RESPONSIBILITIES:**

- This position supervises volunteers in the District's volunteer workdays and natural resource projects.

### **QUALIFICATIONS:**

To perform this job successfully, an individual must be able to perform all essential duties satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required for the position.

#### **A. EDUCATION and/or EXPERIENCE:**

- Bachelor's Degree in the field of education or environmental sciences or equivalent experience in the field of education or environmental sciences. May be actively pursuing a Bachelor's degree in the education, environmental sciences, or related field.
- Knowledge of education principals and practices.
- Experience in administration of a natural resource management program preferred.
- Experience in leading and coordinating volunteer-based work days and natural resource projects.
- Experience with instructing children in an educational setting preferred.
- Knowledge of Microsoft Office programs including, but not limited to, Excel, Word and PowerPoint.
- Working knowledge of multiple social media platforms and ability to effectively and appropriately use the Internet and create engaging posts for social media.
- Knowledge of office practices, principles of modern record keeping, and setup and prepare, create and organize files

#### **B. LANGUAGE SKILLS:**

- Ability to draft and present District curriculum.
- Ability to write routine reports and correspondence.
- Ability to professionally and effectively communicate with the public on the District's social media platforms.
- Ability to speak effectively with the public, including individuals of all ages and ability levels, and employees of the District.
- Good knowledge of the English language, spelling and grammar.

#### **C. MATHEMATICAL SKILLS:**

- Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals.
- Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.
- Ability to compute costs and make change.

#### **D. REASONING ABILITY:**

- Ability to employ safe work practices and use sound judgment while leading educational programs.
- Ability to complete projects from beginning to end with minimal supervision.
- Possess positive conservation ethic and respect towards living things and the natural environment.
- Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form.
- Ability to deal with problems involving several concrete variables in standardized situations.

**E. CERTIFICATES, LICENSES, REGISTRATIONS:**

- Master Naturalist, Certified Interpretive Guide, or other environmental certification preferred. May be actively pursuing an environmentally related certificate.
- Current CPR/First Aid certification.
- A prescribed fire burn training certificate and S190 course completion or, in the alternative, successfully complete S190 coursework within the first ninety (90) days of employment.
- A valid Illinois Pesticide Operator's License or, in the alternative, obtain a valid Illinois Pesticide Operator's License within the first ninety (90) days of employment.
- All other training, certificates and registrations required for the specific duties performed.

**PHYSICAL DEMANDS:**

- Employee must be able to sit, kneel, stand and bend.
- Employee must be able to walk on uneven terrain for extended periods of time.
- Employee must be able to provide instruction while walking outside and in varying weather conditions.
- Employee must be comfortable being outside in various types of weather for extended periods of time.
- Employee must occasionally lift and/or move up to 50 pounds.
- Employee must be able to use hands to handle or feel.
- Employee must be able to reach, push and pull with hands and arms.
- Employee must be able to talk and hear in person and via use of telephone.
- Specific vision abilities required by this job include close vision, depth perception and distance vision.

**WORK ENVIRONMENT:**

- Teaching will be held outside. The weather and temperature will not be consistent during the course of employment.
- The noise level in the work environment will vary from moderately quiet to loud.
- Employee must be able to perform all assigned job duties during normal business hours and after normal business hours, as required in the event of an emergency or special event.
- Employee is required to provide own transportation to travel to and from meetings, training, conferences, and the various District preserves and locations.
- Employee is required to work regularly with children and the general public.

The above information is not intended to be all-inclusive and can be expanded or modified as necessary.

Kendall County Forest Preserve District

Approved: November 27, 2018

**KENDALL COUNTY FOREST PRESERVE DISTRICT  
JOB DESCRIPTION**

**CLASS TITLE:** Environmental Education Program Manager  
**WAGE CATEGORY:** FLSA Exempt  
**REPORTS TO:** Executive Director of the Kendall County Forest Preserve District  
**EFFECTIVE DATE:** November XX, 2020

---

**SUMMARY:**

Oversees the development and day-to-day management of Environmental Education programming including school and scout programs, teacher education, and other public program offerings (collectively "Public Programs"), for the Kendall County Forest Preserve District ("District"). This position assists with the development and delivery of summer programs for children.

**ESSENTIAL DUTIES AND RESPONSIBILITIES:**

- Develop curriculum and themed programs that are developmentally appropriate for all relevant age groups and ability levels, including young children and individuals with disabilities, and reflects the natural and cultural history of Kendall County.
- Assist with the development and management of the District's annual budget.
- Establish program policies, performance goals, and objectives for school, scout and teacher education programs.
- Manage program reservations, registrations and invoicing. Enter program reservation data using the District's program reservation software system.
- Manage staff schedules and hours of employment.
- Train support staff in curricular program goals, objectives, and instructional methods.
- Address staff disciplinary issues in consultation with the Director of the District.
- Provide supervision to full time, part-time instructors and volunteers in the District's educational programs.
- Manage and direct staff meetings
- Maintain a safe and clean environment at all times and enforce all District safety rules and policies.
- Coordinate marketing and public outreach efforts to promote the District and program services.
- Develop and maintain handbooks, brochures, packets, press releases, newsletters, and social media postings.
- Create and purchase supplies and materials needed for school, scout and teacher education programs.
- Work with, and provide program support and assistance to the Natural Beginnings Preschool Program Manager.
- Maintain professional collaboration with other nature-based administrators, community organizations, and environmental educators.
- Communicate effectively with District staff and the public.
- Manage District policies and processes to identify safety issues; reduce risk and liability exposure within school, scout, teacher education, and other public program offerings.
- Assist with basic animal care including feeding and tank/enclosure cleaning and Laws of Nature visitor center upkeep and exhibit development.
- Complete performance reviews for all part time environmental education instructors.
- Assist with development and implementation of the fiscal year program budget.
- Seek outside sponsors, grant program funding and community-based support for the District and environmental education programs and events.
- Handles cash and accepts other forms of payment for public programs and facility use reservations.
- Provides support to the Administrative Assistant with reservations and other projects as needed or assigned by the Administrative Assistant or Executive Director.
- Works directly with volunteers supporting the District's Programs.
- Performs controlled burns, brush removal, seed collecting, and other natural area management tasks.
- Provide first aid or take other emergency measures when necessary as indicated in student, volunteer and staff emergency protocol and procedures.
- Perform other duties as assigned.

**SUPERVISORY RESPONSIBILITIES:**

- This position supervises the full-time Communications, Marketing, and Public Programs Specialist position and part-time instructors and volunteers for the District's Natural Beginnings Early Learning Program, and school, scout, teacher education, and other public program services.

**QUALIFICATIONS:**

To perform this job successfully, an individual must be able to perform all essential duties satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required for the position.

**A. EDUCATION and/or EXPERIENCE:**

- Bachelor's Degree in the field of education or environmental sciences or an equivalent of six to eight years of education and experience in the field of education or environmental sciences. May be actively pursuing a degree in the education, environmental sciences, or related field.
- Ability to apply education principals and practices within the design of environmental education program experiences.
- Two years of experience in administration of an educational program.
- Four years experience with instructing children in an educational setting.
- Knowledge of Microsoft Office programs including, but not limited to, Excel, Word and PowerPoint.
- Ability to effectively and appropriately use the Internet and social media.
- Knowledge of office practices, principles of modern record keeping, and setup and maintaining filing systems.

**B. LANGUAGE SKILLS:**

- Ability to draft and present District curriculum.
- Ability to write routine reports and correspondence.
- Ability to speak effectively with the public, including individuals of all ages and ability levels, and employees of the District.
- Good knowledge of the English language, spelling and grammar.

**C. MATHEMATICAL SKILLS:**

- Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals.
- Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.

**D. REASONING ABILITY:**

- Ability to employ safe work practices and use sound judgment while leading educational programs.
- Ability to complete projects from beginning to end with minimal supervision.
- Possess positive conservation ethic and respect towards living things and the natural environment.
- Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form.
- Ability to deal with problems involving several concrete variables in standardized situations.

**E. CERTIFICATES, LICENSES, REGISTRATIONS:**

- State-certified teacher, substitute teacher or other teaching certification preferred. May be actively pursuing an education related degree or certification.
- Master Naturalist, Certified Interpretive Guide, or other environmental certification preferred. May be actively pursuing an environmentally related certificate.
- Current CPR/First Aid certification.
- All certificates and registrations required for the specific duties performed.

**PHYSICAL DEMANDS:**

- Employee must be able to sit, kneel, stand and bend.
- Employee must be able to walk on uneven terrain for extended periods of time.
- Employee must be able to provide instruction while walking outside and in varying weather conditions.
- Employee must be comfortable being outside in various types of weather for extended periods of time.
- Employee must occasionally lift and/or move up to 40 pounds.
- Employee must be able to use hands to handle or feel.

- Employee must be able to reach, push and pull with hands and arms.
- Employee must be able to talk and hear in person and via use of telephone.
- Specific vision abilities required by this job include close vision, depth perception and distance vision.

**WORK ENVIRONMENT:**

- Teaching will be held outside. The weather and temperature will not be consistent during the course of employment.
- The noise level in the work environment will vary from moderately quiet to loud.
- Employee must be able to perform all assigned job duties during normal business hours and after normal business hours, as required in the event of an emergency or special event.
- Employee may be required to provide own transportation to travel to and from meetings, training, conferences, and the various District preserves and locations.

The above information is not intended to be all-inclusive and can be expanded or modified as necessary.

Kendall County Forest Preserve District

Revised: 03-17-2020  
Proposed: 10-07-2020



**KENDALL COUNTY FOREST PRESERVE DISTRICT  
JOB DESCRIPTION**

**CLASS TITLE:** Natural Beginnings Program and Special Projects Manager  
**WAGE CATEGORY:** FLSA Non-Exempt  
**REPORTS TO:** Environmental Education Program and Marketing Manager  
**EFFECTIVE DATE:** November XX, 2020

---

**SUMMARY:**

Oversee development and day-to-day management of the Natural Beginnings Early Learning Program ("Program") for the Kendall County Forest Preserve District ("District").

**ESSENTIAL DUTIES AND RESPONSIBILITIES:**

- Develop curriculum and theme planning for the Program that is developmentally appropriate for all relevant age groups and ability levels and reflects the natural and cultural history of Kendall County.
- Create and purchase materials needed for curriculum and manage a corresponding budget.
- Coordinate staff hours and weekly schedules.
- Manage and direct Natural Beginnings staff meetings.
- Establish performance goals and objectives for the Program.
- Develop and maintain handbooks, brochures, packets, press releases and newsletters for the Program.
- Maintain a safe and clean environment at all times and enforce all District safety rules and policies.
- Develop materials for parent-teacher conferences.
- Manage parent inquiries, communication, and parent-teacher conferences.
- Oversee social media marketing and correspondences.
- Coordinate student sign-up and registration with the District's Administrative Assistant and Environmental Education Program Manager.
- Lead and/or assist with teaching Program classes.
- Provides project management and oversight to District special projects.
- Maintain order in both the classroom and outdoor setting while implementing constructive disciplinary procedures.
- Work and communicate well verbally and in writing with District staff and the public, including individuals of all ages and ability levels.
- Maintain professional collaboration with other nature-based administrators, community organizations, and environmental educators.
- Assists the Environmental Education Department Manager in training support staff in curricular program goals, objectives, and instructional methods.
- Provides support to the Administrative Assistant with reservations and other projects as needed or assigned by the Administrative Assistant or Executive Director.
- Works directly with volunteers supporting the District's Programs.
- Assists the Executive Director, Communications and Natural Resources Project Coordinator, and Environmental Education Manager in the coordination of volunteer workdays and natural resource projects.
- Supports Grounds and Natural Resources maintenance activity assignments.
- Performs controlled burns, brush removal, seed collecting, and other natural area management tasks.
- Assist with basic animal care and upkeep including feeding and tank/cage cleaning.
- Provide first aid or take other emergency measures when necessary as indicated in student, volunteer and staff emergency protocol and procedures.
- Perform other duties as assigned.

**SUPERVISORY RESPONSIBILITIES:**

- This position provides direct supervision and management of the Program's Lead Instructors, Instructional Aides, and Program support volunteers.

**QUALIFICATIONS:**

To perform this job successfully, an individual must be able to perform all essential duties satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required for the position.

- A. EDUCATION and/or EXPERIENCE:**
- Bachelor's Degree in the field of education or environmental sciences or equivalent experience in the field of education or environmental sciences. May be actively pursuing a degree in the education or the environmental sciences field.
  - Knowledge of education principals and practices.
  - Prior experience working with preschool aged children preferred.
  - Experience in administration of an educational program preferred.
  - Knowledge of Microsoft Office programs including, but not limited to Excel, Word and PowerPoint.
  - Ability to effectively and appropriately use the internet and social media.
  - Knowledge of office practices, principles of modern record keeping, and setup and maintaining filing systems.
- B. LANGUAGE SKILLS:**
- Ability to draft and present District curriculum.
  - Ability to write routine reports and correspondence.
  - Ability to speak effectively with the public, including individuals of all ages and ability levels, and employees of the District.
  - Good knowledge of the English language, spelling and grammar.
- C. MATHEMATICAL SKILLS:**
- Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals.
  - Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.
- D. REASONING ABILITY:**
- Ability to employ safe work practices and use sound judgment while leading educational programs.
  - Ability to complete projects from beginning to end with minimal supervision.
  - Possess positive conservation ethic and respect towards living things and the natural environment.
  - Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form.
  - Ability to deal with problems involving several concrete variables in standardized situations..
- E. CERTIFICATES, LICENSES, REGISTRATIONS:**
- Certificated teacher, substitute teacher or other teaching certification preferred. May be actively pursuing an education related degree or certification.
  - Master Naturalist, Certified Interpretive Guide, or other environmental certification preferred. May be actively pursuing a certificate in an environmentally related field.
  - Chain saw safety certification and herbicide applicators license.
  - Current First Aid/CPR certification.
  - All certificates and registrations required for the specific duties performed.

**PHYSICAL DEMANDS:**

- Employee must be able to sit, kneel, stand and bend.
- Employee must be able to walk on uneven terrain for extended periods of time.
- Employee must be able to provide instruction while walking outside and in varying weather conditions.
- Employee must be comfortable being outside in various types of weather for extended periods of time.
- Employee must occasionally lift and/or move up to 40 pounds.
- Employee must be able to use hands to handle or feel.
- Employee must be able to reach, push and pull with hands and arms.
- Employee must be able to talk and hear in person and via use of telephone.
- Specific vision abilities required by this job include close vision, depth perception and distance vision.

**WORK ENVIRONMENT:**

- Teaching will be held outside. The weather and temperature will not be consistent during the course of employment.
- The noise level in the work environment will vary from moderately quiet to loud.
- Employee must be able to perform all assigned job duties during normal business hours and after normal business hours, as required in the event of an emergency or special event.
- Employee may be required to provide own transportation to travel to and from meetings, training, conferences, and the various District preserves and locations.

The above information is not intended to be all-inclusive and can be expanded or modified as necessary.

Kendall County Forest Preserve District

# KENDALL COUNTY FOREST PRESERVE DISTRICT EMPLOYEE HANDBOOK

**Draft: October 7, 2020**



**Acknowledgment of Receipt  
Of  
Kendall County Forest Preserve District  
Employee Handbook**

**Notice of Receipt:**

I hereby acknowledge that I will read and abide by the Kendall County Forest Preserve District Employee Handbook.

---

Signature of Employee

Date

---

This acknowledgment form is to be signed and returned to be held in the employee's personnel file.

## **Introductory Statement**

This Employee Handbook has been prepared as a reference guide. It is designed to give employees of the Kendall County Forest Preserve District an understanding of the basic policies and rules that are applicable to them, as well as the benefits available to them as Kendall County Forest Preserve District employees. Please note, however, that neither the handbook nor any of its individual terms constitute or represent binding contractual commitments between the Kendall County Forest Preserve District and its employees or modify the prevailing at-will employment relationship.

The personnel policies, as prescribed herein, contain all official rules and regulations regarding the employment of individuals with the Kendall County Forest Preserve District and are compiled in accordance with the policies adopted from time to time by the Kendall County Forest Preserve District Board. These policies do not supersede Federal regulations, state laws, local Merit Commission rules and regulations, or collective bargaining agreements. In instances where there is conflict, the Employee Handbook is subordinate to union contracts and when union contracts are silent on issues, the Kendall County Forest Preserve District's Employee Handbook is to be implemented. These benefits, privileges and obligations are extended by the Kendall County Forest Preserve District in good faith and each employee is expected to fulfill his/her obligation in good faith. It is the employee's responsibility for reading and understanding this Employee Handbook.

The Kendall County Forest Preserve District Board reserves the right to unilaterally revise, supplement or discontinue any of the policies, rules or benefits described in this Employee Handbook. All employees will be duly informed of any such revisions, supplements or other changes.

In the interpretation of this handbook, the use of the masculine gender is understood to be used for clerical convenience only, and it is further understood that the use of the masculine gender shall include the feminine gender as well.

## TABLE OF CONTENTS

<b>I.</b>	<b>GENERAL REGULATIONS</b>	
	Designation.....	6
	Scope.....	6
	Construction.....	6
	Adoption.....	6
	Revision.....	6
	Interpretation.....	6
	Savings Clause.....	7
	Distribution.....	7
	Violations of Policies.....	7
	Equal Employment Statement.....	7
<b>II.</b>	<b>EMPLOYMENT POLICIES</b>	
	Definitions of Employment Status.....	8
	Employment Procedures.....	8-11
	Separation Procedures.....	11-12
	Illinois Child Labor Law.....	12
<b>III.</b>	<b>ADMINISTRATIVE POLICIES</b>	
	Rules of Conduct.....	13
	Hours of Work.....	13-14
	Safety.....	14
	Reports of Injury.....	15
	Other Administrative Policies.....	16-18
	Workplace Violence.....	18
	Identity Protection.....	18-21
<b>IV.</b>	<b>COMPENSATION AND PERFORMANCE</b>	
	Pay and Classification Plan.....	22
	Pay Periods.....	22
	Performance Appraisal.....	22-23
<b>V.</b>	<b>BENEFITS</b>	
	Insurance – Employees and Dependents.....	24-25
	Worker’s Compensation.....	26
	Reimbursement.....	26-28
	Educational Reimbursement .....	28
	Credit Union.....	29
	Employee Assistance Program.....	30
	Deferred Compensation .....	30
	Retirement.....	30
	IMRF Disability Benefit.....	31
<b>VI.</b>	<b>PAID AND UNPAID LEAVES</b>	
	Vacations.....	32
	Sick/Personal Days.....	33
	Bereavement.....	34
	Holidays.....	34
	Jury Duty.....	34

	Family Medical Leave (FMLA) Policy.....	35-39
	Maternity Accommodations Policy.....	39
	IMRF Disability Leave.....	40
	Military Leave.....	40
	General Leave of Absence.....	40-42
	Workers' Compensation Leave.....	42
	Inability to Contact.....	43
	Paid and Unpaid Leave.....	43-46
<b>VII.</b>	<b>DISCIPLINARY AND SEPARATION ACTION</b>	
	Standard of Conduct.....	47
	Discipline Policy.....	47-49
	Grievance Procedure.....	49-51
	Illinois Clean Indoor Air/Smoke-Free Workplace.....	51
	Harassment Policy.....	51-57
	Drug and Alcohol Policy.....	57-65
<b>VIII.</b>	<b>TECHNOLOGY POLICY</b>	
	Order.....	66
	Overview.....	66
	Security.....	66
	Enforcement.....	66
	Definitions.....	66
	Guidelines.....	67-69
	Email Archive Management.....	69
	Responsibilities.....	70-72
	Preservation Notice.....	73
	Internal Request for Archived Emails.....	74

**APPROVAL AND REVISION DATES OF POLICIES**



## **CHAPTER 1 GENERAL REGULATIONS**

### **Section 1.1 DESIGNATION**

This handbook shall be known as the "KENDALL COUNTY FOREST PRESERVE DISTRICT EMPLOYEE HANDBOOK" and the same may be so cited and referred to for purpose of identification.

### **Section 1.2 SCOPE**

These policies do not supersede Federal regulations, state laws, local Merit Commission rules and regulations, or collective bargaining agreements.

It is the express purpose of this Employee Handbook to bring to the attention of all concerned those benefits, privileges and obligations that are desirable on the part of both the employer and the employee.

This instrument is also designed to bring to the attention of all concerned, practices approved by the Kendall County Forest Preserve District Board together with benefits available to each employee.

The personnel policies, as prescribed herein, contain official rules and regulations regarding the employment of individuals with the Kendall County Forest Preserve District and are compiled in accordance with the policies adopted from time to time by the Kendall County Forest Preserve District Board. Once adopted, the personnel policies prescribed herein supersede and cancel any prior inconsistent written or oral policies, practices and agreements.

These benefits, privileges and obligations are extended by Kendall County Forest Preserve District in good faith and each employee is expected to fulfill his/her obligation in good faith.

### **Section 1.3 CONSTRUCTION**

In the interpretation of this policy Employee Handbook, its provisions shall be construed as follows: where the context permits words in the masculine gender shall imply the feminine and neuter genders and words in the singular number shall imply the plural number. The descriptive headings of the various sections or parts of this policy Employee Handbook are for convenience only and shall not affect the meaning or construction nor be used in the interpretation of any of the provisions of this policy Employee Handbook.

### **Section 1.4 ADOPTION**

These rules and regulations are adopted only by official action of the Kendall County Forest Preserve District Board. A new policy may be introduced at any regular meeting of the Operations Committee of the Kendall County Forest Preserve and referred to the Kendall County Forest Preserve District Board for action.

### **Section 1.5 REVISION**

The Kendall County Forest Preserve District Board may at any time abolish, alter, change, make additions to or otherwise amend these regulations by action at a regular or special meeting.

**Section 1.6 INTERPRETATION**

Should any questions arise as to the proper interpretation of these regulations, the decision of the Kendall County Forest Preserve District Board shall be final. Department managers may adopt and enforce departmental regulations which clarify and add to these policies and which are not inconsistent with the policies of the Kendall County Forest Preserve District.

**Section 1.7 SAVINGS CLAUSE**

If any provision of this Employee Handbook or any application thereof should be rendered or declared unlawful, invalid or unenforceable by virtue of judicial action, or by an existing or subsequently enacted Federal or State legislation, or by Executive Order or other competent authority, the remaining provisions shall remain in full force and effect. In such event, the Kendall County Forest Preserve District shall maintain the right to incorporate substitute provisions for those provisions rendered or declared unlawful, invalid or unenforceable.

**Section 1.8 DISTRIBUTION**

A copy of these policies will be issued by the Kendall County Forest Preserve District and made available to all employees upon employment. Employees will be required to sign an Employee Acknowledgment form of Receipt, **which will then be kept in the employee's personnel file.** Any additions or significant changes to this Employee Handbook will be forwarded to each employee when adopted by the Kendall County Forest Preserve District Board. **It is the employee's responsibility to maintain that his/her Employee Handbook is kept current.**

**Section 1.9 VIOLATIONS OF POLICIES**

An employee is expected to abide by the policies in this Employee Handbook. Failure to do so will lead to appropriate disciplinary action. Documentation of policy violations is maintained in each individual personnel file. A partial list of causes for possible disciplinary action is presented under Chapter VII, Section 7.2 of this Employee Handbook. This list is not to be considered all-inclusive.

**Section 1.10 EQUAL EMPLOYMENT STATEMENT**

Kendall County Forest Preserve District provides equal employment opportunities for all employees or prospective employees. It does not discriminate in its employment policies and practices against any person for any reason, including sex, color, race, religion, national origin, ancestry, age, marital status, military, veteran status (except for those dishonorably discharged), physical or mental disability or any other protected group status.

## **CHAPTER II EMPLOYMENT POLICIES**

### **Section 2.1 DEFINITIONS OF EMPLOYMENT STATUS**

**A. FULL-TIME EMPLOYEES:** A full-time employee shall be one who is employed full time on a minimum of thirty-four (34) hours per week basis for continuous service and who has completed a minimum of six (6) months of continuous work or service, interrupted only by absence with official permission. For employees hired prior to December 21, 1993, thirty (30) hours per week shall be utilized to determine full-time status.

**B. PROBATIONARY EMPLOYEES:** Employees who have been employed on a full-time or part-time year-round basis for a period of less than six (6) months and who will become full-time employees at the successful conclusion of six (6) consecutive months employment. Successful completion of the probationary period will not alter the employee's at-will employment status.

**C. PART-TIME EMPLOYEES:** Any employee who is employed on a less than thirty-four (34) hours per week basis for continuous service and who has completed a minimum of six (6) months of continuous work or service, interrupted only by absence with official permission. For employees hired prior to December 21, 1993, less than thirty (30) hours per week shall be utilized to determine part-time status. Part-time employees are not eligible for employee health and dental coverage. Sick/personal days are earned proportionate to the anticipated number of hours worked per month.

**D. TEMPORARY (SEASONAL) EMPLOYEES:** Temporary continuous appointment (i.e., a position which is clearly understood to be six (6) months in duration at the maximum) may be made for specified positions.

### **Section 2.2 EMPLOYMENT PROCEDURES**

- A. RECRUITMENT AND BACKGROUND REFERENCE CHECKS AND PREEMPLOYMENT INVESTIGATIONS:** The Executive Director should post an open position on the Kendall County Forest Preserve District website to start recruitment efforts and promptly remove the posting at the time of application deadline.

All new employees of the Kendall County Forest Preserve District will be employed strictly on merit. When possible, references from the most recent employers must be received prior to hiring an individual.

Employment history and references should be verified prior to hiring new full time or part time employees including interns. Other pre-employment investigation may include criminal history and other matter when pertinent to performance of the position. If the Executive Director determines questionable history during the pre-employment investigation of the preferred candidate, the Executive Director shall seek advice of the Kendall County Forest Preserve President prior to hiring the candidate. Convictions, if disclosed by the applicant, will not absolutely prohibit employment, but will be considered in relation to the specific job requirements. Consideration will be given to factors such as the age and time of the offense, the seriousness and nature of the violation, the relationship between the conviction and the job, the nature and number of convictions and rehabilitation. Hiring decision will follow applicable state and federal laws including American with Disabilities Act and Employee

**Polygraph Protection Act.**

Regardless of the nature and extent of the investigation into the applicant's background, investigations should be uniformly applied to all applicants.

All advancement will be made on the basis of ability and will include consideration of aptitude and attitude. Whenever possible, qualified employees will be upgraded to more responsible positions. If employment qualifications are equal, employees with longer service to the Kendall County Forest Preserve District will be given preference for advancement.

- B. **SELECTION:** The selection of all employees, other than department managers, shall be handled in the following manner: All applicants shall make application through the appropriate supervisor. The Executive Director or supervisor shall recommend personnel to be employed to the next level of authority, or Kendall County Forest Preserve District Board. This same policy of once removed authority shall also hold true for dismissal. The selection of and/or dismissal of a supervisor shall be made by a majority of the full Kendall County Forest Preserve District Board where applicable.
- C. **DISTRIBUTION OF KENDALL COUNTY FOREST PRESERVE DISTRICT EMPLOYEE HANDBOOK:** At the time of employment, this Employee Handbook will be made available to all employees.
- D. **EXAMINATION:** The Kendall County Forest Preserve District may conduct or arrange for examinations for such positions as may be deemed necessary and at such times and places as the needs of the Kendall County Forest Preserve District require. These tests will examine bona fide occupational qualifications of the position in question.
- E. **PHYSICAL EXAMINATION:** Employees may be required to submit to a physical examination. Such examination shall be conducted by a physician approved by the Kendall County Forest Preserve District. All such employees must be certified by the physician as being able to meet the physical requirements of their positions. The costs of the examination shall be incurred by the Kendall County Forest Preserve District.
- F. **DRUG TESTING:** The Kendall County Forest Preserve District reserves the right to require a drug test prior to employment or following a workplace accident. Those employees covered under collective bargaining agreements should refer to their contract requirements.
- G. **PERSONNEL FILE:** A personnel file will be established for all Kendall County Forest Preserve District employees. The Kendall County Forest Preserve District tries to balance the need to obtain, use and retain employment information with a concern for each individual's privacy. To this end, it attempts to maintain only the personnel information that is necessary for the conduct of its business or required by federal, state or local law. This information will be kept confidential and in the Kendall County Forest Preserve District's Main Office.

Reasonable access of an employee's personnel file for inspection by an employee or an authorized representative may be obtained upon written request by the employee. All requests for file inspection shall be governed by the Illinois Employee Access to Personnel Records Act, as amended, as well as the Illinois Freedom of Information Act, as amended.

The Kendall County Forest Preserve District shall provide the employee with the inspection opportunity within seven (7) working days after the employee makes the request, or if the Kendall County Forest Preserve District can reasonably show that such a deadline cannot be met, the Kendall County Forest Preserve District shall have an additional seven (7) work days to comply. Such access shall be limited to non-confidential personnel documents which are, have been, or are intended to be used in determining that employee's qualification for employment, promotion, transfer, additional compensation, discharge or other disciplinary

action.

After the review time provided, an employee may obtain a copy of the information or part of the information contained in his personnel record. The Kendall County Forest Preserve District may charge a fee for providing a copy of such information.

- H. **EMPLOYMENT ACKNOWLEDGEMENT:** A letter will be issued to successful candidates for all regular full-time and part-time positions. Included in this letter will be such information as job title, salary, expected starting date and other details pertinent to a newly hired employee. A copy of this letter, signed by the Executive Director will be maintained in the employee's personnel file.
- I. **CHANGE OF PERSONAL DATA:** It is to each employee's advantage to see that all personnel records are up to date. If there is a change in your name, address, telephone number, marital status, etc. at any time during your employment, notify the Kendall County Forest Preserve District's Executive Director and/or Human Resources Manager immediately. For any change in the number of tax exemptions claimed or change to an IMRF benefit, notify the Treasurer's office. For any changes affecting health and dental insurance coverage, notify the Office of the Treasurer. Having current and correct information is extremely important in cases of emergencies on the employee's part as well as the Kendall County Forest Preserve District's.
- J. **NEPOTISM POLICY:** The employment of a relative of any full-time Kendall County Forest Preserve District employee, in a full or part-time position, is prohibited if such employment shall cause the new employee to come under direct supervision of or provide direct supervision to the related full-time employee. For this purpose, a relative is defined as: husband, wife, sister, sister-in-law, brother, brother-in-law, grandson, granddaughter, mother, father, aunt or uncle, mother-in-law or father-in-law, son, daughter, half children, stepchildren, daughter-in-law or son-in-law.

Full-time Kendall County Forest Preserve District employees will not be considered for promotion or transfer if such change shall cause the employee to come under, or to provide, direct supervision to a related Kendall County Forest Preserve District employee.

**K. PROBATION:**

- 1. **Purpose:** The probationary period shall be utilized for the most effective adjustment of a probationary full-time or part-time employee and for the release of any probationary employee whose performance does not meet the required standards of work. It is the final determination of whether the person should be given regular status. Successful completion of the probationary period will not alter the employee's at-will employment status.
- 2. **Period of Time:** All full-time and part-time employee appointments are made for a probationary period of six (6) months, during which time the employee's performance is subject to review as to his competency to carry out the assignments of the position for which he was employed.

The Executive Director may extend this probationary period to a maximum of an additional three (3) months if, in his opinion, it is necessary.

- 3. **Regular Appointment:** Appointment to full-time or part-time employee classification will be given to any probationary employee upon satisfactory completion of six (6) month probationary period in the position to which he was appointed.
- 4. **Release:** An employee serving his probationary period may be released at any time without the right of appeal or hearing.

5. **Promotion and Reassignment:** A full-time employee who is reassigned to any other position may be required to serve a probationary period not to exceed six (6) months in the new position. Part-time employees who have served six (6) months or over may, if appointed to a full-time position in the same class or position, acquire full-time status on the effective date of the transfer.

L. **SUPERVISION:** The organization of the Kendall County Forest Preserve District shall be such that all employees have a clear understanding of their duties and/or to whom they are responsible or accountable.

Line of responsibility shall be direct. Supervisory responsibility descends from the top organization "through channels" to the employee who performs the units of work for which the respective department is organized. The employee who performs any unit of work reports to and is responsible to his immediate supervisor. No employee shall be required to be accountable to or direct the work of another employee of equal rank unless directed by the supervisor.

### Section 2.3

#### SEPARATION PROCEDURES

A. **SENIORITY/WORK FORCE REDUCTIONS:** The Kendall County Forest Preserve District has historically offered its employees steady long-term employment. However, should general economic conditions or some phase of the Kendall County Forest Preserve District's operations change significantly, a reduction in work force may be necessary. This will only be done after careful analysis of the staffing required to provide essential services. The Executive Director and Supervisors, subject to approval by the Kendall County Forest Preserve District Board or other appropriate boards, will determine which job classification will be affected by lay-offs.

Every effort will be made to transfer employees to another department rather than lay them off. When this is impractical, the Executive Director and supervisor will consider seniority where skill, qualifications, ability and performance factors are substantially the same in determining who to lay off.

Seniority is the continuous length of time an individual has been a regular full-time employee of the Kendall County Forest Preserve District. A person whose continuous regular employment with the Kendall County Forest Preserve District has been broken by a period of more than ninety (90) calendar days where he was not employed by the Kendall County Forest Preserve District and where he was not on sick leave or other approved leave of absence shall not have his service with the Kendall County Forest Preserve District prior to his resumption of regular employment counted as part of his seniority.

A regular full-time employee who is laid off only as a result of the necessity to reduce the number of Kendall County Forest Preserve District employees (reduction in force) will be given preference in filling positions which subsequently open and for which the employee is qualified.

B. **RESIGNATION:** A regular full-time or regular part-time employee resigning from a position should give sufficient notice of his intention to enable the Kendall County Forest Preserve District to make proper adjustments to procedure and staffing. Sufficient notice is two (2) weeks at a minimum. All regular full-time or regular part-time employee resignations shall be in writing and may contain the reasons for leaving. The resignation will be placed in the employee's personnel file. The Executive Director and/or Human Resource Manager is authorized to accept all resignations. The Personnel Action Form (PAN) is required to be filled out by the Executive Director and/or Human Resource Manager and forwarded to the

Treasurer's office.

- C. **EXIT INTERVIEW:** Any time an employee permanently terminates employment with the Kendall County Forest Preserve District an exit interview may be scheduled with the Executive Director or his supervisor and/or the Kendall County Forest Preserve District Human Resource Manager.

The employee is encouraged to provide input into matters directly associated with their employment with the Kendall County Forest Preserve District, such as discussing job satisfaction, training both in-house and outside, employee's impression of supervision, compensation and employee benefits, and general suggestions for improvement of the delivery of services to residents.

- D. **RETURN OF KENDALL COUNTY FOREST PRESERVE DISTRICT PROPERTY:** An employee leaving Kendall County Forest Preserve District employment, whether through resignation, lay-off or dismissal, shall return any property including uniforms, keys, equipment and identification cards in his possession to the appropriate location. Failure to return all Kendall County Forest Preserve District property may result in prosecution.

- E. **REINSTATEMENT:** Employees who have resigned while in good standing may be rehired. The conditions of rehire will be as a new employee and there shall be no carry forward of accrued service time, unless the rehire date occurs within ninety (90) calendar days (Section 2.3A)

Employees who resign while awaiting disciplinary action or who are discharged shall not be eligible for re-employment.

- F. **EMPLOYEE REFERENCES:**

All requests for reference information about a current or former Kendall County Forest Preserve District employee should be referred to the Executive Director and/or Human Resource Manager. It shall be the policy of the Kendall County Forest Preserve District that subjective or interpretive information about an employee's job performance will not be offered to those making reference inquiries. The Kendall County Forest Preserve District will only authorize the release of the following information:

- Job title
- General description of job responsibilities
- Length of employment (starting date, termination date)
- Final salary

Any other information provided by a department head will be considered a personal reference and the Kendall County Forest Preserve District will accept no responsibility for the information relayed.

#### Section 2.4 ILLINOIS CHILD LABOR LAW: EMPLOYMENT OF MINORS

The Illinois Child Labor Law regulates the employment of minors under the age of 16 and requires 14 and 15 year olds to have Employment Certificates. The Employment Certificates are issued by the County of local superintendent(s) of schools. While school is in session, children 14 and 15 years of age may work up to three hours per day; the combined hours in school and work may not exceed eight hours a day. When school is not in session (including summer vacation, holidays and weekends), children under the age of 16 may not work more than 8 hours a day; more than 6 days a week; more than 48 hours a week; between the hours of 7:00 PM and 7:00 AM (except between June 1 and Labor Day when working hours may be extended to 9:00 PM). A meal period of at least 30 minutes must be provided no later than the 5<sup>th</sup> hour of consecutive work. In addition, minors under the age of 18 will not be allowed to operate any mechanically powered equipment.

## CHAPTER III ADMINISTRATIVE POLICIES

### Section 3.1 RULES OF CONDUCT

The Kendall County Forest Preserve District expects its employees to exercise mature judgment and common sense in their employment, to give conscientious attention to their duties, to maintain a high level of efficiency and to conduct themselves in a manner that reflects well upon themselves, as well as on the Kendall County Forest Preserve District.

- A. **DRESS AND APPEARANCE:** The personal appearance of employees conveys to the public a general impression of the organization. The attire of the employee on the job should be in good taste, neat, clean, and appropriate for the duties performed. Each supervisor is responsible for establishing a reasonable dress code appropriate to the job the employee performs. Safety equipment and attire will be required for certain jobs. If required, uniforms and tools for specialized jobs will be provided.
- B. **EMPLOYEE COOPERATION:** As a part of a team providing services for the benefit of the public, each employee must cooperate with fellow workers and the public in order to set a high standard of work performance. Unwillingness or failure to cooperate shall be cause for disciplinary action.

The total staff of the Kendall County Forest Preserve District must function as a team, and each employee is required to make a positive contribution in the interest of reflective and efficient public service.

### Section 3.2 HOURS OF WORK

- A. **WORK WEEK:** The standard work hours for Kendall County Forest Preserve District employees will be thirty-seven and one half (37 ½) hours per week. The Main Office of the Kendall County Forest Preserve District is open from 8:00 a.m. to 4:30 p.m. Monday through Friday. The actual hours that an employee will work will be determined by the Executive Director and supervisor in accordance with the office hours approved by the Kendall County Forest Preserve District Board or authorized by statute. An employee may have one (1) hour for lunch and two (2) rest periods (one in the morning and one in the afternoon) of fifteen (15) minutes each. All offices will be open during lunch and coffee breaks, unless designated otherwise by the departmental committee.
- B. **OVERTIME:** Each position authorized by the Kendall County Forest Preserve District Board shall be designated as exempt or non-exempt in accordance with the provisions of the Fair Labor Standards Act.

Exempt positions are not eligible for overtime compensation either in the form of additional pay or time off.

For the purpose of calculating overtime pay during a holiday week, any hours worked on the actual holiday will be paid at 1.5 times the hourly rate of pay. Non-exempt employees will also receive holiday pay (7.5 hours for full time staff, or the pro-rated amount for part-time staff. For part time staff to receive holiday pay, the holiday must fall on their regularly scheduled work day. Natural Beginnings Early Learning Program staff will receive prorated holiday pay for all holidays occurring during the program year only.

All hours worked beyond 40 in a work week shall be compensated at the discretion of the Executive Director at either premium pay overtime rates (1.5 times the regular



hourly rate) or with compensatory time at 1.5 times the regular hourly rate. For the purposes of this computation, non-exempt salaried employees will have their hourly salaries calculated. The employee shall be permitted to use such compensatory time within a reasonable period after making a request for usage, provided such usage does not unduly disrupt the operations of the department. The employee may not accrue more than ten (10) days of compensatory time on a month to month basis. All additional time beyond ten (10) days shall be at the premium pay rate. All compensatory time must be taken with the year that it is earned, or can be extended by approval of the Executive Director. However, all District employees will be required to reduce their compensatory time carry over to no more than ten (10) days within the first quarter of each fiscal year. Any compensatory time not taken within the first quarter of the fiscal year shall be paid at the premium pay rate.)

Working in excess of the normal work hours within a work week requires prior approval by the Executive Director or employee's supervisor. The supervisor and the employee must agree, prior to working beyond the normal work hours, how time is to be compensated (i.e. compensatory time or cash payment).

- C. **ATTENDANCE:** It is the responsibility of the Executive Director and/or Human Resource Manager to prepare and maintain attendance records.

When a reporting employee is absent from a normally scheduled workday or absent from accepted overtime assignment, that employee is required to report that absence. When an employee knows he or she will be absent, that absence should be reported as far in advance as practical. All absences must be reported to the Executive Director or employee's supervisor. A physician's statement may be required for absences in excess of three consecutive workdays. Excessive absenteeism may result in disciplinary action up to and including termination.

- D. **EMERGENCY CLOSURES:** Kendall County Forest Preserve District facilities shall be open at all times during regular business hours. If an employee is unable to come in to work, the employee will make up the lost time. The buildings will be open in all instances except for a disaster. The Kendall County Forest Preserve District Executive Director and/or President or his designee will determine to close buildings whenever necessary.
- E. **SUGGESTIONS:** Employees are urged to make any suggestions they feel will be of benefit to the Kendall County Forest Preserve District and which would save time, reduce waste, promote safety and increase efficiency. Suggestions should be made to the Executive Director, employee's supervisor or District President.

### Section 3.3 SAFETY

The Kendall County Forest Preserve District policy is to provide safe and pleasant working conditions for all employees. Supervisors are required to follow insurance company recommendations for safety and utilize good judgment regarding health and safety for all employees. Should an employee incur a job-related injury or illness, the Kendall County Forest Preserve District provides insurance coverage for medical care and lost time from work. Upon occurrence of an accident or emergency, the Executive Director or employee's immediate supervisor should be notified immediately. Delay in filing official notice may result in loss or delay in receiving benefits.

The Kendall County Forest Preserve District develops, implements, and administers an all-encompassing safety program. The Kendall County Forest Preserve District maintains that its residents and employees are its most important asset. Therefore, their safety is the Kendall

County Forest Preserve District's greatest responsibility. In all of the Kendall County Forest Preserve District's assignments, the health and safety of all should be the utmost consideration.

Supervisors and other staff personnel at all levels of the Kendall County Forest Preserve District work force are directed to make safety a matter of continuing concern, equal in importance with all other operational considerations.

This program is part of management procedures designed to efficiently utilize Kendall County Forest Preserve District capital and personnel.

Every supervisor is responsible for developing positive safety attitudes among all the personnel under his or her supervision, and emulating a safety program in conjunction with the Kendall County Forest Preserve District program that will reduce conditions that can cause unnecessary injuries and accidents. It will also be the Executive Director or supervisor's responsibility to advise the Board Chairman of any federal, state and local standards with which compliance is felt to be lacking. Within the operational activities of any endeavor, there may be exposure to personal injury or property damage. A review of operations should include consideration of hazards which could be present. The possibility of unsafe job procedures and/or improper equipment can also contribute to the occurrence of an accident. Accidents are unplanned events which through proper planning can be minimized. Continual emphasis on safe working has been shown to significantly reduce injuries, property damage and work interruption. Every employee is charged with the responsibility of supporting and cooperating with the Kendall County Forest Preserve District Safety Program. All employees are expected, as a condition of employment, to adopt the concept that the safe way to perform a task is the most efficient and the only acceptable way to perform it. Safety adherence and performance will be considered as an important measure of supervisory and employee performance evaluation.

Kendall County Forest Preserve District Government facilities are currently subject to the 2000 International Fire Code which prohibits open flames in any area where combustible material is utilized or stored. Open flames can cause unpredicted fire and water damage. The Kendall County Forest Preserve District Board has resolved that candles and other open burning are expressly prohibited in all buildings owned, leased or maintained by Kendall County Forest Preserve District Government. (Resolution No. 03- 10 dated 8/19/03)

#### Section 3.4 REPORTS OF INJURY

- A. **SAFE WORK HABITS:** Each employee is required, as a condition of employment, to develop and exercise safe work habits in the course of their employment, to prevent injuries to themselves, their fellow employees and to conserve Kendall County Forest Preserve District property and equipment.
- B. **REPORTING:** Employees who are injured or become ill while performing their duties for the Kendall County Forest Preserve District shall make an immediate report of the injury to their immediate supervisor. The failure of an employee to report an on-the-job injury or illness shall be deemed to be grounds for disciplinary action up to and including discharge. Every injury, including those not requiring medical attention, shall be reported in writing to the Executive Director within twenty-four (24) hours of the injury.
- C. **IMMEDIATE MEDICAL CARE:** If an employee is injured to such an extent that the employee requires immediate medical care, the employee shall go immediately to a physician after notifying his/her supervisor.

- D. **RETURN TO WORK:** After medical attention, if the employee is released for regular or light duty, if available, the employee shall obtain from the attending physician a certification that the employee can return to work. Employees shall be required to release all medical information relative to the injury to the Kendall County Forest Preserve District's authorized agents. In addition, the employee shall be responsible for securing the necessary documentation to justify worker's compensation payments. In the case of an employee who has been released for light duty, said employee may be placed on light duty, if available.

**Section 3.5 OTHER ADMINISTRATIVE POLICIES**

- A. **CONFERENCES AND PROFESSIONAL ORGANIZATIONS:** In order for staff employees to keep abreast of new concepts and new methods of doing business, employees are encouraged to affiliate with professional organizations. Kendall County Forest Preserve District sponsored memberships and attendance at conferences and workshops must have prior approval by the Executive Director and /or President of the Forest Preserve.
  - Employees are not prevented from obtaining travel tickets and monies in advance for approved trips.
  - Reimbursement of lodging expenses shall be for a normally single room rate. Reimbursement of travel expenses shall be for the means of travel that is the least expensive and/or the most practical.

When attending a training seminar/conference which requires the use of the employee's personal vehicle, the employee shall be reimbursed at the mileage rate in accordance with the Internal Revenue Service's established rate.

The Kendall County Forest Preserve District does not discourage the attendance of spouses; however, cost for their attendance, lodging and other related expenses will not be incurred by the Kendall County Forest Preserve District.

- B. **BULLETIN BOARDS:** Bulletins and bulletin boards are the Kendall County Forest Preserve District's "official" way of keeping everyone informed about new policies, changes in procedures and special events. Information of general interest is posted regularly on the bulletin boards. Please form the habit of reading the bulletin boards regularly so that you will be familiar with the information posted on it. The Kendall County Forest Preserve District Board shall have the option of directing the removal of inappropriate material from all bulletin boards.
- C. **POLITICAL ACTIVITIES AND CONTRIBUTIONS:** The Kendall County Forest Preserve District employees have a constitutional right to engage in political activity through voluntary political contributions or voluntary political work. Nothing should be done to abridge the constitutional right of an employee to participate in the political process. An individual's employment with the Kendall County Forest Preserve District will not require him to participate in any political activity.

While in a duty status during regular working hours, Kendall County Forest Preserve District employees shall not participate in political activities.

No employee shall use or threaten to use the influence of his position of employment to coerce or to inhibit.

- D. **FLOWERS, DONATION AND GIFTS:** any flowers, plants, donations or other gifts given voluntarily by a department's employees as an expression of sympathy or illness or in celebration of a marriage, birthday, retirement or other occasion shall be made by

employee donation.

An expression of sympathy or long-term illness will be sent to any full-time employee or his/her immediate family member (father, mother, child or spouse) by the Office of Administrative Services on behalf of the Kendall County Forest Preserve District Board members and the Kendall County Forest Preserve District's employees.

E. **GIFTS AND GRATUITIES:** The Kendall County Forest Preserve District has a policy in place modeled after the State of Illinois Act which states that employees shall not solicit or accept, directly or indirectly, any gift, gratuity, favor, entertainment, loan or other thing of monetary value, except those of nominal value from any person, corporation or other organization, as outlined in the State Ban Gift Act.

F. **AUTO INSURANCE:** Employees required to use their own vehicle on Kendall County Forest Preserve District business must have auto insurance with at least the following coverage:

- \$20,000 for injury or death of one person in an accident;
- \$40,000 for injury or death of more than one person in an accident;
- \$15,000 for damage to property of another person

The defense and indemnity by the Kendall County Forest Preserve District will be, in all cases, secondary to the policy coverage mentioned above. It is the responsibility of each employee to maintain coverage as specified and by driving a vehicle while on the job, it is assumed that coverage is in force.

G. **USE OF KENDALL COUNTY FOREST PRESERVE DISTRICT EQUIPMENT AND VEHICLES:** Equipment and vehicles essential in accomplishing job duties are 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.

The employee should not use or allow the use of the Kendall County Forest Preserve District property for any activity other than official, approved duties.

Notify the Executive Director or your supervisor if any equipment, machines, tools or vehicles appear to be damaged, defective or in need of repair. Prompt reporting could prevent the deterioration of equipment and possible injury to employees or others. Failure to report damage caused by accidents with Kendall County Forest Preserve District equipment and vehicles shall be considered grounds for disciplinary action up to and including discharge. The Executive Director or supervisor can answer any questions about an employee's responsibility for maintenance and care of the equipment or vehicles used on the job.

The improper, careless, negligent, destructive or unsafe use or operation of vehicles, as well as excessive or avoidable traffic and parking violations, can result in disciplinary action, up to and including termination of employment.

H. **USE OF KENDALL COUNTY FOREST PRESERVE DISTRICT OFFICE EQUIPMENT:** Office equipment such as computers, printers and copiers must also be used with care by Kendall County Forest Preserve District employees. If any office machinery becomes inoperable or requires service, employees are to notify their supervisor and arrange for the necessary repair.

**NO SOLICITATION:** Solicitation will not be permitted during working time or during non-working time in areas where it will disturb other employees who are working. Distribution or circulation of printed material by employees will not be permitted during working time or

during non-working time in areas where it will disturb other employees who are working nor will distribution be permitted at any time, including working and non-working time, in working areas. "Working time" refers to that portion of any workday during which an employee is supposed to be performing any actual job duties; it does not include other duty free periods of time. Solicitation and distribution by non-employees on Kendall County Forest Preserve District property is strictly prohibited.

### Section 3.6 WORKPLACE VIOLENCE

The Kendall County Forest Preserve District's policy is to strive to maintain a work environment free from intimidation, threats, or violent acts. This includes, but is not limited to, intimidating, threatening or hostile behavior; physical abuse; vandalism; arson; sabotage; use of weapons; carrying unauthorized weapons of any kind while on duty, in Kendall County Forest Preserve District vehicles or on Kendall County Forest Preserve District property; or any other act, which, in your supervisor's opinion, is inappropriate to the workplace. In addition, jokes or offensive comments regarding violent events will not be tolerated and may result in disciplinary measures.

If an employee feels he has been subjected to any of the behaviors listed above or has witnessed such behavior, he is requested to immediately report the incident to his immediate supervisor, or to the Kendall County Forest Preserve District Executive Director. Complaints will be investigated. Based upon the results, disciplinary action up to and including termination will be taken against the offender, if appropriate. If a supervisor feels he has been subjected to any of the behaviors listed above or has witnessed such behavior by Kendall County Forest Preserve District Executive Director, he is requested to immediately report the incident to the Kendall County Forest Preserve District President.

The employee is also empowered to contact the proper law enforcement authorities without first informing the employee's supervisor if he reasonably believes a threat to his safety or that of others exists.

### Section 3.7 IDENTITY-PROTECTION POLICY

Kendall County Forest Preserve District, Illinois ("Kendall County Forest Preserve District") adopts this Identity-Protection Policy pursuant to the Identity Protection Act. 5 ILCS 179/1 *et seq.* The Identity Protection Act requires each local and State government agency to draft, approve, and implement an Identity-Protection Policy to ensure the confidentiality and integrity of Social Security numbers (SSNs) agencies collect, maintain, and use.

#### SSN PROTECTIONS PURSUANT TO STATE LAW

Whenever an individual is asked to provide the Kendall County Forest Preserve District with a SSN, Kendall County Forest Preserve District shall provide that individual with a statement of the purpose or purposes for which Kendall County Forest Preserve District is collecting and using the Social Security number. Kendall County Forest Preserve District shall also provide the statement of purpose upon request. That Statement of Purpose is attached to this Policy.

#### KENDALL COUNTY FOREST PRESERVE DISTRICT SHALL NOT:

- A. Publicly post or publicly display in any manner an individual's SSN. "Publicly post" or "publicly display" means to intentionally communicate or otherwise intentionally make available to the general public.
- B. Print an individual's SSN on any card required for the individual to access products or services provided by the person or entity.

- C. Require an individual to transmit a SSN over the Internet, unless the connection is secure or the SSN is encrypted.
- D. Print an individual's SSN on any materials that are mailed to the individual, through the U.S. Postal Service, any private mail service, electronic mail, or any similar method of delivery, unless State or federal law requires the SSN to be on the document to be mailed. SSNs may be included in applications and forms sent by mail, including, but not limited to, any material mailed in connection with the administration of the Unemployment Insurance Act, any material mailed in connection with any tax administered by the Department of Revenue, and documents sent as part of an application or enrollment process or to establish, amend, or terminate an account, contract, or policy or to confirm the accuracy of the SSN. A SSN that is permissibly mailed will not be printed, in whole or in part, on a postcard or other mailer that does not require an envelope or be visible on an envelope without the envelope having been opened.

In addition, Kendall County Forest Preserve District shall not:

- A. Collect, use, or disclose a SSN from an individual, unless:
  - 1. Required to do so under State or federal law, rules, or regulations, or the collection, use, or disclosure of the SSN is otherwise necessary for the performance of the Kendall County Forest Preserve District Executive Director;
  - 2. The need and purpose for the SSN is documented before collection of the SSN; and
  - 3. The SSN collected is relevant to the documented need and purpose.
- B. Require an individual to use his or her SSN to access an Internet website.
- C. Use the SSN for any purpose other than the purpose for which it was collected.

#### Requirement to Redact SSNs

Kendall County Forest Preserve District shall comply with the provisions of any other State law with respect to allowing the public inspection and copying of information or documents containing all or any portion of an individual's SSN. Kendall County Forest Preserve District shall redact SSNs from the information or documents before allowing the public inspection or copying of the information or documents.

When collecting SSNs, Kendall County Forest Preserve District shall request each SSN in a manner that makes the SSN easily redacted if required to be released as part of a public records request. "Redact" means to alter or truncate data so that no more than five sequential digits of a SSN are accessible as part of personal information.

#### Employee Access to Social Security Numbers

Only employees who are required to use or handle information or documents that contain SSNs will have access. All employees who have access to SSNs are trained to protect the confidentiality of SSNs. Training shall include instructions on the proper handling of information that contains SSNs from the time of collection through the destruction of the information.

<sup>1</sup> These prohibitions do not apply in the following circumstances:

- (1) The disclosure of SSNs to agents, employees, contractors, or subcontractors of a governmental

entity or disclosure by a governmental entity to another governmental entity or its agents, employees, contractors, or subcontractors if disclosure is necessary in order for the entity to perform its duties and responsibilities; and, if disclosing to a contractor or subcontractor, prior to such disclosure, the governmental entity must first receive from the contractor or subcontractor a copy of the contractor's or subcontractor's policy that sets forth how the requirements imposed under this Act on a governmental entity to protect an individual's SSN will be achieved.

(2) The disclosure of SSNs pursuant to a court order, warrant, or subpoena.

(3) The collection, use, or disclosure of SSNs in order to ensure the safety of: State and local government employees; persons committed to correctional facilities, local jails, and other law-enforcement facilities or retention centers; wards of the State; and all persons working in or visiting a State or local government agency facility.

(4) The collection, use, or disclosure of SSNs for internal verification or administrative purposes.

(5) The disclosure of SSNs to any entity for the collection of delinquent child support or of any State debt or to a governmental agency to assist with an investigation or the prevention of fraud.

(6) The collection or use of SSNs to investigate or prevent fraud, to conduct background checks, to collect a debt, to obtain a credit report from a consumer reporting agency under the federal Fair Credit Reporting Act, to undertake any permissible purpose that is enumerated under the federal Gramm Leach Bliley Act, or to locate a missing person, a lost relative, or a person who is due a benefit, such as a pension benefit or an unclaimed property benefit.

## STATEMENT OF PURPOSE FOR COLLECTION OF SOCIAL SECURITY NUMBERS

The Identity Protection Act, 5 ILCS 179/1, *et seq.*, requires each local and State government agency to draft, approve, and implement an Identity-Protection Policy that includes a statement of the purpose or purposes for which the agency is collecting and using an individual's Social Security number (SSN). This statement of purpose is being provided to you because you have been asked by Kendall County Forest Preserve District to provide your SSN or because you requested a copy of this statement.

### WHY DO WE COLLECT YOUR SSN?

You are being asked for your SSN for one or more of the following reasons:

- Vital records;
- Criminal background checks and internal verification;
- Internal verification;
- Administrative services; and/or

### WHAT DO WE DO WITH YOUR SSN?

- We will only use your SSN for the purpose for which it was collected.
- We will not:
  - o Sell, lease, loan, trade, or rent your SSN to a third party for any purpose;
  - o Publicly post or publicly display your SSN;
  - o Print your SSN on any card required for you to access our services;
  - o Require you to transmit your SSN over the Internet, unless the connection is secure or your SSN is encrypted; or
  - o Print your SSN on any materials that are mailed to you, unless State or Federal law requires that number to be on documents mailed to you, or unless we are confirming the accuracy of your SSN.

### Questions Or Complaints About This Statement Of Purpose?

Please submit your questions or complaints in writing to: Kendall County Forest Preserve District, Illinois, Attention: David Guritz, Executive Director, 110 W. Madison Street, Yorkville, Illinois 60560.

## **CHAPTER IV COMPENSATION AND PERFORMANCE**

**Section 4.1 PAY AND CLASSIFICATION PLAN:** The pay plan includes the minimum and maximum rate of pay for each position. It represents an orderly method of determining the salary of the position for the work performed.

Salary ranges shall be determined with regard to objective criteria:

- A. Ranges of pay for other Forest Preserve District positions
- B. Relative difficulty and responsibility of positions
- C. Availability of employees in particular occupational categories
- D. Rates of pay in other jurisdictions
- E. The financial policies of the Counties

And such other considerations which may be appropriate.

**Section 4.2 PAY PERIODS:** The frequency of pay periods has been established for the maximum convenience of both the Kendall County Forest Preserve District and its employees.

**PROCEDURE:** Employees are paid once every two weeks on Fridays (26 pay periods per year). When a payday falls on a holiday, the paycheck is distributed on the preceding workday.

**Section 4.3 PERFORMANCE APPRAISAL**

**A. PURPOSE:**

The Kendall County Forest Preserve District has developed a uniform performance appraisal system for all full-time and part-time employees. Pursuant to this system, an employee's performance is evaluated for the purpose of effective personnel control in matters including but not limited to the following: promotions, transfers, demotions, discipline, terminations and salary adjustments.

**B. RESPONSIBILITY:**

Performance appraisals are done by the immediate supervisor who is responsible for the work of the employee being evaluated. The immediate supervisor will discuss the performance appraisal with the employee. Performance appraisals become part of the employee's personnel records and a copy of each shall be contained in the employee's personnel file. Supervisors' performance appraisals will be done by the Executive Director of the Kendall County Forest Preserve District.

**C. FREQUENCY:**

Immediate supervisors shall appraise regular full-time employees on the basis of performance, efficiency, dependability, adaptability and other relevant job-related criteria at the end of the sixth (6<sup>th</sup>) month of their probationary period and in the month of July of each subsequent year of employment.

**D. FORM:**

The Kendall County Forest Preserve District approved personnel appraisal form will be utilized for this review process.

**E. UNSATISFACTORY EVALUATION:**



Any employee receiving an unsatisfactory evaluation is ineligible for a pay increase. They will be subject to appropriate disciplinary action up to, and including, dismissal.

**F. APPEAL:**

If an employee is not in agreement with his performance appraisal, he may request another interview with his reviewing supervisor. If an agreement is not reached, the employee may appeal in writing within five (5) work days to the next level reporting authority, i.e. Executive Director and/or Human Resource Manager for an impartial review of his service appraisal. A written decision shall then be rendered sustaining or modifying the rating to the employee within five (5) workdays.

**G. PERFORMANCE APPRAISAL:**

Non-bargaining unit employees short of completing their six months probationary period by the start of the new fiscal year (December 1) may be eligible for a salary increase after satisfactory completion of six months probation. The supervisor is required to plan such an increase and receive approval during the Kendall County Forest Preserve District's regular budget process. The supervisor has the discretion to give the increase, however, is not required to do so.

## **CHAPTER V BENEFITS**

### **Section 5.1 INSURANCE – EMPLOYEES AND DEPENDENTS:**

This portion of the Employee Handbook contains a very general description of the insurance benefits to which you may be eligible to receive as an employee of the Kendall County Forest Preserve District. Please understand that this general explanation is not intended to, and does not, provide you with all the details of these benefits. Summary plan descriptions (SPDs) which explain coverage of your health, dental and life insurance benefits in greater detail are available in the Office of the Treasurer's. The actual plan documents, which are available by making a written request to the Kendall County Forest Preserve District Executive Director, are the final authority in all matters relating to benefits described in this Employee Handbook or in the summary plan descriptions and will govern in the event of any conflict. To the extent that any of the information contained in this Employee Handbook is inconsistent with the official plan documents, the provisions of the official plan documents will govern in all cases. Nothing contained in the benefit plans described herein shall be held or construed to create a promise of employment or future benefits, or a binding contract between the Kendall County Forest Preserve District and its employees, retirees or their dependents, for benefits or for any other purpose. The Kendall County Forest Preserve District reserves the right, in its sole and absolute discretion, to amend, modify or terminate, in whole or in part, any or all of the provisions of the benefit plans described herein, including insurance carriers, health maintenance organizations, self-insurance, and/or any health benefits that may be extended to an employee's dependents. Further, the Kendall County Forest Preserve District reserves the exclusive right, power and authority, in its sole and absolute discretion, to administer, apply and interpret the benefit plans described herein, and to decide all matters arising in connection with the operation or administration of the plan.

The Kendall County Forest Preserve District provides life insurance, accidental death and dismemberment insurance, and dental insurance to the employee and the employee's qualified dependents. Plan documents for specific benefits are available at the Office of the Treasurers. To be eligible for these benefits, an employee must consistently work a minimum of thirty-four (34) hours per week. Dental and life insurance coverage shall commence on the first of the month after the employee has completed thirty (30) consecutive calendar days of continuous active employment with the Kendall County Forest Preserve District and shall

cease on the last day of the month in which any of the following events occur: the employee's final day of employment; when regularly scheduled hours are reduced below 34 hours per week; or upon another "qualifying event" as defined under the Consolidated Omnibus Budget Reconciliation Act ("COBRA").

The Kendall County Forest Preserve District also provides medical and hospitalization insurance to the employee and the employee's qualified dependents. Plan documents for specific benefits are available at the Office of the Treasurers. Dependent coverage at group rates is available. To be eligible for medical and hospitalization insurance, an eligible employee must consistently work a minimum of thirty (30) hours per week.

At the employee's option, the employee may elect coverage through any one of the applicable health insurance plans made available by the Kendall County Forest Preserve District. An employee will have up to thirty (30) days from the start of your employment to make your health insurance plan election. Once made, the employee's election is generally fixed for the remainder of the plan year. However, if a qualifying event (as defined under COBRA) occurs, an employee may make a mid-year change in coverage. Temporary or regular part-time employees are not eligible for health insurance, except those grandfathered under previous policy of the Kendall County Forest Preserve District.

Health insurance coverage shall commence thirty (30) calendar days following the employee's starting date of employment and shall cease on the earlier of the following events: the employee's final day of employment; when regularly scheduled hours are reduced below 30 hours per week; or upon another "qualifying event" as defined under the Consolidated Omnibus Budget Reconciliation Act ("COBRA").

Information packets describing the provisions of each insurance plan will be furnished to each employee upon the employee's commencement of employment.

A pre-tax deduction Section 125 Plan is available at the time of enrollment which allows employees to pay their share of the medical insurance premium with pre-tax dollars. The premium is taken out of the paycheck before taxes are calculated so Federal, State, Social Security or IMRF is not deducted from the premium.

All retired employees eligible to receive immediate retirement benefits from IMRF are eligible to participate until age 65 in the employer's health plans provided they assume payment of insurance premiums. At age 65, the retired employee will become eligible for Medicare and can obtain Medicare supplemental insurance either through the employer's health provider or a plan of their choosing at the employee's expense.

Eligible dependents under the age of sixty-five (65) years of retired employees sixty-five (65) years of age and over may participate until age 65 in the employer's health plans providing they assume payment of premiums.

Dental insurance may be continued for all retired employees and their dependents providing they assume payment of the insurance premium for as long as they wish coverage.

Any employee on IMRF disability is entitled to continue his coverage in the employer's health and dental plans providing the employee assumes payment of insurance premiums.

Insurance company representatives not currently affiliated with the Kendall County Forest Preserve District are prohibited from approaching any Kendall County Forest Preserve District employee during working hours with the exception of the benefits fair held by the Kendall County Forest Preserve District for its employees.

### Continuation of Medical Coverage (COBRA)

The Consolidated Omnibus Budget Reconciliation Act (COBRA) gives eligible employees and their qualified beneficiaries the opportunity to continue health insurance coverage under the Kendall County Forest Preserve District's health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events include: a reduction in the employee's working hours; termination of employment for reasons other than gross misconduct; divorce or legal separation; death of the employee; leave of absence; and a dependent child no longer meeting eligibility requirements. Under COBRA, the employee and/or qualified beneficiary pay the full cost of coverage after a qualifying event. Under COBRA, an administration fee may be charged for continuation coverage. The Kendall County Forest Preserve District will provide the employee with written notice of their rights under COBRA when a qualifying event occurs. Failure to timely elect continued coverage under COBRA may result in a loss of continued insurance coverage.

There may be other coverage options for eligible employees and their dependents to buy coverage through the Health Insurance marketplace. The Kendall County Forest Preserve District will notify the employee of the time period for which continuation coverage may be provided, or depending upon the employee's individual situation, the employee's options under the Health Insurance Marketplace.

### Section 5.2 WORKERS' COMPENSATION:

The Workers' Compensation law provides protection for employees experiencing occupational disabilities through accidents or illness arising out of and in the course of employment.

A. When an employee suffers an on-the-job injury, a "Report of Injury" form must be completed in every instance. If medical attention was required as a result of the injury or illness, a claim will then be filed with the Office of Administrative Services by the hospital and/or attending physician as directed by the employee receiving treatment.

B. All expenses involved with the treatment of the illness or injury are covered by the State of Illinois Workers' Compensation Act.

### Section 5.3 REIMBURSEMENT:

Pursuant to the Illinois Wage Payment and Collection Act, Kendall County Forest Preserve District will reimburse an employee for all necessary expenditures or losses incurred by the employee within the employee's scope of employment and directly related to the services performed for Kendall County Forest Preserve District. "Necessary expenditures" means all reasonable expenditures or losses required of the employee in the discharge of employment duties and that inure to the primary benefit of Kendall County Forest Preserve District. However, Kendall County Forest Preserve District is not responsible for losses due to an employee's own negligence, losses due to normal wear, or losses due to theft unless the theft was a result of the employer's negligence.

#### A. REIMBURSABLE NECESSARY EXPENDITURES

The following is a non-exhaustive list of expenditures that, depending on an employee's assigned job duties, may be authorized or required in writing by Kendall County Forest Preserve District, and if so, could qualify as "necessary expenditures" subject to reimbursement pursuant to the terms and conditions of this policy:

- Membership fees in professional organizations, which are pre-approved in writing by Kendall County Forest Preserve District;

- Registration fees for required business conferences and workshops, which are pre-approved in writing by Kendall County Forest Preserve District;
- Cell phone expenses, which are pre-approved in writing by Kendall County Forest Preserve District;
- Copying costs, which are pre-approved in writing by Kendall County Forest Preserve District;
- Postage costs, which are pre-approved in writing by Kendall County Forest Preserve District; and
- Office supplies that are pre-approved in writing by Kendall County Forest Preserve District and that are required for the employee to perform the employee's assigned job duties.

In addition to the above, the following travel-related expenses might, depending on an employee's assigned job duties, be authorized or required in writing by Kendall County Forest Preserve District and, if so, could qualify as "necessary expenditures" subject to reimbursement pursuant to the terms and conditions of this policy:

- **Travel Tickets:** Although an employee may obtain travel tickets in advance for approved business-related trips, the employee must receive prior written approval from Kendall County Forest Preserve District's Executive Director before purchasing the travel tickets.
- **Lodging:** Employees may be reimbursed for reasonable, business-related lodging expenses if an overnight stay is required. However, the employee must receive prior approval in writing from Kendall County Forest Preserve District's Executive Director.
- **Mileage:** When attending a pre-approved training seminar, business conference and/or other meeting as part of the employee's job duties, which requires the use of the employee's personal vehicle, the employee shall be reimbursed at the mileage rate in accordance with the Internal Revenue Service's established rate, provided the employee has received prior written approval from Kendall County Forest Preserve District's Executive Director. When submitting a mileage reimbursement form, the employee shall attach a printout from [www.Mapquest.com](http://www.Mapquest.com) or comparable website, which shows the total mileage traveled for which the employee is seeking reimbursement pursuant to the terms and conditions of this policy.
- **Meals:** Employees traveling overnight may be paid a per diem amount designed to cover the cost of three (3) meals per day for all days of travel other than the day of departure and return, provided such expense has been pre-approved in writing by Kendall County Forest Preserve District. Reimbursement for meals within a 30-mile radius of Kendall County Forest Preserve District is generally not allowable, unless pre-approved in writing by Kendall County Forest Preserve District. Kendall County Forest Preserve District utilizes the per diem rates as established by the U.S. General Services Administration. These per diem rates may be found under the link "Per Diem Rates" at the following website: <http://www.gsa.gov>. If an employee is attending a conference or some other event and one or more meals are provided to the employee as part of the event, the amount of the employee's per diem shall be prorated based upon the number

of meals received at the conference or event.

The employee shall not receive reimbursement for any expenses incurred by the employee’s spouse or any other third party travelling with the employee. Also, no employee will be reimbursed for any alcohol or entertainment expenses as such expenses are not necessary expenditures. For purposes of this policy, “entertainment” includes, but is not limited to shows, amusement centers, theaters, circuses, casinos, concerts, and sporting events.

**B. REIMBURSEMENT PROCEDURES**

**1. Employee Must Obtain Pre-approval Before Incurring the Necessary Expenditure Or Loss.**

Before incurring any necessary expenditure or loss, the employee shall be required to obtain written approval from Kendall County Forest Preserve District Executive Director that (a) the expense is a necessary expenditure or loss that would be subject to reimbursement pursuant to this policy; and (b) if so, what proportion of the necessary expenditure is directly related to the services performed and would be reimbursable. An employee’s request for reimbursement may be denied by Kendall County Forest Preserve District if the employee has failed to comply with this requirement prior to incurring the necessary expenditure or loss.

**2. Employee Must Submit A Request for Reimbursement With Supporting Documentation.**

In order to receive reimbursement for all necessary expenditures, the employee shall submit a request for reimbursement of any necessary expenditure with supporting documentation (i.e., a receipt or Mapquest printout) to Kendall County Forest Preserve District within thirty (30) calendar days after the employee incurred the expense. If supporting documentation is nonexistent, missing, or lost, the employee shall submit a signed statement to Kendall County Forest Preserve District on a form approved by Kendall County Forest Preserve District.

**C. FAILURE TO COMPLY WITH THE POLICY**

If the employee fails to comply with any aspect of this policy, Kendall County Forest Preserve District reserves the right in it’s sole discretion to deny the employee’s request for reimbursement. Only pre-approved necessary expenditures and losses submitted in accordance with this policy will be reimbursed.

**Section 54 CREDIT UNION**

All regular full-time and part-time employees and their immediate families, as well as retired employees, are welcome to join the Aurora Earthmovers Credit Union. Employees can join any time beginning with the first day of employment. Please call the Credit Union for further details. Satellite Office closed on Wednesday.

Main Office Location:	2195 Baseline Road Oswego, Illinois 60543
Telephone:	630.844.4950
Satellite Office:	Washington Street & Route 71 Oswego Plaza Oswego, Illinois 60543
Telephone:	630.554.4040

**Section 5.5      EMPLOYEE ASSISTANCE PROGRAM**

The successful operation of the Kendall County Forest Preserve District depends on the physical and psychological health of all its employees. To attain that goal, the Kendall County Forest Preserve District has available to all employees, an Employee Assistance Program (EAP) which is designed to provide a confidential service for our employees whose personal problems are affecting their abilities to function at top efficiency in their work. This service is available to all employees and their immediate families. Professionals are specially trained in specific problem areas, including:

- Alcoholism
- Domestic violence
- Drug dependency
- Eating disorders
- Emotional illness
- Family problems
- Financial problems
- Legal problems
- Marital conflict

Confidentiality and EAP Procedure

Confidentiality is one of the most important aspects of the program. If an employee contacts the Employee Assistance Program directly, no one in the Kendall County Forest Preserve District will know about it unless they tell them. No information concerning the nature of their problem will be released without their written consent. Participation in the Employee Assistance Program will not affect future promotional opportunities. The Kendall County Forest Preserve District assumes the costs for the Employee Assistance Program assessment and referral. Other costs, like treatment, may be covered in part or in full by the group insurance plan. Asking for assistance does not mean that an employee will be obligated to accept or continue it.

The Employee Assistance Program can be reached at 1.800.272.7255

**Section 5.6      DEFERRED COMPENSATION:**

The Kendall County Forest Preserve District has adopted deferred compensation plans that make it possible for employees to defer income and the payment of taxes on these deferred amounts until a later date. The Kendall County Forest Preserve District places this money in a tax deferred investment of the employee's choice to earn tax deferred interest until he is ready to receive distributions, usually at retirement.

Deferred compensation is a convenient method of accumulating money to help meet future financial objectives. It is not intended for savings or for investments of a short-term nature since monies deferred are generally not available unless an employee terminated employment or retires.

The Treasurer's Office can provide further information on this program.

**Section 5.7      RETIREMENT:** The Illinois Municipal Retirement Fund provides employees of local governments and school districts in Illinois with a sound and efficient system for the payment of retirement, disability and death benefits. These benefits, payable to qualifying members are in addition to those provided by Social Security.

### Employees Covered

Participation is compulsory at the time of employment if the employee occupies an IMRF qualified position; that is, one normally expected to require performance of duty for 600 or more hours in the next 12 months. It is the expected annual hourly requirements that determine participation. Actual hours worked may be more or less than the hours expected.

### IMRF Funding

Benefits are funded by employee and employer contributions. Employees pay 4½% of their earnings through payroll deductions. Member contributions are not subject to either Federal or Illinois income tax when paid to IMRF.

A comprehensive brochure is available in the Kendall County Forest Preserve District Treasurer's Office which outlines death, disability and retirement benefits under IMRF. The Kendall County Forest Preserve District Treasurer is the authorized IMRF agent for the Kendall County Forest Preserve District. Also, an IMRF representative is available to answer any questions.

### Section 5.8

**IMRF DISABILITY BENEFIT:** Participating employees (IMRF) are eligible for IMRF disability benefits if they have a non-work related illness or injury which prevents the performance of job duties. The employee must have at least twelve (12) months continuous IMRF participating service immediately before being disabled, is under age 70, and not receiving any earnings from the Kendall County Forest Preserve District (salary, vacation pay, sick pay). In addition, the disability for which benefits are claimed cannot be the result of a condition which existed prior to the first date of the member's participation.

It is the employee's responsibility to apply for I.M.R.F. disability benefits when it is determined by the employee's physician that the employee will be disabled for more than 30 days in a row.

After the employee has applied to I.M.R.F. and certified to receive disability benefits, the employee must use ten (10) consecutive work days of sick/personal leave (whether paid or unpaid) for this specific illness or injury. After the employee has taken ten (10) consecutive work days of sick/personal leave, the Kendall County Forest Preserve District will provide full pay for scheduled work days and paid holidays until the date I.M.R.F. disability benefits commence. Employees should consult current IMRF publications for details on benefit amounts. (Revision dates 12-16-03 & 8/19/2008)

In lieu of utilizing unpaid sick/personal leave, the employee may elect to use vacation days to satisfy the ten (10) day requirement. The employee may also use accrued sick leave or vacation days to forestall the 50% disability pay.

If an employee is disabled but wants to re-enter the work force, the Kendall County Forest Preserve District offers a trial work period. The employee may be able to return to work part time without losing all of their IMRF disability benefits.

Under the IMRF's trial work period, a disabled employee may return to work part time as a way of easing back into the work force. IMRF disability benefits would be reduced dollar-for-dollar by the amount of trial work earnings. IMRF will do this for up to twelve (12) months. One trial work period is allowed for each disability. IMRF disability benefits will stop if the employee returns to work full time or for as many hours as was normal before the disability occurred.

## CHAPTER VI PAID AND UNPAID LEAVES

### Section 6.1 VACATIONS:

All regular full-time employees are eligible for paid vacation benefits. The length of eligible service is calculated on the employee's date of hire. Eligible employees shall earn vacation time in accordance with the following schedule:

0-6 Years of Service	10 paid vacation days
7-14 Years of Service	15 paid vacation days (the first day of the month following the employee's completion of their 6 <sup>th</sup> Anniversary).
15 or More Years of Service	20 paid vacation days (the first day of the month following the employee's completion of their 14 <sup>th</sup> Anniversary).

Vacation accrual is earned and credited at the conclusion of each month, as outlined in the following table:

YEARS OF SERVICE	DISTRIBUTION AT BEGINNING FIRST OF MONTH	ANNUAL TOTAL
0-6 years	6.25 hours or .83 days	10 days (75 hours)
7-14 years	9.375 hours or 1.25 days	15 days (112.5 hours)
15 or more years	12.5 hours or 1.67 days	20 days (150 hours)

**A. VACATION AVAILABILITY:** This vacation will be available to all employees as earned with distribution at the end of each month. Part-time employees working a minimum of one thousand forty (1,040) hours annually, twenty (20) hours per week, shall be entitled to vacation time on a pro rata basis.

**B. VACATION SCHEDULES:** Vacations will be scheduled with prime consideration given to the efficient operation of each department. While employee's requests will be honored whenever possible, final approval must be given by the department head, or the Kendall County Forest Preserve District Executive Director to provide continuity of operations.

**C. MAXIMUM ACCUMULATION:** Employees shall be allowed to carry over from month to month no more than two-and-one half (2 ½) times an employee's annual accrual rate. For example, a second (2<sup>nd</sup>) year employee can carry over no more than twenty-five (25) days of vacation leave from one month to the next. However, all District employees will be required to reduce their vacation time carryover to no more than one-and-one-half (1.5) times a employee's annual accrual rate within the first quarter of each fiscal year.

**D. VACATION/COMPENSATORY TIME PAYMENT UPON TERMINATION OF EMPLOYMENT:**



Any employee leaving the Kendall County Forest Preserve District in good standing shall be compensated for vacation leave and compensatory time earned and unused at the date of termination of employment, at the employee's current pay rate.

E. HOLIDAYS DURING VACATION LEAVE: Whenever a paid holiday falls during an authorized vacation leave, the employee's leave on the date of the paid holiday shall be considered a holiday for payroll purposes, and shall not be charged to the employee's accumulated vacation leave.

For active employees, no salary payment shall be made in lieu of vacation not taken on a yearly basis.

Section 6.2 SICK/PERSONAL DAYS:

The personnel policy regarding sick leave and personal leave for Kendall County Forest Preserve District employees stipulate that:

A. Sick leave and personal leave are one and the same during the year they are earned. Unused sick/personal leave is carried over each year as Banked accrued sick leave (not personal leave) and may be accumulated to a sum not to exceed two hundred forty (240) days. Upon termination with the Kendall County Forest Preserve District, the employee is not entitled to additional compensation for any unused sick/personal days in the current year or any accrued sick days from prior years.

Retiring IMRF members, 55 years and older, qualify for a maximum of one year of additional pension service credit for unpaid, unused sick leave accumulated at the rate of one month for every 20 days of unpaid, unused sick leave or fraction thereof.

B. All full-time Kendall County Forest Preserve District employees are granted twelve days of sick/personal leave on the first day of the fiscal year (December 1). Permanent part-time Kendall County Forest Preserve District employees earn sick/personal leave proportionate to their average number of hours worked per month.

Beginning December 1, 1999 new full-time employees will be granted sick/personal days as follows:

<u>Commencing Work</u>	<u>Days</u>
Dec., Jan., Feb.	12
March, April, May	9
June, July, August	6
Sept., Oct., Nov.	3

C. Each Kendall County Forest Preserve District employee has the option of trading up to twelve days of their current annual unused sick/personal leave benefit for one fourth (1/4) of their daily pay rate of the year of accrual. Application for this trade must be made in writing no later than October 31 of each fiscal year. Employees wishing to trade their unused sick/personal leave days must request this in writing to the Human Resources, Accounting and Reservation Manager who will then submit this request to the Kendall County Forest Preserve District Executive Director. The Human Resources, Accounting and Reservation Manager will certify the number of days which they are entitled to trade and submit this information in writing to the Kendall County Treasurer's office. If sick/personal days are taken after this trade and prior to the first day of the next fiscal year, they will be deducted from the next fiscal year's twelve days for sick/personal. Employees are not eligible to receive the sick/personal day payback before their six (6) month probationary period has been successfully completed.

Banked sick leave may only be used for an employee's illness. Sick leave is a privilege, not a right,

extended to regularly scheduled employees and qualified part-time employees. Sick leave shall be allowed only when the employee is actually sick or disabled, or when there is an illness in the employee's family (i.e., spouse, child (birth, adopted step) or parent. A maximum of twelve (12) sick days may be used when there is an illness in the employee's family per year. *Banked sick leave may only be used after all sick/personal days granted in the active fiscal year have been exhausted.* (Revision date: 9/17/02)

**D. Approval of Sick/Personal Days**

1. Use of sick/personal is subject to approval by the employee's supervisor or the Executive Director. When an employee is incapacitated; it is his/her responsibility to notify the supervisor or the Executive Director at the earliest possible moment. Such notification should include the employee's best estimate of the duration of the absence, if possible.
2. Requests for sick day use for medical, optical and dental examinations or treatments must be made prior to the beginning of the absence and should be made so as to create minimal disruption of work schedules.
3. All absences charged to sick/personal days must be reported by the employee's time sheet and turned into the Human Resources, Accounting, and Reservation Manager. Sick leave requests should be submitted weekly in cases where an employee is absent for an extended period of time. Disapproved sick/personal day requests will be returned to the employee with full explanation for denial.
4. When a supervisor has reason to believe that the sick day privilege is being abused, proof may be required of individual employees for every absence, regardless of the period of time. Prior to use of this control, the employee in question must be counseled and notified of the constraint being placed upon the use of sick days. For periods of absence of more than three consecutive work days, the employee may be required to provide a physician's statement.

**Section 6.3**      **BEREAVEMENT:** Up to three (3) paid days per occurrence may be allowed for a Death in the immediate family. Immediate family is defined for the purposes of this section to be spouse, mother, father, child, brother, sister, grandmother, grandfather, spouse's relatives of the same degree of blood relationship and any blood relative who resides in the employee's home. These paid days are considered as bereavement days and not sick/personal days. If any additional time is needed, the time off may be taken from paid vacation/sick/personal days, with approval of the Executive Director. This is applicable only to full-time employees.

**Section 6.4**      **HOLIDAYS:** Annually, the Kendall County Forest Preserve District Board specifies the paid holidays for not-court related and the Chief Judge specifies the paid holidays for court-related offices for the coming year.

For full time employees, holiday pay is 7.5 hours for full day holidays, and 4-hours for half-day holidays.

For part-time employees, the employee receives holiday pay only when the holiday falls on the employee's regularly scheduled work day.

If a regular part time employee works on a designated holiday, and that holiday falls on the employee's regularly scheduled workday, the employee will receive holiday pay at their hourly rate of pay in accordance with that employee's prorated full time equivalency calculation, plus one and half time their rate of pay for any hours of work performed on the actual holiday. Holiday pay for part time employees is based on that employee's prorated full time equivalency calculation.

For example: An employee worked 1,200 total hours in the prior fiscal year:  
1,200 hours divided by 1,950 hours (FTE) = .615 FTE x 37.5 hours divided by 5 days = 4.62 hours for holiday pay.

For Natural Beginnings program staff, the policy for holiday pay will be as follows:

- a. Only during the active program year (ie; not in summer)
- b. Only when the date falls on a regularly scheduled work day during the school year.

**Section 6.5** JURY DUTY: Court leave shall be granted to employees who are called to jury duty or are required to be absent from work because of subpoena from any legislative, judicial or administrative tribunal. Time away from work with pay and regular benefits shall be granted for such purposes. Per Diem court reimbursement must be written over to the Kendall County Forest Preserve District so jury duty pay will be written over to the Kendall County Forest Preserve District for the portion of the day normally worked by a part-time employee.. Employees are expected to return to work whenever possible during jury time and carry out as many of their job responsibilities as time permits during regularly scheduled working hours.

**Section 6.6** FAMILY MEDICAL LEAVE (FMLA) POLICY: The Family and Medical Leave Act (FMLA, 1993) mandates a maximum of twelve (12) weeks of unpaid leave to eligible employees under certain circumstances.

**A. FMLA EFFECTIVE CONDITIONS**

1. The arrival of a new child by birth, adoption or foster care placement for the purpose of bonding. If the biological, adoptive, or foster parent(s), the step parent, legal guardian(s) or parent(s) in loco parentis are both employees, the total combined leave is twelve (12) weeks, not twenty-four (24) weeks. This right to a "bonding" leave expires twelve (12) months from birth or placement for adoption or foster care.

2. The care of a child, parent or spouse who has a serious health condition if it is medically determined that the care given by an employee is necessary. The term "parent" does not include in-laws for the purpose of this policy. For purpose of these care-giving leaves, the child, parent or spouse must be either: (a) an overnight in-hospital patient; (b) in a hospice; (c) in a nursing home; (d) absent from work or school for more than three (3) days; (e) require active assistance with daily life activities; (f) be under continuing treatment by, or supervision of a health care provider; or (g) have either an incurable condition or one that if not cared for, would cause incapacity for more than three (3) days. The care-giving twelve (12) week leave is available to each of the employee parents of the child or the employee child of the parent.

3. An employee's serious health condition, including (a) work related and non-work related illnesses or accidents, involving overnight in-hospital care, or (b) an absence from work for more than three (3) work days due to the need for continuing treatment by a health care provider and supported by a medical certification that states the employee cannot perform the essential function(s) of the position.

**B. ELIGIBILITY:**

To qualify for a FMLA leave, an employee must have accumulated twelve (12) months of employment by the date the requested leave is to start and must have worked one thousand two hundred and fifty (1,250) hours during the prior twelve (12) months. If an employee meets these qualifications, an employee will receive 12 weeks of leave in the 12-month period measured forward from the date an employee's first FMLA leave begins.

**C. NOTIFICATION REQUIREMENTS**

1. The request for FMLA leave should be submitted in writing to the Human Resources, Accounting and Reservation Manager or the Executive Director. If a department manager is requesting FMLA leave, then the Executive Director or President of the Kendall County Forest Preserve District shall be the deciding authority.
2. When requesting leave for the birth, adoption or foster care placement of a child, an employee must give thirty (30) days' notice or, if not possible due to unforeseen circumstances, the maximum notice practicable. An employee will be required to take all twelve (12) weeks consecutively.
3. For care of a seriously ill child, spouse or parent, or for an employee's own serious health condition, the employee must give thirty (30) days' notice, or if not possible due to unforeseen circumstances, as much notice as is practicable. In any event, the employee must provide medical certification of the need for the employee to provide care or of the employee's disability within fifteen (15) days of the commencement of the leave.

If the employee requests and the request is medically certified as necessary, the Kendall County Forest Preserve District will arrange an intermittent or reduced leave schedule for taking the twelve (12) weeks leave (450 hours for administrative personnel, 480 hours for sworn police and other not-administrative personnel). An intermittent or reduced leave for regular part-time employees will translate to the number of hours in their regular work week times twelve (12). The alternative schedule must be the least disruptive to the Kendall County Forest Preserve District operations and may include transfer to another position that has equivalent pay and benefits.

**D. PAID TIME SUBSTITUTIONS FOR UNPAID FMLA**

1. For a personal non-job-related illness or accident, the employee is required to use all paid sick leave, personal days and vacation days toward the FMLA leave, unless otherwise receiving compensation through the Kendall County Forest Preserve District's disability benefit. If the employee applies for and is granted disability benefits under the provisions of the Illinois Municipal Retirement Fund (IMRF) or Sheriff's Law Enforcement Police (SLEP), the requirement to utilize paid leaves as stated above is not in effect during the time of disability.
2. For the adoption or foster care placement of a child, the employee is required to use all vacation days toward the FMLA leave.
3. For care of a spouse, child or parent with a serious health condition, the employee is required to use all vacation days toward the FMLA leave.
4. For an employee's job related illness or accident, paid benefits during this time will be according to Worker's Compensation requirements; however, leave time shall be designated as an FMLA leave including any time off for required therapy or doctor visits.

**E. HEALTH CARE AND OTHER BENEFITS**

1. An employee granted FMLA leave under this policy will continue to be covered under the Kendall County Forest Preserve District's group health insurance plan

under the same conditions as coverage would have been provided if the employee had been continuously employed during the leave period.

Employee contributions will be required either through payroll deduction or by direct payment to the Kendall County Forest Preserve District.

a. If paid leave is substituted for unpaid FMLA leave, the Kendall County Forest Preserve District will deduct the employee's portion of the health plan premium as a regular payroll deduction.

b. If FMLA leave is unpaid, the employee will be required to pay his or her share of health insurance premiums on the same time schedule as he or she would under COBRA. Employee contribution amounts are subject to any change in rate that occurs while the employee is on leave. If an employee's contribution is more than 30 days late and 12 weeks of FMLA leave have been utilized, the Kendall County Forest Preserve District will terminate the employee's insurance coverage. The employee will be notified at least 15 days before the coverage lapses.

c. Pursuant to this policy, the Kendall County Forest Preserve District has the right to seek reimbursement from the employee for costs incurred for health insurance premiums on behalf of the employee during the leave of absence. Prior to leave and again upon returning to work, the payroll office will provide Salary Withholding Authorization forms to be completed by the employee.

2. Other elective payroll deductions including but not limited to AFLAC, prepaid legal services, and I- Bonds, are the responsibility of the employee. Costs advanced by the Kendall County Forest Preserve District are subject to the same Salary Withholding Authorization as health insurance benefits.

3. Holiday pay will not be paid during the FMLA leave, except in those instances where the employee is on an intermittent or reduced schedule which makes the employee eligible for holiday pay or where employee is utilizing paid leave during the FMLA leave when the holiday occurs.

4. If while on an FMLA designated leave, the employee is required to serve on a jury or in the military, no make-up pay will be granted, nor will paid funeral leave (emergency leave) benefits be paid.

5. During the period of all FMLA leaves, the employee should verify with the representatives of IMRF to whether or not they will continue to be credited with service time without loss, for the purpose of calculating benefits.

6. If the employee is on an intermittent or reduced schedule, the effective hourly rate of pay will be continued for hours worked as if leave had not been taken. This is true of hourly and salaried employees. For the hours lost, paid leave time may be substituted as discussed under the "Paid Time Substitutions for Unpaid FMLA" section of this policy.

#### F. RETURNING TO WORK

1. Upon return from an FMLA leave for the employee's own serious health condition, the employee will be required to furnish from the attending physician a certification that the employee is fit for duty and can perform the essential function(s) of the regular job (or to the job to which restored, if different) together with any restrictions and the reasons for the restrictions.

Upon the expiration of the designated FMLA leave, the employee will be restored to the regular position or to an equivalent position in pay, benefits and other terms and conditions of employment, if the employee would not have been terminated during the period while the employee was on leave because of general economic conditions of employment or due to a restructuring of the department, division or the Kendall County Forest Preserve District. That is, the designated FMLA leave does not guarantee a restoration of employment. The employee will be treated the same as any other employee similarly positioned and actively at work on the date of the reduction in force and/or restructuring.

2. All benefits, increases, general wage increases or other terms and conditions of employment generally applicable to the position will be restored to the employee as if the employee had not been on leave.

3. If the employee fails to return to work upon expiration of the designed FMLA leave, the employee may lose the right to restoration to the job. If the reasons for not returning from the FMLA leave are reasons within the employee's control, the Kendall County Forest Preserve District will recoup from the employee the Kendall County Forest Preserve District's cost of health care premium costs, paid on the employee's behalf during the FMLA leave.

#### G. DEFINITIONS

1. **CHILD.** A child is a biological, adopted or foster child; step child; legal ward or a child for which an employee has daily responsibility for care and financial support of the child, i.e., in loco parentis.

Additionally, a child, as above defined, includes one who is over eighteen (18) and is either so mentally or physically impaired, that he or she requires active assistance with activities of daily living due to substantially limited major life activities.

2. **PARENT.** A parent is the biological parent or who to whom the employee was the child of a parent in loco parentis. This does not include grandparents or in-laws.

3. **SPOUSE.** The legal spouse.

4. **SERIOUS HEALTH CONDITION.** This term means an illness, injury, impairment, or physical or mental condition that involves in-patient care in a hospital, hospice, or residential medical care facility, or continuing treatment by a health care provider. It is not intended to cover short-term conditions for which treatment and recovery are very brief. Conditions or medical procedures that would not normally be covered include minor illnesses which last only a few days and surgical procedures which typically do not involve hospitalization and require only a brief recovery period.

#### 5. CONTINUING TREATMENT.

a. The employee or family member is treated two (2) or more times for the injury or illness by a health care provider. Normally this would require visits to the health care provider or to a nurse or physician's assistant under the direct supervision of the health care provider.

b. The employee or family member is treated for the injury or illness two (2) or more times by a provider of a health care service (e.g. physical therapist) under orders of, or on referral by a health care provider, or is treated for the injury or illness by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider – for example, a course

of medication or therapy to resolve the health care condition.

c. The employee or family member is under the continuing supervision of, but not necessarily being actively treated by a health care provider, due to a serious long-term or chronic condition of disability which cannot be cured. Examples include: persons with Alzheimer's disease, persons who have suffered a severe stroke, or persons in the terminal stages of a disease who may not be receiving active medical treatment.

6. INTERRELATION OF LEAVES. Any leave taken pursuant to this policy, other Kendall County Forest Preserve District policies, a collective bargaining agreement, or law which qualifies as leave under the FMLA or any applicable state, family or medical leave act, will be counted against the employee's available leave under the applicable Kendall County Forest Preserve District policy(ies), collective bargaining, and/or law, as well as the available leave under the FMLA or applicable state law, to the extent permitted by such applicable law.

#### Section 6.7

**MATERNITY ACCOMMODATIONS POLICY:** Pursuant to the Illinois Human Rights Act, Kendall County Forest Preserve District will provide reasonable accommodation(s) to pregnant applicants and employees, if requested, provided the accommodation does not cause undue hardship on the Kendall County Forest Preserve District's ordinary business operations. For purposes of this policy, pregnancy includes pregnancy, childbirth, or medical or common conditions related to pregnancy or childbirth. Reasonable accommodations may include, but are not limited to:

- More frequent or longer bathroom breaks;
- Breaks for increased water intake and periodic rest;
- A private non-bathroom space for breastfeeding and expressing breast milk;
- Seating;
- Assistance with manual labor;
- Temporary light duty;
- Temporary transfers to less strenuous or hazardous positions;
- Accessible worksites;
- The acquisition or modification of equipment;
- Temporary job restructuring;
- Temporary part-time or modified work schedules;
- Appropriate adjustments or modifications of examinations, training materials, or policies;
- Temporary reassignment to a vacant position; and/or
- Time off to recover from childbirth and leave required by the employee's pregnancy, childbirth or related conditions.

Reasonable accommodations do *not* include the creation of additional employment opportunities; discharge or transfer of another employee; or promotion to a position for which the applicant/employee is not qualified. If a pregnant applicant or employee is requesting a reasonable accommodation due to their pregnancy, she must submit her request in writing to her immediate supervisor and/or department head. The applicant/employee may be required to provide documentation from her health care provider concerning her need for the requested accommodation. The applicant/employee's failure to cooperate in this interactive process could result in denial of the requested accommodation.

Absent a showing of undue hardship by Kendall County Forest Preserve District, an

employee who has been affected by pregnancy, childbirth, or medical or common conditions related to pregnancy or childbirth must be reinstated to the same or equivalent position with equivalent pay and accumulated seniority, retirement, fringe benefits, and other applicable service credits upon the employee's return to work and/or when the employee's need for reasonable accommodation ceases, whichever occurs later.

Retaliation is prohibited against any applicant or employee because he has requested, attempted to request, used or attempted to use a reasonable accommodation pursuant to the Illinois Human Rights Act.

**Section 6.8** **IMRF DISABILITY LEAVE:** IMRF may provide temporary or total disability benefits for those employees unable to continue the performance of their job responsibilities. If the employee applies for and is granted temporary disability benefits under the provisions of the Illinois Municipal Retirement Fund (IMRF), this leave time shall be designated as FMLA leave, assuming that all FMLA qualifications are satisfied.

1. An employee still employed by the Kendall County Forest Preserve District, who is granted temporary IMRF or SLEP disability benefits, will continue to be covered under the Kendall County Forest Preserve District's group health insurance plan under the same conditions as coverage would have been provided if the employee had been continuously employed during the leave period.

Employee premium contributions will be required through direct payment to the Kendall County Forest Preserve District. The employee will be required to pay his or her share of health insurance premiums on the same schedule as he or she would under COBRA. Employee contribution amounts are subject to any change in rate that occurs while the employee is on leave.

If an employee's contribution is more than 30 days late and 12 weeks of FMLA leave have been utilized, the Kendall County Forest Preserve District will terminate the employee's insurance coverage. The employee will be notified at least 15 days before the coverage lapses.

2. Pursuant to this policy, the Kendall County Forest Preserve District has the right to seek reimbursement from the employee for costs incurred for health insurance premiums on behalf of the employee during the leave of absence. Prior to leave and again upon returning to work the payroll office will provide Salary Withholding Authorization forms to be completed by the employee.

3. Other elective payroll deductions, including but not limited to AFLAC, pre-paid legal services, and I-Bonds, are the responsibility of the employee. Costs advanced by the Forest Preserve District are subject to the same Salary Withholding Authorization as health insurance benefits.

4. If the Kendall County Forest Preserve District receives IMRF's determination that the employee is permanently disabled and unable to return and perform his or her job responsibilities, the Kendall County Forest Preserve District may send proper notice of employment separation and notification of COBRA benefits to the employee.

**Section 6.9** **MILITARY LEAVE:** Military leave shall be granted as prescribed by state and federal law. Unless otherwise specified by law or an applicable collective bargaining agreement, military leaves of absence will be unpaid. Employees on military leave will continue to accrue seniority and to be entitled to certain other employee benefits to the extent required by law.



**Section 6.10 GENERAL LEAVE OF ABSENCE:** Employees may request a general unpaid leave of absence for personal matters. Leaves are granted on the assumption that the employee will be available to return to regular employment when the conditions necessitating the leave permit. The decision to grant such leave shall be at the sole discretion of the Kendall County Forest Preserve District Executive Director. Such leave may be requested for:

A. The continuation of or completion of a pursuit of a degree for the purpose of training in subjects related to the work of the employee and which will benefit the Kendall County Forest Preserve District.

B. To recover from their own health or attend to family illness beyond the 12 weeks allowed under FMLA. (See Family Leave Section 6.1)

C. Personal business which will require an employee's attention for an extended period, such as a settlement of an estate, liquidating a business, attending court as a witness on non-Kendall County Forest Preserve District related cases, and for the purposes other than the above that are deemed appropriate by the Kendall County Forest Preserve District Executive Director.

D. A leave of absence will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment. Employees who engage in employment elsewhere during such leave may immediately be terminated by the Kendall County Forest Preserve District.

**E. GENERAL LEAVES OF ABSENCE – PROCEDURE**

1. Employees may submit a written request to the Executive Director asking for a leave of absence without pay. The request shall be in writing, stating the reasons for the request, the date desired for the start of the leave and probable date of return. The request along with the written recommendation of the Executive Director shall be forwarded to the Kendall County Forest Preserve District President for authorization.
2. Authorization for such leave shall be within the sole discretion of the Kendall County Forest Preserve District President whose decision will be based upon the operational needs of the department, the work record of the individual and the reason for the request.
3. An employee is required to exhaust available paid vacation and sick/personal leave before unpaid general leave of absence is commenced.

**F. GENERAL LEAVES OF ABSENCE – BENEFITS**

1. For the remainder of the month during which a general leave begins, thereafter the Kendall County Forest Preserve District will continue to provide group health insurance coverage under the same conditions as it did before the leave began. Subsequently, such insurance coverage, if desired by the employee and otherwise available through the Kendall County Forest Preserve District, shall be fully paid by the employee through the duration of the leave.
2. With the exception of group health coverage, an employee is not entitled to accrue any other employment benefit while on a general leave.

Unless otherwise stated or otherwise required by law, length of service shall not accrue for an employee who is on an approved non-paid leave status.

Accumulated length of service shall remain in place during that leave and shall begin to accrue again when the employee returns to work on a pay status. Unless otherwise stated, an employee returning from leave will have his seniority continued after the period of the leave. Upon return, the Kendall County Forest Preserve District will place the employee in his or her previous assignment, if vacant; if not vacant, the employee will be placed in the first available assignment according to the employee's seniority, where skill and ability to perform the work without additional training is equal.

If, upon the expiration of a leave of absence, there is no work available for the employee or if the employee could have been laid off according to his seniority except for his leave, he shall go directly on layoff.

During an approved unpaid leave of absence or layoff, an employee shall be entitled to coverage under applicable health and life insurance plans to the extent provided in such plan(s), provided the employee makes arrangements for the change and arrangements to pay the entire insurance premium involved, including the amount of premium previously paid by the Kendall County Forest Preserve District.

#### **G. GENERAL LEAVE OF ABSENCE – DURATION**

A general leave of absence may be granted for up to twelve (12) work weeks. Extensions may be granted for an additional period at the discretion of the Kendall County Forest Preserve District Executive Director or President.

#### **H. GENERAL LEAVE OF ABSENCE – RETURN TO DUTY**

1. A return date shall be agreed to by the employee and the department manager at the time the general leave is granted. Generally, this will be the probable return date specified in the employee's application.
2. An employee may request an extension of the general leave by making application to the Kendall County Forest Preserve District in the same manner as on original application, provided such extension may not be granted in excess of the limits set forth above.
3. Prior to reinstatement after a general leave of absence for an illness, an employee must present to the Executive Director a physician's written statement certifying that the employee is capable of returning to work and performing, either with or without reasonable accommodations, the essential functions of the employment position involved.

#### **I. GENERAL LEAVE OF ABSENCE – RESIGNATION**

An employee, who fails to return from a general leave on the designated return date, either as originally agreed or as extended, shall be considered as having abandoned and resigned their employment position with the Kendall County Forest Preserve District.

### **Section 6.11**

#### **WORKERS' COMPENSATION LEAVE:**

An employee experiencing occupational disability due to an accident or illness arising

out of and in the course of their employment, may be placed on Workers' Compensation Leave; such workers' compensation leave, including any time off for required therapy or doctor visits, shall be designated as FMLA, assuming that all FMLA qualifications are satisfied. Participating employees should apply for IMRF Disability Benefits if eligible.

1. An employee still employed by the Kendall County Forest Preserve District, who is receiving workers compensation benefits, will continue to be covered under the Kendall County Forest Preserve District's group health insurance plan under the same conditions as coverage would have been provided if the employee had been continuously employed during the leave period.
2. Employee premium contributions will be required through direct payment to the Kendall County Forest Preserve District. The employee will be required to pay his or her share of health insurance premiums on the same schedule as he or she would under COBRA. Employee contribution amounts are subject to any change in rate that occurs while the employee is on leave.
3. If an employee's contribution is more than 30 days late and 12 weeks of FMLA leave have been utilized, the Kendall County Forest Preserve District will terminate the employee's insurance coverage. The employee will be notified at least 15 days before the coverage lapses.
4. Pursuant to this policy, the Kendall County Forest Preserve District has the right to seek reimbursement from the employee for costs incurred for health insurance premiums on behalf of the employee during the leave of absence. Prior to leave and again upon returning to work, the payroll office will provide Salary Withholding Authorizations forms to be completed by the employee.
5. Other elective payroll deductions, including but not limited to AFLCA, pre-paid legal services, and I-Bonds, are the responsibility of the employee. Costs advanced by the Kendall County Forest Preserve District are subject to the same Salary Withholding Authorization as health insurance benefits.

**Section 6.12 INABILITY TO CONTACT:**

If after reasonable efforts, the employee cannot be contacted as to his return to work after six (6) months leave, twelve (12) weeks, twenty-four (24) weeks or twelve (12) months with approval as mentioned, the employee shall be deemed to have resigned their position with the Kendall County Forest Preserve District.

**Section 6.13 PAID AND UNPAID LEAVE**

**VICTIMS' ECONOMIC SECURITY AND SAFETY ACT POLICY (Revised January 2020)**

Eligible employees may take unpaid leave under the Victims' Economic Security and Safety Act ("VESSA") to seek assistance in response to an act or threat of domestic violence, sexual assault, or stalking. Eligible employees may take this leave to seek services for a victim of domestic, sexual, or gender violence if the victim is: 1) the eligible employee, 2) a covered family member (spouse, child, parent, any other person related by blood or by present or prior marriage, or any other person who shares a relationship through a son or daughter) or 3) a household member (who is currently residing with the eligible employee). VESSA leave is not allowed, however, if the employee's interests regarding the violent act are adverse to the victim's interests. The employee may take leave for a child who is a victim if that child is under age 18 or, if 18 years or older, the child is mentally or

physically disabled and incapable of self-care. Eligible employees may take up to 12 weeks of unpaid VESSA leave within any 12-month period and be restored to the same or an equivalent position upon the employee's return from leave.

- A. **REASONS FOR VESSA LEAVE:** Eligible employees may take VESSA leave to obtain assistance or services for a victim for the following purposes: (1) to seek medical attention for, or recover from, physical or psychological injuries caused by the domestic, sexual, or gender violence, (2) to obtain services from a victim services organization, (3) to obtain psychological or other counseling, (4) to participate in safety planning, seek temporary or permanent relocation, or take other actions to increase the safety of the victim from future domestic, sexual, or gender violence or ensure economic, security, or (5) to seek legal assistance or remedies to ensure the health and safety of the victim, including preparing for or participating in any legal proceeding related to or resulting from domestic, sexual, or gender violence. If an employee misrepresents facts in order to be granted a VESSA leave, the employee may be subject to disciplinary action up to and including immediate termination of employment.
- B. **NOTICE REQUIREMENTS:** Employees must give the employee's immediate supervisor and the Kendall County Forest Preserve District at least 48 hours prior written notice of the employee's request for VESSA leave, unless providing advance notice is not practicable under the particular circumstances. If the employee is unable to provide advance notice, the employee must provide notice when the employee is able to do so, within a reasonable period of time after the absence. Failure to provide the required notice may result in treatment of the absences as unexcused.
- C. **CERTIFICATION REQUIREMENTS:** Eligible employees requesting VESSA leave must provide proper certification for all absences. The certification must show that: (1) the victim for whom the leave is requested is the employee, a covered family member, or a covered household member, (2) the victim was subjected to an act or threat of domestic, sexual, or gender violence, and (3) the leave is to seek assistance for a purpose covered by the Act.

The employee must provide two types of written documentation as certification: (1) a sworn statement by the employee showing that the leave qualifies for a purpose covered by VESSA and (2) written documentation from the source from whom assistance was sought or who could otherwise verify the nature of the leave, such as documentation from:

- a. a representative of a victim services organization, an attorney, member of the clergy, or a medical or other professional, from whom the employee has sought services on behalf of a covered victim to address domestic, sexual, or gender violence or the effects of the violence,
- b. a police or court record; or
- c. other corroborating evidence.

It is the employee's responsibility to ensure that the Kendall County Forest Preserve District receives the proper certification. If the Kendall County Forest Preserve District does not receive adequate certification within a reasonable time period after it is requested, or if the certification does not confirm a VESSA-qualifying purpose, the employee's absences will be treated according to the SAO's attendance standards.

- D. **REPORTING WHILE ON VESSA LEAVE:** An eligible employee taking a VESSA leave of absence may be required to contact his or her supervisor on a regular basis regarding the status of the employee's VESSA leave and the employee's intention to return to work.
- E. **VESSA LEAVE IS UNPAID:** VESSA leave is unpaid leave. The employee may choose, however, to use any accrued paid time off which would otherwise apply to the circumstances of the leave. For instance, if the leave was for the eligible employee, because the employee is temporarily

disabled due to domestic, sexual, or gender violence, the employee may use any accrued sick time for the portion of the leave. The employee may use accrued vacation or other personal time for any of the purposes allowed under VESSA, but the employee is not required to do so. The substitution of paid leave time for unpaid leave time does not extend the 12-week VESSA leave period.

- F. **MEDICAL AND OTHER BENEFITS WHILE ON VESSA LEAVE:** During an approved VESSA leave, the Kendall County Forest Preserve District will maintain the employee's health benefits, as if the employee continued to be actively employed. If paid leave is substituted for unpaid leave, the Kendall County Forest Preserve District will deduct the employee's portion of the health plan premium as a regular payroll deduction. If the employee's VESSA leave is unpaid, the employee must pay his portion of the premium during the leave. The employee's group health care coverage may cease if the employee fails to make timely payments of the employee's share of the premiums. If the employee does not return to work at the end of the leave period, the employee may be required to reimburse Kendall County Forest Preserve District for the cost of the premiums paid by the Kendall County Forest Preserve District for maintaining coverage during the employee's unpaid leave, unless the employee cannot return to work because of the continuance, onset or recurrence of domestic, sexual, or gender violence, or other circumstances beyond the employee's control. If that is the case, the employee will be required to produce written certification to confirm the circumstances beyond the employee's control.

Vacation, sick time, or other benefits will not accrue while on an approved unpaid VESSA leave. The employee will remain entitled to all of his benefits, which accrued prior to the employee's approved VESSA leave, however.

- G. **INTERMITTENT AND REDUCED SCHEDULE VESSA LEAVE:** VESSA 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 workweek or weekday). If leave is unpaid, the Kendall County Forest Preserve District may request that the employee's salary is reduced based on the amount of time actually worked during the period of time that the employee took approved intermittent VESSA leave.
- H. **VESSA WILL RUN CONCURRENTLY WITH ANY OTHER APPLICABLE LEAVE:** VESSA leave will run concurrently with any other applicable leave. For instance, leave taken under VESSA which also qualifies under the FMLA will be simultaneously designated as both VESSA and FMLA leave. Likewise, absences for which an employee receives sick time or short-term disability benefits for a purpose covered under VESSA will be designated as VESSA leave.
- I. **RETURNING FROM VESSA LEAVE:** If an eligible employee wishes to return to work at the expiration of his or her approved VESSA leave, the employee may return to the same position held prior to the VESSA leave or to an equivalent position with equal pay, benefits and other terms and conditions of employment, subject to any applicable exceptions. However, an employee who took an approved VESSA leave does not have any greater right to reinstatement or other benefits and conditions of employment than if the employee had not taken approved VESSA leave. The employee must return to work immediately after the expiration of his or her approved VESSA leave in order to be reinstated to the same position held prior to the approved VESSA leave or to an equivalent position.

If the employee took VESSA leave because of the employee's own medical or psychological condition, the employee shall provide medical certification that the employee is fit to resume full-duty work.

- J. **REASONABLE ACCOMMODATION IN THE WORKPLACE:** Pursuant to VESSA, the Kendall County Forest Preserve District will consider making reasonable accommodations in a timely fashion to an employee or job applicant for a known limitation resulting from domestic, sexual, or gender violence, unless the accommodation would cause the Kendall County Forest Preserve

District an undue hardship. If the eligible employee is an otherwise qualified individual who can perform the essential functions of his job, but needs such an accommodation, the Kendall County Forest Preserve District may provide a reasonable accommodation such as an adjustment to the job structure, an adjustment to the workplace facility, an adjustment to the employee's work requirements, changing the employee's work telephone number, changing the employee's seating assignment at work, or modifying the physical security of the employee's work area in response to a need covered by VESSA. The Kendall County Forest Preserve District may also consider a request for transfer, reassignment, a modified work schedule, and/or assisting the employee in documenting domestic, sexual, or gender violence that occurs in the workplace or in a work-related setting, if needed due to a known limitation caused by an act or threat of domestic, sexual, or gender violence. Other safety measures may also be appropriate as a reasonable accommodation on a case-by-case basis.

Any employee covered by VESSA may make a request for VESSA leave or for a reasonable accommodation pursuant to VESSA in writing to the employee's immediate supervisor and the Kendall County Forest Preserve District.

**K. CONFIDENTIALITY:** The Kendall County Forest Preserve District will maintain an employee's written certifications and other documentation regarding any requests for VESSA leave in a confidential file. The Kendall County Forest Preserve District will not disclose the reasons for the employee's VESSA leave except on a need to know basis and/or as otherwise provided pursuant to court order and applicable federal or state laws.

- L. NO RETALIATION:** The Kendall County Forest Preserve District strictly forbids any of its employees, managers or other representatives from discriminating and/or retaliating against an employee because the employee is or is perceived to be a victim of domestic, sexual, or gender violence, or has engaged in protected activity under VESSA. If an employee feels he or she has been denied VESSA rights or if the employee feels he or she has been retaliated against for having exercised any protected VESSA rights, the employee should immediately report such action to the Kendall County Forest Preserve District Office. If the employee feels that the Kendall County Forest Preserve District Office has retaliated against the employee for exercising the employee's VESSA rights, the employee should immediately report such action in writing to the Kendall County Forest Preserve District President or the Vice President. The Kendall County Forest Preserve District President or Vice President may designate someone to investigate concerns and take corrective action if it is determined that someone has violated the Kendall County Forest Preserve District's VESSA policy.

A violation of this VESSA policy may result in disciplinary action up to and including termination of employment.

- M. REFERENCE TO REQUIRED VESSA POSTING:** Kendall County Forest Preserve District has posted on the employee bulletin board a poster setting forth the relevant provisions of the VESSA. The terms of that poster are incorporated in this policy document as if they were specifically set forth. Each employee is charged with familiarizing him/herself with the contents of that poster concerning all applicable employee rights and obligations under the VESSA.

## **CHAPTER VII DISCIPLINARY AND SEPARATION ACTION**

**Section 7.1**      **STANDARD OF CONDUCT:** Whenever people gather together to achieve goals, some rules of conduct are needed to help everyone work together efficiently, effectively and harmoniously. By accepting employment with the Kendall County Forest Preserve District, the employee has a responsibility to the Kendall County Forest Preserve District and to his fellow employees to adhere to certain rules of behavior and conduct. When each person is aware that he or she can fully depend upon fellow workers to follow the rules of conduct, then the organization will be a better place to work for everyone.

**Section 7.2**      **DISCIPLINE POLICY:** While on Kendall County Forest Preserve District premises or engaged in Kendall County Forest Preserve District business, every employee is expected to observe all Kendall County Forest Preserve District rules and to conduct themselves in a professional and respectful manner. Failure to do so shall subject the employee to discipline appropriate under the circumstances, inclusive of discharge.

It shall be the duty of the immediate manager to initiate disciplinary action on his own or to recommend to the department manager such disciplinary action as the circumstances may warrant maintaining the efficiency of the department. Disciplinary action may be imposed upon an employee for any cause deemed appropriate under the circumstances.

An employee may be reprimanded, suspended or discharged whenever it is determined to be in the best interest of the Kendall County Forest Preserve District. Such determination may be made for any such lawful reason, including, without limitation, any one or more of the following:

- A. Possessing firearms or other weapons on Kendall County Forest Preserve District property;
- B. Fighting or assaulting another individual
- C. Threatening or intimidating others;
- D. Engaging in any form of sexual or other harassment;
- E. Reporting to work under the influence of alcohol, marijuana, or illegal drugs or narcotics or using, selling, dispensing, or possessing alcohol, marijuana, or illegal drugs or narcotics on Kendall County Forest Preserve District premises;
- F. Disclosing confidential Kendall County Forest Preserve District information;
- G. Falsifying or altering any Kendall County Forest Preserve District record or report;
- H. Stealing, destroying, defacing, or misusing Kendall County Forest Preserve District property or another employee's or customer's property;
- I. Refusing to follow management's instructions concerning a job-related matter or insubordination;
- J. Failing to wear assigned safety equipment or failing to abide by safety rules and policies;
- K. Smoking where prohibited by local ordinance or Kendall County Forest Preserve District rules;
- L. Using profanity or abusive language;
- M. Sleeping on the job without authorization;
- N. Gambling on Kendall County Forest Preserve District property;
- O. Playing pranks, practical jokes, or engaging in horse play;
- P. Wearing improper attire or having an inappropriate personal appearance;
- Q. Incompetence, negligence, inefficiency, or failure or inability to perform your assigned duties;
- R. Abusiveness in employee's attitude or language, or in his conduct resulting in physical

- harm, injury, or harassment to Kendall County Forest Preserve District employees or the public;
- S. Conviction of a felony or any criminal misdemeanor set forth in Section 10-1-7 of the Illinois Compiled Statutes;
  - T. Causing damage to public property or waste of the Kendall County Forest Preserve District supplies through negligence or willful misconduct, or failure to take reasonable care of Kendall County Forest Preserve District property;
  - U. Absence from scheduled work without prior authorization;
  - V. Claiming sick leave under false pretenses;
  - W. Absence without leave for a period of three (3) days (an involuntary resignation), or a failure to report after leave of absence has expired or has been disapproved, revoked, or canceled by the employee's superior;
  - X. Work history shows excessive or chronic absenteeism. Excessive or chronic absenteeism shall be defined as any absence from work that is not otherwise accounted for with the use of approved vacation, sick/person leave, bereavement leave, jury duty, Family Medical Leave, IMRF Disability Leave, military leave or a general leave of absence;
  - Y. Any other reason as determined by the employee's manager, Executive Director or Kendall County Forest Preserve District Board member.

These grounds for discipline DO NOT constitute an exhaustive list of all the acts which will subject an employee to disciplinary action. No set of rules can cover all situations. The Kendall County Forest Preserve District reserves the right to discipline and discharge employees for unacceptable conduct other than those prescribed herein.

With respect to all employees, it is the policy of the Kendall County Forest Preserve District to apply progressive discipline in the forms prescribed below where appropriate. The Kendall County Forest Preserve District may forego lesser forms of discipline and proceed immediately to dismissal depending upon the nature of the employee's conduct.

In general, any action or attitude which adversely affects job performance or the reputation of Kendall County Forest Preserve District government may be cause of disciplinary action.

The following is a recommended procedure for employee discipline consistent with legal guidelines and good personnel management, and which may be utilized unless otherwise provided by Statute. While a system of progressive discipline may be followed, it is not always appropriate that each step be completed before moving to the next level or that any step be taken prior to discharge.

1. Documented Verbal Reprimand: The immediate supervisor may give a verbal reprimand and explanation to the employee of which he did wrong and why it is important that the episode not be repeated. The immediate manager will then make a short written record of their conversation. The manager and employee will both initial the written record, and both will retain a copy of it. This record will become part of the employee's departmental Kendall County Forest Preserve District personnel file only if the conduct or performance did not become satisfactory after 90 days have elapsed.

2. Written Reprimand: If the employee continues to have difficulties in the same areas, or if the violation or infraction warrants, the immediate supervisor may prepare a written warning which contains a statement as to the date and nature of the infraction, and any other pertinent data including corrective measures to be taken.



This record will be retained in the employee's personnel file.

3. **Disciplinary Probations:** Repetition of conduct otherwise meriting a lesser form of discipline, or commission of more serious misconduct, may result in an employee being placed on probation for a period of from one to three months. This may be done simultaneously with or following a written reprimand.

4. **Suspension:** The department manager may use suspension as a disciplinary action. The department manager may order an employee absent from duties with or without pay for a period not to exceed 30 calendar days, only if there is evidence or reasonable suspicion that serious offense has been committed against the Kendall County Forest Preserve District or another employee. Prior to suspension, the department manager must inform the employee in writing of the charges against him and the basis thereof allowing the employee to give his side of the story. However, if the presence of the employee poses a continuing threat or disruption to the department, the department manager may order the suspension without notice. The department manager shall, within 24 hours of such action, prepare a memorandum stating the grounds for such action, and submit it to the suspended employee, and the Executive Director and/or Human Resources, Accounting and Reservation Manager. Such memorandum shall be held confidential.

**Dismissal:** Since all employees are at-will, the Kendall County Forest Preserve District retains the right to dismissal and that remains the right of the department manager or Executive Director.

5. **Removal of Department Managers:** Department managers serve at the pleasure of the Kendall County Forest Preserve District Board. A department manager may be removed by a majority vote of the members present at any regular or special meeting of the Kendall County Forest Preserve District Board. In situations where the Kendall County Forest Preserve District Board President deems it necessary, the Kendall County Forest Preserve District Board President shall have the power to order the immediate suspension of the department manager with pay until acted upon by the Board. In such cases, the Board shall act on the suspension within ten days voting either to remove permanently or reinstate the department manager. In cases of urgency, the Kendall County Forest Preserve District Board President or in his/her absence, the Kendall County Forest Preserve District Board Vice President and the State's Attorney will have the authority to terminate a department head.

## Section 7.3 GRIEVANCE PROCEDURE

### A. General

A grievance is a non-probationary employee complaint arising from a situation that is contrary to regular and ordinary employment practices and falls in the following categories:

1. Safety
2. Working Conditions
3. Wages and Hours
4. Involuntary Termination

Employees have the right to a fair hearing on any request or complaint arising in the course of employment. Each supervisor/department manager has an obligation to make every effort to resolve employee relation problems informally as they arise.

**B. Definitions and Rules for Grievance Procedure**

Work days are considered to be Monday through Friday, exclusive of the Kendall County Forest Preserve District observed holidays.

A grievance filed by an employee of the Kendall County Forest Preserve District, except those of elected officials, shall be filed in accordance with provisions of this policy. An employee representative may be involved with and/or represent the employee at any step in the procedure.

If at any step in the grievance procedure the representative of the employer fails to respond within the time limits set forth, the employee may appeal the grievance to the next step within the time limits set forth. Time limits may be extended by mutual consent of both parties involved provided their decision has been communicated to the Kendall County Forest Preserve District Executive Director,

The grievance committee shall consist of the Kendall County Forest Preserve District Board President, the Forest Preserve Vice-President and the Kendall County Forest Preserve District Executive Director. If there is a conflict of interest or a member of the committee declines to sit on the committee, the Kendall County Forest Preserve District Board President shall appoint a Kendall County Forest Preserve District board member as a replacement.

**C. Grievance Filing Procedure**

These procedures are intended to encourage open communications between employees and their supervisors, and swift resolution.

**Step 1**

The goal of swift resolution can best be achieved if employees will present their grievance verbally to their immediate supervisor. This should be done as soon as the cause for the grievance is known, but not later than five (5) workdays from the occurrence or circumstance. The immediate supervisor should respond verbally as soon as possible, but again no longer than five (5) workdays from receipt of the grievance. Many, if not most grievances, can be resolved swiftly in this informal manner.

**Step 2**

If the grievance is not settled at Step 1, the employee may file a written grievance with the department manager, within five (5) workdays after the immediate supervisor's response in Step 1. The department manager and the supervisor shall discuss the grievance with the employee at a time mutually agreeable to the parties (within five (5) workdays). The department manager shall provide a written answer to the grievance with five (5) workdays following the meeting with the employee. If the department manager is the immediate supervisor referred to in Step 1, then the employee will proceed to Step 3 immediately.

**Step 3**

If the grievance is not settled in Step 2 and the employee wishes to appeal the grievance further, the employee shall assume the responsibility of referring the written grievance within five (5) workdays to the Kendall County Forest Preserve District President, who shall call a Grievance Committee meeting. A meeting will be held between the Grievance Committee and the employee, the employee's representative (if applicable) and the immediate supervisor agreeable to the parties

not to exceed twenty-one (21) workdays after the grievance is presented to the committee. The Grievance Committee shall provide the employee with a written answer to the grievance within five (5) workdays following the meeting.

D. Decision

The decision of the Grievance Committee of the Kendall County Forest Preserve District Board shall be final.

E. Accelerated Grievance Procedure of Suspension without Pay

In grievance cases involving suspension without pay, the employee may elect to follow the following "fast track" grievance procedure: Omit Step 1 and go immediately

to Step 2 unless this department head was the one who took the action to suspend the employee without pay or terminate the employee involuntarily then the employee shall proceed immediately to Step 3 and file the written grievance: with the appropriate committee chairman.

Section 7.4 ILLINOIS CLEAN INDOOR AIR/SMOKE FREE WORKPLACE:

The Illinois Clean Indoor Air law (Public Act 86-1018), July 1990 established that non-smoking is the policy for the State of Illinois and prohibits smoking in all public places and places of work, regardless of size, except where specifically excluded from coverage. Kendall County Forest Preserve District considers vehicles owned or leased by the Kendall County Forest Preserve District to be places of work and thus, smoking in Kendall County Forest Preserve District vehicles is prohibited.

Section 7.5 HARASSMENT POLICY

**Kendall County Forest Preserve District's Policy Against Unlawful Discrimination, Harassment and Sexual Misconduct (Revised December 19, 2017)**

***Please be advised that this Policy is not intended to and does not create a contract of employment, express or implied, and this Policy does not alter the employment at-will relationship with Kendall County Forest Preserve District. This policy applies to all employees of Kendall County Forest Preserve District, and it supersedes any and all other policies regarding or relating to unlawful discrimination, harassment and sexual misconduct previously adopted by the Employer.***

A. STATEMENT OF POLICY

The Employer does not tolerate or condone unlawful discrimination or harassment on the basis of race, color, religion, creed, sex, gender-identity, sexual orientation, pregnancy, childbirth, medical or common conditions relating to pregnancy and childbirth, genetic information, national origin, age, physical or mental disability, ancestry, marital status, military status, arrest record, unfavorable discharge from military service, order of protection status or any other classification prohibited under federal or state law. The Employer also prohibits sexual misconduct. The Employer neither tolerates nor condones unlawful discrimination, harassment or sexual misconduct by employees, elected officials, or non-employees with whom the Employer has a business, service, or professional relationship. "Employee" for purposes of this policy includes any individual performing services for the Employer, an apprentice, an applicant for apprenticeship, or an unpaid intern. The Employer prohibits retaliation against (a) an employee who complains about or reports any act of unlawful discrimination, unlawful harassment or sexual misconduct in violation of this policy or (b) any employee who participates in an investigation pursuant to this policy. The Employer is

committed to ensuring and providing a work place free of unlawful discrimination, harassment, sexual misconduct and retaliation. Any employee who violates this policy is subject to disciplinary action up to and including termination of employment.

Unlawful sexual harassment includes unwelcome sexual advances, requests for sexual favors, or any other visual, verbal or physical conduct of a sexual nature when:

1. Submission to or rejection of this conduct explicitly or implicitly affects a term or condition of individual's employment;
2. Submission to or rejection of the conduct is used as the basis for an employment decision affecting the harassed employee or;
3. The unlawful harassment has the purpose or effect of unreasonably interfering with the employee's work performance or creating an intimidating, hostile or offensive work environment because of the persistent, severe or pervasive nature of the conduct.

Unlawful sexual harassment can occur in a variety of circumstances, including but not limited to the following:

- The employee as well as the harasser may be a woman or a man. The employee does not have to be of the opposite sex.
- The harasser can be the employee's supervisor, an agent of the employer, a supervisor in another area, a co-worker, or a non-employee.
- The employee does not have to be the person harassed but could be anyone affected by the offensive conduct.
- Unlawful sexual harassment may occur without economic injury to or discharge of the employee.
- The harasser's conduct must be unwelcome.

Each employee must exercise his or her own good judgment to avoid engaging in conduct that others may perceive as unlawful sexual harassment or unlawful harassment based on any status protected by law.

The Employer strictly prohibits sexual misconduct. Sexual misconduct can include any inappropriate and/or illegal conduct of a sexual nature including, but not limited to, sexual abuse, sexual exploitation, sexual intimidation, rape, sexual assault, or ANY sexual contact or sexual communications with a minor (including, but not limited to, conduct or communications which are written, electronic, verbal, visual, virtual or physical).

## **B. RESPONSIBILITIES**

### **I. Supervisors**

Each supervisor shall be responsible for ensuring compliance with this policy, including the following:

1. Monitoring the workplace environment for signs of unlawful discrimination, unlawful harassment or sexual misconduct;
2. Immediately notifying law enforcement where there is reasonable belief that the observed or complained of conduct violates the criminal laws of the State of Illinois.
3. Immediately notifying the Department of Children and Family Services (DCFS) Hotline (1-

800-25-ABUSE or 1-800-252-2873) if the observed or complained of conduct involves the abuse of a minor.

4. Immediately stopping any observed acts of unlawful discrimination, unlawful harassment or sexual misconduct and taking appropriate steps to intervene, whether or not the involved employees are within the supervisor's line of supervision;
5. Immediately reporting any complaint of unlawful harassment, unlawful discrimination or sexual misconduct to the applicable department head or elected official; and
6. Taking immediate action to limit the work contact between the individuals when there has been a complaint of unlawful discrimination, unlawful harassment or sexual misconduct, pending investigation.

## ii. Employees

Each employee is responsible for assisting in the prevention of unlawful discrimination, unlawful harassment and sexual misconduct through the following acts:

1. Refrain from participation in, or encouragement of, unlawful discrimination, unlawful harassment or sexual misconduct;
2. Immediately reporting any violations of this policy to a supervisor and law enforcement (if appropriate under the circumstances) and/or DCFS (if appropriate under the circumstances). **Employees are required to report violations of this policy as soon as they occur.** An employee should not wait until the conduct becomes unbearable before reporting the prohibited conduct. All employees are obligated to report instances of prohibited conduct even if the conduct is merely observed and directed toward another individual and even if the other person does not appear to be bothered or offended by the conduct. All employees are obligated to report instances of prohibited conduct regardless of the identity of the alleged offender (e.g. man, woman, supervisor, elected official, co-worker, volunteer, vendor, member of public).
3. Encouraging any employee who confides that he/she is the victim of conduct in violation of this policy to report these acts to a supervisor.

Failure to take action to stop known unlawful discrimination, unlawful harassment or sexual misconduct may be grounds for discipline.

If you are advised by another person that your behavior is offensive, you must immediately stop the behavior, regardless of whether you agree with the person's perceptions of your intentions.

The Employer does not consider conduct in violation of this policy to be within the course and scope of employment and does not sanction such conduct on the part of any employee, including supervisory and management employees.

## C. COMPLAINT PROCEDURES

The Employer takes allegations of unlawful discrimination, unlawful harassment and sexual misconduct very seriously. It will actively investigate all complaints.

The employee should directly inform the offending individual that the conduct is unwelcome and must stop. The employee should use the Employer's complaint procedure to advise the Employer of any violation of this policy as soon as it occurs.

### I. Bringing a Complaint

Any employee who believes that there has been a violation of this policy may bring the matter to the attention of the Employer by making a confidential report to any one or more of the following individuals:

1. The employee's immediate supervisor;
2. The offending employee's immediate supervisor;
3. The Kendall County Forest Preserve District Executive Director.

The employee may submit their complaint directly to the President of the Kendall County Forest Preserve District Board or the Kendall County Forest Preserve District Human Resources Manager if the alleged offender is the employee's department supervisor or elected official, the Kendall County Forest Preserve District or a Kendall County Forest Preserve District Board Member.

The employee should present the complaint as promptly as possible after the alleged violation of this policy occurs.

Knowingly making a false report and/or knowingly providing false information as part of an investigation pursuant to this policy may result in disciplinary action up to and including termination of employment.

#### **Resolution of a Complaint**

Upon receipt of a complaint, the Employer will undertake such investigation, corrective and preventive actions as are appropriate. In general, the procedure in resolving any complaints can (but will not necessarily) include any of the following items:

1. A meeting between the employee making the complaint and an individual designated by the Employer to investigate such complaints. The complaining employee should provide the following important data:
  - a. A description of the specific offensive conduct;
  - b. Identification of all person(s) who engaged in the conduct;
  - c. The location where the conduct occurred;
  - d. The time when the conduct occurred;
  - e. Whether there were any witnesses to the conduct;
  - f. Whether conduct of a similar nature has occurred on prior occasions;
  - g. Whether there are any documents that would support the complaining employee's allegations; and
  - h. What impact the conduct had on the complaining employee.
2. Although not required, the Employer encourages anyone who makes a complaint under this policy to provide a written statement setting forth the above details and attaching any pertinent records to assist the Employer with its investigation.
3. After the employee submits the complaint, the alleged offending individual should be

contacted by the Employer's designated investigator. The alleged offending individual should be advised of the charges brought against him or her and may be provided with a copy of the written statement of complaint made by the complaining employee (if applicable). The alleged offending individual should have an opportunity to fully explain his or her side of the circumstances, and may also submit a written statement, if desired.

4. After the alleged offending individual is interviewed, any witnesses identified by either the complaining employee or the alleged offending individual may be interviewed separately.
5. Once the investigation is completed, the Employer will take such action as is appropriate based upon the information obtained in the investigation. In the event that the Employer finds merit in the charges made by the complaining employee, disciplinary action may be taken up to and including termination of employment.
6. Upon completion of the investigation, the Employer will advise the complaining employee of the results of the investigation.

#### **D. NON-RETALIATION**

Under no circumstances will there be any retaliation against any employee (a) for making a complaint of unlawful discrimination, unlawful harassment or sexual misconduct pursuant to this policy; (b) for engaging in protected activity under the Illinois Human Rights Act (775 ILCS 5/1 *et seq.*); and/or (c) for engaging in protected activity under the State Officials and Employees Ethics Act (5 ILCS 430/1 *et seq.*).

Also, pursuant to the Illinois Whistleblower Act (740 ILCS 174/1 *et seq.*), the Employer is prohibited from retaliating against any employee who (a) discloses information in a court, an administrative hearing, or before a legislative commission or committee, or in any other proceeding, where the employee has reasonable cause to believe that the information discloses a violation of a State or federal law, rule, or regulation; (b) refuses to participate in an activity that would result in a violation of a State or federal law, rule or regulation, including, but not limited to violations of the Freedom of Information Act; and (c) is disclosing or attempting to disclose public corruption or wrongdoing.

Any act of retaliation by any party directed against a complaining employee, an accused employee, witnesses, or participants in the process will be treated as a separate and distinct charge and will be similarly investigated. Complaints of retaliation should be brought to the attention of the Employer pursuant to the complaint procedures set forth in Section C above.

The employee should present the complaint of alleged retaliation as promptly as possible after the alleged retaliation occurs.

#### **E. MISCELLANEOUS**

If you have any questions concerning the Employer's policies on this matter, please see your immediate supervisor, the Kendall County Forest Preserve District Executive Director, and/or the Kendall County Forest Preserve District President.

An employee who believes that he or she has been the subject of unlawful harassment, unlawful discrimination, and/or unlawful retaliation in violation of the Illinois Human Rights Act also has a right to file a charge of discrimination with the Illinois Department of Human Rights pursuant to the Illinois Human Rights Act and applicable regulations. For further information, an employee may call or write to the Illinois Department of Human Rights.

100 West Randolph Street, Chicago, Illinois 60601; telephone (312) 814-6200. Also, further information may be obtained from the U.S. Equal Employment Opportunity Commission

(EEOC), telephone: (800) 669-4000 or for matters involving the abuse of minors the Illinois Department of Children and Family Services (DCFS), telephone: (800) 25-ABUSE.

**Section 7.6 DRUGS AND ALCOHOL POLICY**

A. **SCOPE:** This policy applies to all employees, interns and volunteers of the Kendall County Forest Preserve District (shall herein be referred to collectively as “employees” for purposes of this policy only) while on the job and to situations where an employee's off-the-job or off-premises conduct impairs work performance or undermines the public confidence in, or harms the reputation of the Kendall County Forest Preserve District. This policy shall also apply to all candidates for employment with the Kendall County Forest Preserve District who have been given conditional offers of employment. Such persons are responsible to be familiar with and comply with this policy. The provisions of this policy are subject to any federal, state, or local laws that may prohibit or restrict their applicability, and testing for drugs and alcohol shall be conducted in accordance with and limited by such laws, notwithstanding any terms of this policy to the contrary. No part of this policy, nor any of the procedures hereunder, guarantees employment, continued employment, or terms or conditions of employment or limits in any way Kendall County Forest Preserve District's right to manage the workplace and/or discipline employees of the Kendall County Forest Preserve District.

B. **DEFINITIONS:** For purposes of this policy only, the following definitions shall apply:

1. **Drug:** includes any and all of the following:

- a. Any controlled substance as defined in the Illinois Controlled Substances Act (720 ILCS 570/100 *et seq.*);
- b. Cannabis as defined in Section 1-10 of the Illinois Cannabis Regulation and Tax Act and Section 3(a) of the Illinois Cannabis Control Act;
- c. A prescription drug prescribed to the employee but is not taken in accordance with the prescription given to the employee;
- d. A prescription drug for which the employee has no valid prescription; and
- e. Over-the-counter medications not used in accordance with product and/or physician instructions.
- f. Cannabidiol or CBD and hemp products. CBD and hemp products are widely used for pain relief, anxiety, inflammation and other conditions and can be found almost anywhere. The accessibility of CBD is misleading. CBD in its pure form does not contain THC, but until the production and marketing for CBD becomes regulated, employees must be aware that some CBD products may contain THC in varying amounts, despite packaging that indicates otherwise. An employee who uses CBD or CBD products who must submit to a drug test runs the risk of testing positive for THC.

2. **Alcohol:** includes all alcohol, spirits, wine, beer and alcoholic liquor as defined in Sections 1-3.01 through Section 1-3.05 of the Illinois Liquor Control Act (235 ILCS 5/1-3.01 *et seq.*)



3. **Kendall County Forest Preserve District property:** Includes all land, buildings, structures, real property, parking lots, and means of transportation owned by, rented or leased by or to Kendall County Forest Preserve District.
  4. **Safety sensitive function:** was defined by the United States Supreme Court as any job function fraught with such risks of injury to others that even a momentary lapse of attention can have disastrous consequences. The category of safety sensitive functions includes job duties described as safety sensitive by applicable Federal Motor Carrier Safety Administration (FMCSA) or other applicable regulations, statutes, or case law.
- C. **POLICIES:** It is the responsibility of both Kendall County Forest Preserve District and the employee to maintain a healthy and efficient workforce free from the effects of drug and alcohol abuse. Consistent with this goal and in response to the requirements of the Illinois Drug Free Workplace Act (30 ILCS 580/1-11), Kendall County Forest Preserve District has developed the following Drug and Alcohol Policy:
1. Kendall County Forest Preserve District prohibits the following:
    - a. The possession, use, sale, transportation, distribution, manufacturing, and dispensing of drugs (including, but not limited to controlled substances and cannabis), drug paraphernalia, and/or alcohol, by anyone while on Kendall County Forest Preserve District property or while on business for the Kendall County Forest Preserve District, except in accordance with job duty requirements.
    - b. Being impaired or under the influence of drugs or alcohol away from Kendall County Forest Preserve District property, if such impairment or influence adversely affects the employee's work performance, the safety of the employee or others, or puts at risk the Kendall County Forest Preserve District's reputation.
    - c. Possession, use, solicitation for, or sale of drugs or alcohol away from Kendall County Forest Preserve District property, if such activity or involvement adversely affects the employee's work performance, the safety of the employee or others, or puts at risk the Kendall County Forest Preserve District's reputation.
  2. It is the responsibility of all Kendall County Forest Preserve District employees to report to their immediate supervisor when reasonable suspicion exists that another employee is impaired or under the influence of drugs or alcohol while on Kendall County Forest Preserve District property and/or while on business for the Kendall County Forest Preserve District.
  3. Any employee convicted of any criminal drug statute violation shall notify Kendall County Forest Preserve District and the employee's immediate supervisor of such conviction in writing no later than five (5) calendar days after such conviction, unless the conviction has been sealed, expunged or impounded under Section 5.2 of the Criminal Identification Act.
  4. The Kendall County Forest Preserve District will not penalize an employee or applicant solely for (a) his/her status as a registered qualifying patient or registered designated caregiver under the Compassionate Use of Medical Cannabis Pilot Program Act or (b) the employee's use of a prescription drug for which the employee has a valid prescription and for which the employee is taking the prescription drug in accordance

with their doctor's instructions, unless failing to do so would put the Kendall County Forest Preserve District in violation of federal law or unless failing to do so would cause the Kendall County Forest Preserve District to lose a monetary or licensing-related benefit under federal law or rules. The Kendall County Forest Preserve District prohibits an employee's use and storage of medical cannabis on Kendall County Forest Preserve District property and/or while performing their assigned job duties for the Kendall County Forest Preserve District. The employee shall promptly notify Kendall Forest Preserve District and the employee's immediate supervisor (in writing, if possible) if (a) the employee is a registered qualifying patient/registered designated caregiver and the lawful use of the medical cannabis would affect the employee's ability to safely and effectively perform the duties of their job or (b) the employee is lawfully using a prescription drug for which the employee has a valid prescription and the lawful use of the prescription drug would affect the employee's ability to safely and effectively perform the duties of their job.

5. Effective January 1, 2020, the Illinois Cannabis Regulation and Tax Act will allow the recreational/non-medical use of cannabis in the State of Illinois. Section 10-50 of the Illinois Cannabis Regulation and Tax Act allows employers like Kendall County Forest Preserve District to adopt a "zero tolerance" policy. As such, the Kendall County Forest Preserve District hereby adopts a "zero tolerance" policy and states that employees are prohibited from:

- Being under the influence of recreational/non-medical use cannabis while on Kendall County Forest Preserve District property; while performing the employee's job duties; during compensated time; and/or while the employee is on call for the Kendall County Forest Preserve District;
- Using, selling, distributing, and/or possessing recreational/non-medical use cannabis while on Kendall County Forest Preserve District property; during compensated time; while performing the employee's job duties for the Kendall County Forest Preserve District; and/or while the employee is on call for the Kendall County Forest Preserve District, except in accordance with job duty requirements;
- Using recreational/non-medical use cannabis four (4) or fewer hours before performing job functions that may involve safety-sensitive duties;
- Reporting for duty or remaining on duty while under the influence of recreational/non-medical use cannabis;
- Using recreational/non-medical use cannabis during eight (8) hours following a work-related accident, or until undergoing a post-accident test; or
- Refusing to take a drug and alcohol test in accordance with the testing procedures set forth below.

6. With respect to alcohol, the Kendall County Forest Preserve District hereby adopts a "zero tolerance" policy and states that employees are prohibited from:

- Being under the influence of alcohol while on Kendall County Forest Preserve District property; while performing the employee's job duties for the Kendall

County Forest Preserve District; during compensated time; and/or while the employee is on call for the Kendall County Forest Preserve District;

- Using, selling, distributing and/or possessing alcohol while on Kendall County Forest Preserve District property; while performing the employee's job duties; during compensated time; and/or while the employee is on call for the Kendall County Forest Preserve District, except in accordance with job duty requirements;
  - Using alcohol four (4) or fewer hours before performing job functions that may involve safety-sensitive duties;
  - Reporting for duty or remaining on duty while under the influence of alcohol;
  - Using alcohol during eight (8) hours following a work-related accident, or until undergoing a post-accident test; or
  - Refusing to take a drug and alcohol test in accordance with the testing procedures set forth below.
7. Any alcohol and/or drug that could affect performance of job duties is prohibited. This includes the use of any drug, except by doctors' prescription and only then if the doctor has advised the employee that the drug will not adversely affect the employee's ability to safely perform their job duties. It is the employee's responsibility to promptly inform (in writing, if possible) Kendall County Forest Preserve District and the employee's immediate supervisor if the employee is taking an over-the-counter medication and/or lawfully prescribed medication that may affect the employee's ability to safely and effectively perform the duties of their job.
8. An off-duty employee shall not drive a vehicle for work-related purposes, within two (2) hours after the employee has consumed any one or more of the following: alcohol, medical cannabis, recreational/non-medical use cannabis (effective January 1, 2020), a prescription medication/controlled substance for which the employee has a valid prescription and the employee's prescribed medication/controlled substance impairs the off-duty employee's physical and/or mental capacities, and/or any other drugs (as defined above in Section B(1) of this Policy).
9. Any employee who violates this policy may be subject to disciplinary action up to and including termination of employment.
10. If the employee's employment is not terminated as a result of the employee's violation of this policy, the employee may be required to enroll in a drug or alcohol counseling rehabilitation or assistance program (EAP) at the employee's expense. If any employee who is in need of the EAP refuses to cooperate and/or attend the EAP, such conduct may constitute grounds for immediate termination of employment. Also, any employee who violates this policy and/or any employee who participates in an EAP and then violates this policy for a second time may be subject to immediate termination of employment. Any employee who is required by this policy to satisfactorily participate in an EAP shall furnish to his or her supervisor written proof of the satisfactory completion of the EAP.

D. PROCEDURES: To provide a safe drug and alcohol free working environment, the Kendall County Forest Preserve District shall:

1. Provide increased awareness through training, education and communication of the subject of alcohol and other drug abuse.
  2. Recognize that there may be employees who have an alcohol, drug or stress problem and stand willing to assist in the resolution of that problem by encouraging employees to seek help through the Employee Assistance Program.
  3. Cooperate with outside law enforcement agencies.
  4. Conduct alcohol and drug testing in accordance with the Employee Testing Policy as set forth below.
  5. Take any other actions deemed necessary and appropriate including, but not limited to, disciplinary action up to and including termination of employment.
- E. **EMPLOYEE TESTING:** Because the public has the absolute right to expect the Kendall County Forest Preserve District to work toward reducing the probability of accidents or incidents related to the misuse of alcohol or drugs the Kendall County Forest Preserve District requires the testing of employees and mandates an anti-drug and alcohol misuse prevention program.
1. **When Testing May Occur:** Employees working for the Kendall County Forest Preserve District may be required to submit to drug and alcohol testing, by breathalyzer test, urinalysis test and/or other appropriate drug and/or alcohol testing, in any one or more of the following situations:
    - Pre-employment for candidates that have received a contingent offer of employment for a safety-sensitive position;
    - Post-accident;
    - Reasonable suspicion;
    - Return to duty, when an employee has violated the prohibited drug and alcohol standards.

For purposes of this policy, “post-accident” testing shall occur if the Kendall County Forest Preserve District has reasonable cause to believe an employee has an on-the-job injury that is considered recordable under OSHA guidelines (i.e., requiring medical treatment) as a result of being under the influence. The employee will also be required to undergo post-accident testing if required by FMCSA, Department of Transportation (DOT) or other applicable regulations. Anyone who suffers a reportable accident on Forest Preserve District property and/or time must report it within one (1) hour or as soon as reasonably possible after the accident to his or her immediate supervisor or manager, so that proper action and or medical treatment may be provided. Failure to timely report any injury may be grounds for disciplinary action up to and including termination of employment. If a positive test result is received following a post-accident drug and or alcohol test, then the employee may be subject to disciplinary action up to and including termination of employment.

For purposes of this policy, “reasonable suspicion” means that the Kendall County Forest Preserve District’s representatives have observed and can describe specific symptoms of an employee while working that decrease or lessen his or her performance of the duties

or tasks of the employee's job position, including, but not limited to symptoms related to the employee's speech, breath, physical dexterity, agility, coordination, demeanor, irrational or unusual behavior, negligence or carelessness in operating equipment or machinery, disregard for the safety of the employee or others, or involvement in an accident that results in serious damage to equipment or property, or carelessness that results in any injury to the employee or others, or detection of alcohol, drug and/or drug paraphernalia in the area where an employee has/had been working.

The following employees must first be given a reasonable opportunity to contest the basis of the suspected impairment before being subject to discipline based on a reasonable suspicion of impairment:

- A registered qualifying user of medical cannabis under the Compassionate Use of Medical Cannabis Pilot Program Act;
- An employee taking a prescription drug for which the employee has a valid prescription; and
- An employee that is under the influence or impaired by cannabis, but only if Illinois House Bill 1438 (also known as the "Illinois Cannabis Regulation and Tax Act") is adopted into law in the State of Illinois after the effective date of this Employee Handbook.

Upon receipt of a contingent offer of employment, candidates for safety-sensitive or security-sensitive positions may be subject to pre-employment drug testing. Individuals to whom a contingent offer is made whose pre-employment drug test returns positive for controlled substances and alcohol (as defined below in Section D 2. a and b of this Policy. (except with respect to legally prescribed drugs and over-the-counter medications) will be ineligible for employment and their contingent offer of employment may be revoked.

As Kendall County Forest Preserve District is a drug-free workplace, it reserves the right to conduct random testing on employees with safety-sensitive or security-sensitive job duties. The following positions include safety-sensitive or security-sensitive functions, and as such are subject to random testing: No positions as of January 2020. Where random testing is prohibited or restricted by applicable federal, state or local statute or regulation, or other legally-binding agreement, the Kendall County Forest Preserve District will conform to all applicable laws, regulations, and/or agreements notwithstanding the provisions of this policy.

2. **What Will Be Tested:**

- a. **Controlled Substances:** Drug testing shall include, but is not limited to, testing of the following panel of drugs:
- Marijuana THC (metabolite)
  - Cocaine, any form or derivative thereof
  - Amphetamines (including methamphetamines)
  - Opiates (including heroin, opium, etc.)
  - Phencyclidine (PCP)

When the Illinois Cannabis Regulation and Tax Act becomes effective on January 1, 2020, “under the influence” or “impaired” by cannabis shall be defined for purposes of this Drug and Alcohol Policy as having a tetrahydrocannabinol concentration of 5 nanograms or more in the employee’s whole blood or 10 nanograms or more in another bodily substance of the employee. Also, an employee found to have a tetrahydrocannabinol concentration of 2.5 nanograms or more in the employee’s whole blood or 5 nanograms or more in another bodily substance of the employee shall not perform nor be permitted to perform any job functions for at least 24 hours following the test result and may be subject to the same procedures as a positive test result, which may include disciplinary action, not to exclude termination of employment.

- b. **Alcohol:** For purposes of this Employee Testing Policy, “under the influence of alcohol” shall be defined as breath alcohol test results with an alcohol concentration of 0.08% or above and shall be considered to be a positive test result. Also, an employee found to have an alcohol concentration of greater than 0.04% and less than 0.08% shall not perform, nor be permitted to perform any job functions for at least 24 hours following the test result and may be subject to the same procedures as a positive test result which may include disciplinary action, not to exclude termination of employment.
3. **Refusal To Test:** Refusal to submit to a required alcohol or drug test is prohibited. Refusal to submit to a test may result in the same procedures as a positive test result which may include disciplinary action, up to and including termination of employment. Refusal to submit to a test shall be defined as:
    - Falling to provide adequate samples for testing without medical reason;
    - Falling to show up at the testing site when instructed;
    - Engaging in conduct that obstructs the testing process; and/or
    - Falling to comply with any of the procedures set forth in this policy.
  4. **Confidentiality:** The employee’s right to privacy will be respected, and the Kendall County Forest Preserve District shall keep the results of any testing strictly confidential to the extent required or permitted by applicable state and federal law. However, the Kendall County Forest Preserve District may use the results to decide upon an action to be taken towards an employee, or to the extent necessary, to defend its actions in any subsequent grievance, administrative proceeding or legal or other proceeding.
  5. **Treatment:** An employee who voluntarily informs Kendall County Forest Preserve District that he/she has a drug or alcohol abuse problem and desires rehabilitation assistance may be granted a leave of absence, in accordance with the Kendall County Forest Preserve District’s Family and Medical Leave Act Policy, provided the employee is otherwise eligible for such leave pursuant to the Family and Medical Leave Act Policy. The sole purpose of such leave is to obtain the necessary rehabilitation assistance. The employee may be required to periodically provide proof that he/she is participating in an appropriate rehabilitation or after-care program. Any employee who returns to work after completion of a rehabilitation program and who subsequently violates this policy may be immediately discharged without regard to a request for further rehabilitation.
  6. **EAP:** Employees who have questions about this policy should contact Kendall County Forest Preserve District. The Kendall County Forest Preserve District shall continue to

provide employees with access to an EAP similar to that which exists on the effective date of this Employee Testing Policy.

**7. Procedures For Testing:**

- a. An applicant or employee shall be required to submit to alcohol and/or drug testing at a time and place designated by the Kendall County Forest Preserve District Department Manager or Elected Official or their designee, or whenever in the sole opinion of the Kendall County Forest Preserve District or their designee, there is reasonable suspicion for such testing.
- b. In the event of testing for reasonable suspicion, the Kendall County Forest Preserve District or their designee shall provide the employee with notice of the basis for reasonable suspicion. In addition, the Kendall County Forest Preserve District Department Manager or Elected Official or their designee may require an employee to submit to alcohol and drug testing when an employee is involved in an on duty incident involving significant damage to property or personal injury to anyone. The Kendall County Forest Preserve District shall use only licensed clinical laboratories for such testing.
- c. All drug and alcohol tests will be conducted, reviewed and interpreted by professionally trained and certified technicians and/or medical review officers (MRO) who will follow a chain of custody, and other procedures prescribed by applicable state and federal laws, in order to ensure and confirm the accuracy of the test results. Test procedures shall conform to the NIDA Standards of the Federal Guidelines issued by the Department of Health and Human Services, Alcohol, Drug Abuse and Mental Health Administration. In the event there is a conflict between the procedures set forth in this policy and the NIDA standards, the NIDA standards shall control.
- d. In cases where an applicant or employee receives a negative-dilute test result, the applicant or employee may be required to re-take the test. If there is a second negative-dilute test result, it will be accepted as a negative test result.
- e. At the time of any urinalysis test, the employee may request that a blood sample be taken at the same time so that a blood test can be performed if the employee tests positive in the urinalysis test. If an employee tests positive in any such test, the test results shall be submitted to the Kendall County Forest Preserve District for appropriate action. A portion of the tested sample shall be retained by the laboratory so that the employee may arrange for a confirmatory test to be conducted by a licensed clinical laboratory of the employee's choosing and at the employee's expense.
- f. In cases where an employee is notified of a positive drug or alcohol test, the employee shall be removed from duty for up to 72 hours. The employee may request that the second sample of the split sample be tested, at their own expense. If the results of the second sample come back as negative, The Kendall County Forest Preserve District will reimburse the employee for the cost of the negative test.
- g. The employee shall have the right to dispute the administration of the test and/or the significance and accuracy of the test. Any such dispute shall be submitted in writing to the Kendall County Forest Preserve District.

**8. Positive Test Results:**

- a. If an applicant tests positive for drug(s) and/or alcohol in a test administered under this Policy, Kendall County Forest Preserve District Department Manager or Executive Director, in their sole discretion, may rescind any offer of employment made to the applicant.
- b. If an employee tests positive for drug(s) and/or alcohol in a test administered under this Policy, the Kendall County Forest Preserve District Department Manager or Executive Director, in their sole discretion, shall have the right to discipline the employee, up to and including termination.
- c. If an employee tests positive and is not terminated, the Kendall County Forest Preserve District Department Manager or Executive Director, in their sole discretion, reserves the right to offer participation in an approved alcohol rehabilitation or drug abuse assistance program, at the employee's cost, as an alternative to, or in conjunction with discipline. However, the employee must satisfactorily complete the program as a condition of continued employment. Upon the employee's return to work, the Kendall County Forest Preserve District, in their sole discretion, may require such employee to submit to a random urinalysis or other appropriate alcohol and/or drug tests during the twelve (12) month period following the date any employee tests positive in any test and returns to work. Any such random tests shall occur at times and places designated by the Kendall County Forest Preserve District. In the event such an employee tests positive again, the employee shall be immediately terminated.



## CHAPTER VIII TECHNOLOGY POLICY

### Section 8.1 ORDER:

Information technology (IT) resources are assets of Kendall County Forest Preserve District and must be used for authorized business. IT resources include, but are not limited to, electronic computer equipment, software, Internet access, email accounts, and the information which is stored, processed, or transmitted from, to or through that equipment. Kendall County Forest Preserve District (IT) resources must be protected from accidental or unauthorized access, use, disclosure, modification, or destruction by employees, contractors, or any individual whether on Kendall County Forest Preserve District or non-Kendall County Forest Preserve District provided equipment.

### Section 8.2 OVERVIEW:

The Kendall County Forest Preserve District reserves the right to, among other actions, access, audit, block, delete, disclose, intercept, monitor, publish, recover, restrict, restore, review, screen, or trace any information at any time without notice.

### Section 8.3 SECURITY:

Each user is authorized to access only information which is required to do his/her job. Unauthorized access to information is strictly prohibited. All users must safeguard Kendall County Forest Preserve District information and treat electronic documents/communications with the same level of care, both in production and storage, as is accorded documents and communications that are in print form. Access to (IT) resources will be immediately deactivated when a Kendall County Forest Preserve District employee terminates employment or rights are withdrawn for any other reason.

### Section 8.4 ENFORCEMENT:

Use of any Kendall County Forest Preserve District (IT) resource will be audited and monitored. It is each user's responsibility to understand and comply with the set forth Policy. Noncompliance with this Policy may be cause for disciplinary action as well as monetary charges being assessed where appropriate. If it is determined that an employee has misused (IT) resources, the employee will be subject to appropriate disciplinary action for misuse of Kendall County Forest Preserve District property, up to and including discharge.

### Section 8.5 DEFINITIONS:

**Users** – The term *users* refers to all employees, independent contractors, consultants, temporary workers and other persons or entities who use Kendall County Forest Preserve District Information Technology resources.

**Information Technology (IT) Resources** – The term *information technology resources* refers to the entire computer network. Specifically, *information technology resources* includes, but is not limited to: individual workstations, file servers, communication servers, application servers, mail servers, fax servers, Web servers, laptops, software, data files and network cables, whether connected to the network or not.

This policy applies to Kendall County Forest Preserve District employees and Kendall County Forest Preserve District Board Members. Logging onto the Kendall County or using any other Technology device constitutes agreement with this policy.

## **Section 8.6 GUIDELINES:**

### **A. No Expectation of Privacy**

1. *No expectation of privacy.* The computers and computer accounts are given to users to assist them in performance of their jobs. Users do not have an expectation of privacy in anything they create, store, send, or receive on any technology resource. The computer system belongs to the Kendall County Forest Preserve District and may be used only for job-related purposes.
2. *Waiver of privacy rights.* Users expressly waive any right of privacy or expectation of privacy in anything they create, store, send, or receive on the computer or through the Internet or any other computer network. Users consent to allowing personnel selected at the sole discretion of the Kendall County Forest Preserve District to access and review materials users create, store, send, or receive on the computer or through the Internet or any other computer network. Users understand that the Kendall County Forest Preserve District may use human or automated means to monitor use of its computer resource.

### **B. Prohibited Activities**

1. *Inappropriate or unlawful material.* Material that is fraudulent, sexually explicit, profane, obscene, defamatory; that is intended to harass, embarrass or intimidate; or that is unlawful or otherwise determined by the Kendall County Forest Preserve District to be inappropriate shall not be sent by e-mail or other form of electronic communication (such as bulletin board systems, news groups, chat groups) or displayed on or stored in Kendall County Forest Preserve District computers. Users encountering or receiving this kind of material should immediately report the incident to their department head.
2. *Misuse of software.* All software must be approved by the Technology Director prior to installation on any Kendall County Forest Preserve District workstations or servers. Users may not do any of the following: (A) Copy software for use on their home computers; (B) provide copies of software to any independent contractors of the Kendall County Forest Preserve District or to any firm or individual, unless specifically authorized through an official Kendall County Forest Preserve District contract or agreement; (c) install software on any of the Kendall County Forest Preserve District workstations or servers; (d) download any software from the Internet or other online service to any of the Kendall County Forest Preserve District workstations or servers; (e) modify, revise, transform, recast, or adapt any software; or (f) reverse-engineer, disassemble, or decompile any software. Users who become aware of any misuse of software or violation of copyright law should immediately report the incident to their Department Manager/Elected Official.
3. *Prohibited uses.* Without prior written permission from the Technology Director, Kendall County Forest Preserve District computer resources may not be used for dissemination or storage of personal advertisements, solicitations, promotions, destructive programs (i.e., viruses or self-replicating code), or any other unauthorized use.
4. *Communication of confidential information.* Sending, transmitting or otherwise disseminating without authorization proprietary Kendall County Forest Preserve District data or other information identified as confidential is strictly prohibited.

### C. Passwords

1. *Responsibility for passwords.* Users are responsible for safeguarding their passwords for access to the computer system. Individual passwords should not be printed, stored online, or given to others. Users are responsible for all transactions made using their passwords.
2. *Passwords do not imply privacy.* Use of passwords to gain access to the computer system or to encode particular files or messages does not imply that users have an expectation of privacy in the material they create or receive on the computer system.
3. *Password management.* Passwords should have a minimum length of six (6) characters. These measures will require that all system users use unique and confidential passwords before using workstations on the network. Passwords shall be changed on a regularly scheduled basis, changes scheduled for every 90 days.

### D. Security

1. *Accessing other computers and networks.* A user's ability to connect to other computer systems through the network does not imply a right to connect to those systems or to make use of those systems unless specifically authorized by the operators of those systems.
2. *Computer Security.* Each user is responsible for ensuring that use of outside computers and networks, such as the Internet, does not compromise the security of Kendall County Forest Preserve District computer resources. This duty includes taking reasonable precautions to prevent intruders from accessing the Kendall County Forest Preserve District's network without authorization and preventing introduction and spread of viruses.
3. *Exception process.* Kendall County has a set standard, for network security, that disallows individual connections to the Kendall County Forest Preserve District network. It is understood that individual departments and agencies use proprietary software that require access to the Kendall County network. In those instances, the department/agency will be required to obtain authorization from the Director of Technology and appropriate network security permissions to allow access will be approved. The same process will apply for any department/agency requesting a waiver from any part of the Kendall County Forest network security policy.

### E. Viruses

1. *Virus detection.* Viruses can cause substantial damage to computer systems. Each user is responsible for taking reasonable precautions to ensure he/she does not introduce viruses into the Kendall County's network. To that end, all material received magnetic or optical medium and all material downloaded from the Internet or from computers or networks that do not belong to the Kendall County must be scanned for viruses and other destructive programs before being placed onto the computer system. Users should understand that home computers and laptops might contain viruses. All data transferred from these computers to the Kendall County network must be scanned for viruses.
2. *Accessing the Internet.* To ensure security and avoid the spread of viruses, users accessing the Internet through a computer attached to the Kendall County network must do so through an approved firewall.

**F. Miscellaneous**

1. *Confidential Information.* When sending confidential information to shared devices (e.g., printers, facsimile machines, etc.) users must exercise reasonable judgment to maintain confidentiality at the destination.
2. *Compliance with Applicable Laws and Licenses.* In their use of computer resources, users must comply with all software licenses; copyrights; and all other state, federal and international laws governing intellectual property and online activities.
3. *Other Policies Applicable.* In their use of computer resources, users must observe and comply with all other Kendall County policies and guidelines.

**Section 8.7 JOURNAL COPY EMAIL ARCHIVE MANAGEMENT, RETENTION AND DISPOSAL**

**A. RETENTION AND DISPOSAL REQUIREMENTS**

1. A duplicate copy of all emails sent and received via the Kendall County email server will be stored on the Kendall County journal copy email archive (hereinafter referred to as "archived emails"). The archived emails are convenience copies, which are not subject to the record retention requirements of the Illinois Local Records Act.
2. Archived emails shall be retained in their electronic form in the Kendall County journal copy email archive for a period of at least seven (7) years from the date any email sent or received.
3. The seven (7) year retention period requirement set forth in Section 8.7(A)(2) above may be modified or waived upon entry of a court order or pursuant to applicable state or federal law.
4. Upon the completion of the required retention period, the Kendall County Technology Services Department shall permanently delete or purge the archived emails from the Kendall County journal copy email archive. Because the archived emails are convenience copies, which are not subject to the Illinois Local Records Act, the Illinois Local Records Commission's prior approval for disposal of the archived emails is not necessary.

**B. PRESERVATION NOTICE**

1. The Kendall County Forest Preserve District acknowledges there may be situations that arise that require the Kendall County Technology Services Department to retain certain archived emails beyond the required retention period set forth in Section 8.7(A) above (e.g., pending litigation and/or a pending law enforcement investigation). It is the applicable Kendall County Forest Preserve District department manager and/or elected official's responsibility to notify the Kendall County Technology Services Department when certain archived emails must be preserved beyond the required seven (7) retention period. The Kendall County Forest Preserve District department manager and/or elected official shall provide such notice in writing to the Kendall County Technology Services Department on the Preservation Notice Form, which is attached as Exhibit 1.
2. Upon receipt of the Preservation Notice Form, the Kendall County Technology Services Department shall take all steps reasonably necessary to preserve and retain the applicable archived emails. The Kendall County Technology Services

Department shall then preserve and retain the archived emails until the Kendall County Forest Preserve District department manager or elected officials confirms, in writing, that the preservation hold is concluded and the archived emails may be destroyed.

### **C. ACCESS TO ARCHIVED EMAILS**

While the archived emails are retained in the journal copy email archive, the Kendall County Technology Services Department may provide access to archived emails as follows:

1. Access may be provided to the individual employee or elected official who sent or received the archived email, provided the individual has submitted their request in writing to the Technology Services Department.
2. Access may be provided to a Kendall County Forest Preserve District department manager and or their designee for archived emails sent or received by employees supervised by the requesting Kendall County Forest Preserve District department manager. The Kendall County Forest Preserve District department manager requesting access to a subordinate employee's archived emails must make a written request to the Kendall County Technology Services Department by completing the "Technology Services Internal Request for Archived Email" form, which is attached as Exhibit 2.
3. Access may be provided to the Kendall County Forest Preserve District Board President or their designee for archived emails sent or received by a Kendall County Forest Preserve District department manager and/or employees supervised by a Kendall County Forest Preserve District department manager.
4. To the extent permitted by law, access may be provided to any third party pursuant to a validly issued subpoena and/or court order.

## **Section 8.8 RESPONSIBILITIES:**

### **A. Administrative Responsibilities**

The Kendall County Administrator and Technology Directors are responsible for the implementation of this policy. Department Managers are responsible for compliance by their employees.

1. **Department Manager Responsibilities.** Department Managers are responsible for:
  - a. Ensuring that all users have access only to data needed to perform their job responsibilities;
  - b. Ensuring that all users understand their obligation to protect technology resources implementing required security practices;
  - c. Reporting noncompliance; and
  - d. Initiating corrective action.

**Technology Services responsibilities.** The Technology Director and support staff must be zealous in their efforts to maintain user confidence in privacy, availability, reliability, and productivity. Computer files may be accessed to verify compliance with Kendall County Forest Preserve District policies. On suspicion that a security breach has occurred, the findings are to be reported to the Technology Director to determine if the breach is significant enough to warrant further investigation. Technology Services staff is responsible to the

users for the integrity of the information environment they support. Although Technology Services staff must have, at times, access to a user's private domain to provide support, they must not use that privilege for any other purpose. Any support person who uses his/her privileges for purposes other than support, divulges confidential information gained from such support, or fails to comply with the principles set forth in this security policy is subject to disciplinary action, up to and including discharge. Compliance with this policy will be monitored by Technology Services and violations will be reported in a discreet and professional manner when it appears the user has intentionally violated this policy or any other related policy. The incidents will be fully documented and reported to the Kendall County Administrator. A back-up of users and shared directories will be performed on a regular basis with all directories located on shared file servers, not individual drives, backed up on an appropriate schedule. Controls must be in place to confirm that obligations under software license agreements are being met for all software on workstations and network servers.

## **B. User Responsibilities**

All employees are responsible for compliance with this order.

1. *Restricted access to (IT) resources.* Access to (IT) resources must be protected by unique user accounts restricted by password or other controls. Passwords shall be confidential and protected by individual users to prevent unauthorized use and release of information.
2. *Dissemination of Data.* Dissemination of confidential data acquired when performing job responsibilities, in any form (printed, electronically, verbal, etc.) is strictly forbidden unless prior written permission has been granted, and such dissemination is not in conflict with any other Kendall County Forest Preserve District policy.
3. *Computer Software.* All software and data files developed on Kendall County Forest Preserve District Owned or controlled (IT) resources are for official business. Employees must adhere to all terms and conditions for licensing agreements governing distribution and use of software. Violation of software license agreements and copyright laws may subject the offender to criminal prosecution and civil damages. No software will be run on Kendall County Forest Preserve District computers that has not been reviewed and approved by Technology Services. This review process ensures that the software is compatible (if required) with other existing software and is free from any computer viruses. This includes software available commercially or circulated public domain software.
4. *Backup Responsibilities.* Any user who uses Kendall County Forest Preserve District systems not on the Kendall County network or proprietary computer systems is responsible for backing up data and software of those systems. Users who store files on the Local Area Network (LAN) drives are protected due to a nightly LAN backup. If, however, an employee stores user files on the hard drive (C) or on the desktop, the employee is responsible for the file backup.
5. *Responsible Care.* All users shall maintain a clean work area and guard against potential damage to hardware or destruction of data through spillage, carelessness, etc. All equipment relocation shall be coordinated in advance through Technology Services and performed by Technology Services. A user must return any Forest Preserve District hardware or software which is in his/her possession prior to leaving Kendall County Forest Preserve District employment.
6. *Use of the Internet.* The Internet is a tool to be used in helping employees meet the

requirements of their job (i.e., those who need information from a reliable Internet source to perform research duties or interface with organizations that use the Internet for conducting business with the Kendall County Forest Preserve District). Users must refrain

from requesting information which is inappropriate in the workplace. Examples of inappropriate use of resources include, but are not limited to, any traffic that violates state and/or federal laws, the distribution of non-business related advertising, and propagation of computer worms and/or viruses, distribution of chain letters, attempts to make unauthorized entry into another network. Technology Services provides level of internet access that is assigned to employees by the responsible authority of the office/department. Internet use is monitored and reported to supervisors if requested.

7. ***Electronic Mail.*** Kendall County Forest Preserve District employees are to use the Kendall County Forest Preserve District's e-mail system primarily for Kendall County Forest Preserve District business communications and are responsible to guard against e-mail abuse. Examples of abuse are chain letters, selling or purchasing of personal items.
8. ***Accountability.*** Anyone observing what appears to be a breach of security where Kendall County Forest Preserve District information could be compromised, modified, stolen, lost or destroyed must report the incident to the Technology Director or Kendall County Forest Preserve District Executive Director.
9. ***Computer Hardware:*** No hardware will be added to the Kendall County Forest Preserve District computers or network that has not been reviewed and approved by Technology Services. This review process ensures that the hardware is compatible with existing hardware standards. The purchaser will assume ongoing maintenance and support responsibility for peripheral devices (printers, scanners, phones with email functions, etc.) purchased without Technology Services approval. The purchaser will also be responsible for purchasing any consumables that this equipment requires.

# CHAPTER VIII, EXHIBIT 1

## Kendall County Forest Preserve District

### Kendall County Technology Services

#### Preservation Notice

Effective immediately, please preserve until further written notice all of the following:

A brief description of the records to be preserved:
Dates:
To (if known):
From (if known):
Subject (if known):
Keywords:
Attachment Name (if known):
Reason for preservation:
Duration of preservation requirement (if known):
Other:

X \_\_\_\_\_ Date Requested  
Elected or Executive Director

X \_\_\_\_\_ Date Delivered  
Technology Services



**CHAPTER VIII, EXHIBIT 2**  
**Kendall County Forest  
Preserve District  
Technology Services  
Internal Request for Archived  
Emails**

Please list dates, keywords, and/or email addresses below.

<b>Dates:</b>
<b>To:</b>
<b>From:</b>
<b>Subject:</b>
<b>Keywords:</b>
<b>Attachment Name:</b>
<b>Other:</b>

Appointed Department Managers shall only have access to emails sent or received by employees supervised by the Appointed Department Manager or Executive Director while said emails are retained in the journal copy archive.

X \_\_\_\_\_ Date Requested  
Elected or Executive Director

X \_\_\_\_\_ Date Delivered  
Technology Services

<b>POLICY</b>	<b>CHAPTER</b>	<b>SECTION NO.</b>	<b>APPROVAL DATE</b>	<b>REVISION DATE</b>
Worker's Compensation	V	5.2	6/8/1992	
Credit Union	V	5.4	6/9/1992	
Conferences and Professional Organizations	III	3.5A	7/22/1992	
Performances Appraisal	IV	4.3	9/15/1992	
Retired Employees Insurance	V	5.1	1/14/1992	
Equal Employment	I	1.1	10/19/1999	
Employee References	II	2.3F	6/20/1995	
Gifts and Gratuities	III	3.5E	10/19/1999	
Auto Insurance	III	3.5F	10/19/1999	
Workplace Violence	III	3.6	10/19/1999	
Employee Assistance Program	V	5.5	10/19/1999	
Family Medical Leave (FMLA) Policy	VI	6.6	6/1/1994	1998
Flowers, Donations and Gifts	III	3.5D	11/27/1998	
Distribution	I	1.8	6/13/1991	9/18/2001
Network Policy	VIII	8	9/18/2001	
Banked Sick Leave	VI	6.2	1991	9/17/2002
Paid and Unpaid Leaves	VI	6.1	1991	2/28/2003
Holidays	VI	6.4	1991	7/15/2003
Compensation and Performance Administrative	IV	4.3	1991	7/15/2003
Policies	III	3.3	8/19/2003	
IMRF Disability Benefit	V	5.8	3/20/2001	12/16/2003
Paid and Unpaid Leaves	VI	6.1	2/28/2003	1/20/2004

<b>VESSA (Victim's Economic Security &amp; Safety Act Policy)</b>	<b>VI</b>	<b>6.12</b>	<b>4/1/2004</b>	<b>1/1/2020</b>
<b>Paid and Unpaid Leaves</b>	<b>VI</b>	<b>6.6</b>	<b>3/20/2001</b>	<b>5/18/2004</b>
<b>Employment Policies</b>	<b>II</b>	<b>2.2</b>	<b>3/20/2001</b>	<b>5/17/2005</b>
<b>Paid and Unpaid Leaves</b>	<b>VI</b>	<b>6.6</b>	<b>5/18/2004</b>	<b>5/17/2005</b>
<b>Military Leave</b>	<b>VI</b>	<b>6.8</b>	<b>8/1/1984</b>	<b>6/21/2005</b>
<b>Educational Reimbursement V 5</b>	<b>V</b>	<b>5.3</b>	<b>8/1/1984</b>	<b>9/19/2006</b>
<b>Illinois Clean Indoor Air/Smoke Free Workplace</b>	<b>VII</b>	<b>7.4</b>	<b>5/1/2007</b>	<b>5/1/2007</b>
<b>IMRF Disability Benefit</b>	<b>V</b>	<b>5.8</b>	<b>8/19/2008</b>	<b>8/19/2008</b>
<b>Technology Policy</b>	<b>VIII</b>	<b>8.1</b>	<b>9/18/2001</b>	<b>6/16/2009</b>
<b>Employment Procedures</b>	<b>II</b>	<b>2.2</b>		<b>7/19/2011</b>
<b>Drug and Alcohol Policy</b>	<b>VII</b>	<b>7.6</b>	<b>Section Replaced</b>	<b>12/17/2019</b>
<b>Identity Protection</b>	<b>III</b>	<b>3.7</b>	<b>6/18/2013</b>	
<b>Educational Reimbursement</b>	<b>V</b>	<b>5.3</b>	<b>11/19/2013</b>	<b>11/19/2013</b>
<b>Insurance-Employee and Dependents</b>	<b>V</b>	<b>5.1</b>	<b>11/19/2013</b>	<b>11/19/2013</b>
<b>Retirement</b>	<b>V</b>	<b>5.7</b>	<b>11/19/2013</b>	<b>11/19/2013</b>
<b>Maternity Accommodations Policy</b>	<b>VI</b>	<b>6.7</b>	<b>11/18/2014</b>	
<b>Technology Policy</b>	<b>VIII</b>	<b>8.1-8.7</b>	<b>6/17/2016</b>	
<b>Harassment Policy</b>	<b>VII</b>	<b>7.5</b>	<b>12/19/2017</b>	
<b>Reimbursement</b>	<b>V</b>	<b>5.3</b>	<b>12/17/2019</b>	