

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

**WEDNESDAY, JANUARY 6, 2021
6:00 P.M.**

KENDALL COUNTY HISTORIC COURTHOUSE – 3RD FLOOR COURTROOM

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

OLD BUSINESS

No items posted for consideration

NEW BUSINESS

- V. Review of Preliminary Financial Statements through December 31, 2020
- VI. FY21 Budget Discussions
 - a. Operating Funds Transfer and Revised Fund Balance Policy
 - b. FY21 Proposed Budget Amendment
 - c. FY21 Budgeted Appropriations Management Process Discussion
- VII. Review and Approval of Special Use Permit Requests
 - a. 2021 “Shoop Scoot” 5K Run at Ellis House and Equestrian Center
- VIII. KCFPD Insurance Updates
 - a. FY20 Insurance Premium Overpayment Credit
 - b. Shuh-Shuh-Gah Canoe Launch Area Claim Updates
- IX. Ellis Equestrian Center
 - a. Proposed Fees and Charges
 - b. Equestrian Center Management Software – Overview and Purchase of EquineGenie Tracking Software
- X. KCFPD Personnel Policy Manual – Final Draft
- XI. Capital Projects Updates
- XII. Executive Session
- XIII. Summary of Action Items
- XIV. Public Comments
- XV. Other Items of Business
- XVI. Adjournment

FOR REMOTE PARTICIPATION, PLEASE USE THE CONFERENCE CALL NUMBER AND CONFERENCE ID PROVIDED BELOW

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Kendall County Historic Courthouse – 110 W. Madison Street – 3rd 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.

KENDALL COUNTY FOREST PRESERVE DISTRICT

RESOLUTION 02-21-001 AMENDING

RESOLUTION 15-010

RESOLUTION ESTABLISHING A GENERAL FUND BALANCE RESERVE POLICY

WHEREAS, the Kendall County Forest Preserve District's Board of Commissioners desires to achieve a level of financial reserves to fund current and future operations and capital needs as well as cash flow requirements; and

WHEREAS, the Kendall County Forest Preserve District established an unrestricted Fund Balance Reserve for the General Fund and Fund Balance Policy for maintaining a calculated Fund Balance Reserve by Approval of Resolution #15-010 on December 17, 2015; and

WHEREAS, the Kendall County Forest Preserve District Policy outlines requirements for the Kendall County Forest Preserve District's Board of Commissioners to follow in order to maintain the approved level of unrestricted Fund Balance Reserve.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE KENDALL COUNTY FOREST PRESERVE DISTRICT, AS FOLLOWS:

The Kendall County Forest Preserve District's Board of Commissioners hereby adopts the amended *General Fund- Fund Balance Reserve Policy*, attached hereto as "Exhibit A"

Approved and adopted by the Board of Commissioners of the Kendall County Forest Preserve District of Kendall County, Illinois, this 2nd day of February, 2021.

Attest:

Judy Gilmour, President
Kendall County Forest Preserve District

Elizabeth Flowers, Secretary
Kendall County Forest Preserve District

EXHIBIT A

KENDALL COUNTY FOREST PRESERVE DISTRICT FINANCIAL POLICY General Fund - Fund Balance Reserve Policy

Purpose

The Kendall County Forest Preserve District's Board of Commissioners desires to maintain a sufficient level of financial resources to fund current and future operations and capital needs as well as annual cash flow requirements. This includes a requirement that no District fund shall post a negative balance at any time. This policy establishes an unrestricted Fund Balance Reserve for the General Fund and the method to calculate the Fund Balance Reserve. This policy is also intended to document the procedure the Kendall County Forest Preserve District's Board of Commissioners will follow in order to sustain a sufficient unrestricted Fund Balance Reserve.

Appropriate Level of Unrestricted Fund Balance Reserve for General Fund

The Kendall County Forest Preserve District has established that the appropriate level of unrestricted Fund Balance Reserve for the General Fund shall be sufficient to cover approximately ~~two to three~~ four and one half (4.5) months of each subsequent fiscal year's appropriated expenditures for operations and continued growth of reserve funds until such time as the sufficient fund balance is achieved. The FY21 fund balance reserve will be increased following amendment of the FY21 budget and subsequent transfer of \$215,000 from the District's Project Reserve Fund (Fund 1906) to \$411,000.

Procedure to Achieve a Sufficient Level of Unrestricted Fund Balance Reserve for General Fund

During each annual budget appropriation process between June and November, the projected ending unrestricted Fund Balance Reserve for the General Fund for the current fiscal year and the expenditure projections for subsequent fiscal year will be calculated. If the projected unrestricted Fund Balance Reserve is below \$411,000 within the General Fund, the Kendall County Forest Preserve District's Board of Commissioners will reduce expenditures and appropriations to support continued growth of the unrestricted Fund Balance Reserve of the General Fund to achieve a balance of approximately ~~two~~ four and one-half (4.5) months, or 37.7% of appropriated expenditures.

Annually in November, a year-end report projection will be presented for the unrestricted Fund Balance Reserve for the General Fund. At the last Commission meeting in November of each fiscal year, the Board of Commissioners will approve a budget that anticipates growth of the Fund Balance Reserve until such time as a ~~three-four~~ and one-half (4.5) months operating reserve balance representing 37.7% of appropriated expenditures for each subsequent fiscal year is achieved.

Approval Date: November 17, 2015

Revision Date: February 2, 2020

KCFPD Operations Committee
 Operating Fund (Fund 1900) Cash Flow Analysis
 Fund Balance Policy Review
 6-Jan-21

	19-Dec	20-Jan	20-Feb	20-Mar	20-Apr	20-May	20-Jun	20-Jul
Beginning Balance	\$ 341,881	\$274,271	\$253,669	\$160,231	\$ 76,190	\$(26,238)	(62,188.00)	196,119.00
Revenue	24,475.00	57,572.00	20,301.00	16,612.00	4,447.00	85,464.00	342,525.00	90,945.00
Expense	92,085.00	78,174.00	113,738.00	100,653.00	106,875.00	121,414.00	84,217.00	97,871.00
Ending Balance	274,271.00	253,669.00	160,231.00	76,190.00	(26,238.00)	(62,188.00)	196,119.00	189,193.00
Monthly Net Change	(67,611.00)	(20,602.00)	(93,437.00)	(84,041.00)	(102,428.00)	(35,950.00)	258,307.00	(6,926.00)
Cumulative Net Change	\$ (67,611)	(88,213.00)	(181,650.00)	(265,691.00)	(368,120.00)	(404,070.00)	(145,762.00)	(152,688.00)

Fund Balance as of 12/01/20 \$ 196,821.00
 Proposed Transfer from Fund 1906 \$ 215,000.00
 Updated Fund Balance \$ 411,821.00

Current FY21 Appropriations \$ 1,091,803.00
 Reserve Percentage of Total Appropriations 37.7%
 FY21 Monthly Expenditures (Straight-Line) \$ 90,983.58
 FY20 Monthly Expenditures Avg. 12-19 to 6-20 \$ 102,156.50

2.16 Fund Balance Reserve (Months) Prior to Transfer
 4.53 Fund Balance Reserve (Months) Following Transfer

Kendall County Forest Preserve District Operating Fund

KCFPD FY21 Amended Budget for Commission Approval - 12-15-2020		ACTUAL	BUDGET	ACTUAL	Est. Year End	BUDGET
KCFPD Operating Fund #1900		2019	2020	11/30/2020	11/30/2020	2021
ACCOUNT & DESCRIPTION						
Beginning Balance (est.)		344,356	384,783	341,881	341,881	196,821
REVENUE						215,000
Transfer In from Forest Preserve Improvement Fund #1906						
190011	190011	590,914	615,000	610,969	610,969	640,646
	190011 41010					
	Current Tax	1,599	1,700	591	591	591
	190011 41350					
	Interest Income					
	190011 42250	20	2,000	620	620	620
	190011 42250					
	Other Income (Sponsorship Program)					
	Carbon Credits Sale - Fox River Bluffs					
	CARES Act Reimbursement					
	19001162 42250	22,087	22,087	22,512	22,512	22,087
	Ellis Center Grounds (Farm License Rev.)					
	19001163 42250	7,105	9,000	2,605	2,605	2,605
	Ellis Center Camps					
	19001164 42250	54,301	50,000	56,817	56,817	56,817
	Ellis Center Riding Lessons					
	19001165 42250	7,621	8,500	4,226	4,226	4,226
	Ellis Center Birthday Parties					
	19001166 42250	7,056	5,500	1,742	1,742	1,742
	Ellis Center Public Programs					
	19001167 42250	21,450	24,600	21,385	21,385	21,385
	Sunrise Center North License Agreement					
	19001168 42250	11,080	2,000	7,625	7,625	7,625
	Ellis Center Weddings					
	19001169 42250	4,790	4,500	2,100	2,100	2,100
	Ellis Center Other Rentals					
	19001170 42250	1,656	1,500	250	250	250
	Ellis Center 5K Event					
	19001171 42250	2,250	2,250	2,526	2,526	2,526
	Hoover Revenue (Yorkville Athletic Assoc. License)					
	19001171 42250	3,445	3,000	2,526	2,526	2,526
	Hoover Revenue (Residence Lease)					
	19001172 42250	30,714	35,000	11,370	11,370	11,370
	Hoover Bunkhouse Rental Rev					
	19001173 42250	6,120	6,000	1,655	1,655	1,655
	Hoover Campsite Rental Rev					
	19001174 42250	17,316	18,000	10,337	10,337	10,337
	Hoover Meadowhawk Rental Rev					
	19001176 42250	41,938	38,000	5,357	5,357	5,357
	Env. Educ. - School Programs					
	19001177 42250	24,576	32,000	17,620	17,620	17,620
	Env. Educ. - Camps					
	19001178 42250	106,215	115,800	97,194	97,194	101,811
	Env. Educ. - Natural Beginnings					
	19001179 42250	6,704	7,500	12,589	12,589	12,589
	Env. Educ. - Other Public Programs					

Kendall County Forest Preserve District Operating Fund

KCFPD FY21 Amended Budget for Commission Approval - 12-15-2020		ACTUAL		BUDGET		ACTUAL		BUDGET	
KCFPD Operating Fund #1900		2019		2020		11/30/2020		Est. Year End 11/30/2020	
	Env. Educ. - Other Revenue								
19001183	42250	8,800	12,500	24,596	24,596			24,596	
19001183	42250								
19001175	42860	542	500	3,499	3,499			500	
19001164	42860	103	200	-	-			200	
	Donations - Hoover								
	Donations - Administration								
	Donations - Environmental Education								
19001175	42860	300	300	830	830			830	
19001178	42860								
	Donations - Env. Educ. Other Programs								
	Donations - Natural Area Volunteers								
19001183	42860	525	500	1,950	1,950			1,950	
	Donations - Grounds & Natural Resources								
19001183	42900	4,175	4,500	2,625	2,625			2,625	
19001184	42900	3,269	10,956	11,198	11,198			11,198	
	Picnic & Shelter Rental - Grounds & Natural Resources								
	Rental Revenue - Pickerill-Pigott								
19001183	42920	3,818	10,000	11,000	11,000			11,000	
19001183	42920								
	Preserve Improvements - Grants (K-12 Pollinator)								
	Preserve Improvements - Grants (Pollinator Meadows Pilot)								
190011	42930	128,882	100,932	95,379	95,379			95,379	
	Farm License Revenue								
190011	42940	2,931	3,000	2,219	2,219			2,219	
	Credit Card Revenue - All Preserves								
19001168	43450	4,200	-	7,300	7,300			7,300	
19001169	43450	1,395	600	2,300	2,300			2,300	
19001172	43450	5,800	6,000	2,000	2,000			2,000	
19001174	43450	12,990	11,000	4,617	4,617			4,617	
19001184	43450	1,000							
	Security Deposit Revenue - Hoover Meadowhawk								
	Security Deposit Revenue - Pickerill-Pigott								
	Total Revenue	1,147,684	1,165,425	1,062,126	1,062,126			1,062,126	1,306,803

Kendall County Forest Preserve District Operating Fund

KCFPD FY21 Amended Budget for Commission Approval - 12-15-2020
KCFPD Operating Fund #1900

PERSONNEL

	ACTUAL 2019	BUDGET 2020	ACTUAL 11/30/2020	Est. Year End 11/30/2020	BUDGET 2021
190011 51090 Board Per Diem	4,100	3,168	3,348	3,348	10,000
190011 51160 Salary - Part Time Administration	7,938	655	655	655	-
190011 51390 Salary - Full Time Administration	145,176	177,778	163,578	163,578	161,800
190011 51470 Stipend - Full Time Administration (Executive Director)			21,020	21,020	10,668
190011 51470 Stipend - Full Time Administration (HR, Acct. Payable & Reserv. Coord.)			-	0	5,138
190011 51470 Stipend - Full Time Administration (Asst. County Admin.)			-	0	5,820
19001183 51160 Salary - Part Time Grounds & Natural Resources	33,866	58,107	58,932	58,932	18,995
19001183 51390 Salary - Full Time Grounds & Natural Resources	103,197	73,299	75,814	75,814	84,937
19001176 51390 Salary - Part Time Pickerill Pigott					
Salary Full Time: Env. Education					
Env. Educ. FT Salary - School Programs Expense	14,413	21,950	22,845	22,845	17,823
Env. Educ. FT Salary - Camps Expense	8,212	13,531	14,085	14,085	11,098
Env. Educ. FT Salary - Natural Beginnings Expense					29,981
Env. Educ. FT Salary - Other Public Programs Expense	1,209	1,443	1,502	1,502	3,030
Env. Educ. FT Salary - Laws of Nature	456	3,614	3,761	3,761	1,187
Salary Part Time: Env. Education					
Env. Educ. PT Salary - School Programs Expense	19,659	2,858	3,089	3,089	10,000
Env. Educ. PT Salary - Camps Expense	12,891	6,462	6,462	6,462	8,100
Env. Educ. PT Salary - Natural Beginnings Expense	66,749	69,677	74,784	74,784	52,935
Env. Educ. PT Salary - Other Public Programs Expense	4,824	2,629	3,079	3,079	5,794
Env. Educ. PT Salary - Laws of Nature	1,254	193	193	193	2,000
Env. Educ. PT Salary - Other Expense	1,923	1,550	1,550	1,550	
Salary Part Time - Ellis					
Salary PT - Ellis House	8,402	6,740	6,876	6,876	1,100
Salary PT - Ellis Barn	12,341	16,435	17,140	17,140	1,100

Kendall County Forest Preserve District Operating Fund

KCFPD FY21 Amended Budget for Commission Approval - 12-15-2020		ACTUAL		BUDGET		ACTUAL		BUDGET	
KCFPD Operating Fund #1900		2019		2020		11/30/2020		Est. Year End 11/30/2020	
									BUDGET 2021
19001162	51160	20,051	24,751	26,085	26,085			2,200	
	Salary PT - Ellis Grounds							10,071	
19001160	51390							10,071	
	Salary FT - Ellis House							20,142	
19001161	51390							1,650	
	Salary FT - Ellis Barn							37,638	
19001162	51390							4,676	
	Salary FT - Ellis Grounds							2,015	
19001163	51160	3,874	1,380	1,380	1,380			17,000	
	Salary PT - Ellis Center Camps Expense							1,452	
19001164	51160	33,291	28,311	29,819	29,819			1,452	
	Salary PT - Ellis Center Riding Lessons Expense							1,452	
19001165	51160	5,464	4,909	5,168	5,168				
	Salary PT - Ellis Center Birthday Parties Expense								
19001166	51160	2,644	864	864	864				
	Salary PT - Ellis Center Public Programs Expense								
19001167	51160	16,479	14,397	15,082	15,082				
	Salary PT - Ellis Sunrise License Agreement								
19001168	51160	5,361	3,871	4,008	4,008				
	Salary PT - Ellis Center Weddings Expense								
19001169	51160		-	-	-				
	Salary PT - Ellis Center Other Rentals Expense								
19001171	51160								
	Salary PT - Hoover Grounds								
19001172	51160	27,115	21,684	22,264	22,264				
	Salary PT - Hoover Bunkhouse								
19001173	51160	13,563	10,844	11,134	11,134				
	Salary PT - Hoover Campsite								
19001174	51160	6,785	5,422	5,567	5,567				
	Salary PT - Hoover Meadowhawk								
		7,014	5,417	5,561	5,561				
19001171	51390								
	Salary FT - Hoover Grounds								
19001172	51390	25,024	37,370	38,987	38,987				
	Salary FT - Hoover Bunkhouse								
19001173	51390	12,512	18,685	19,494	19,494				
	Salary FT - Hoover Campsite								
19001174	51390	6,256	9,343	9,747	9,747				
	Salary FT - Hoover Meadowhawk								
		6,256	9,343	9,747	9,747				
Total Personnel		638,297	656,678	683,620	683,620			668,939	

Kendall County Forest Preserve District Operating Fund

KCFPD FY21 Amended Budget for Commission Approval - 12-15-2020
KCFPD Operating Fund #1900

	ACTUAL 2019	BUDGET 2020	ACTUAL 11/30/2020	Est. Year End 11/30/2020	BUDGET 2021
<u>CONTRACTUAL</u>					
190011 62150	1,650	1,650	1,650	1,650	2,250
190011 62150					1,000
190011 62150					1,000
190011 62030	1,114	1,595	1,595	1,595	-
190011 62040	2,570	3,429	3,429	3,429	500
190011 62090	245	658	658	658	1,000
190011	300				
19001163 63020	1,782	2,682	2,682	2,682	
19001164 63020	2,650	4,060	4,060	4,060	9,000
19001165 63020	2,308	2,713	2,713	2,713	
19001166 63020					500
19001168 63070	1,420	1,683	1,683	1,683	1,700
19001183 63070	7,009	6,493	6,493	6,493	6,500
19001183	15,255				
19001183 63540	11,574	12,690	12,690	12,690	11,750
190011 65490	7,500	7,750	7,750	7,750	8,000
190011 68340	870	-	-	-	500
190011 68560	6,734	6,395	6,395	6,395	6,750

Kendall County Forest Preserve District Operating Fund

KCFPD FY21 Amended Budget for Commission Approval - 12-15-2020		ACTUAL 2019	BUDGET 2020	ACTUAL 11/30/2020	Est. Year End 11/30/2020	BUDGET 2021
Total Contractual		62,981	51,798	51,798	51,798	50,450
<u>COMMODITIES</u>						
190011 62000	Office Supplies & Postage - Administration		16,403	16,404	16,404	7,000
190011 62000	CARES Act Purchases	1,644	788	788	788	1,906
19001160 62000	Office Supplies & Postage - Ellis House					750
19001183 62180	Fuel: Gas & Oil Grounds	13,539	13,050	13,050	13,050	13,100
19001183 62400	Uniforms - Grounds	2,366	2,313	2,313	2,313	-
19001176 63030	Environmental Education	1,970	52	52	52	-
19001177 63030	Env. Educ. - School Programs Expense	1,448	475	475	475	209
19001178 63030	Env. Educ. - Natural Beginnings Expense	3,538	2,603	2,603	2,603	2,000
19001179 63030	Env. Educ. - Other Public Programs Expense	664	417	417	417	200
19001180 63030	Env. Educ. - Laws of Nature Expense	567	347	347	347	150
19001183 63090	Gas - Grounds & Natural Resources	3,442	3,465	3,465	3,465	3,475
19001184 63100	Electric - Pickerill Pigott	4,579	7,448	7,448	7,448	7,450
19001182 63130	Natural Area Volunteer Supplies	1,229	-	-	-	-
	Natural Area Management Supplies	75	-	-	-	-
190011 63510	Electric - Administration	2,830	2,982	2,982	2,982	3,000
190011 68500	Project Fund Expense		9,310	9,259	9,259	
190011 68430	Promotion/Publicity	4,914	3,637	3,637	3,637	1,000
190011 68440	Newsletter		216	216	216	400

Kendall County Forest Preserve District Operating Fund

KCFPD FY21 Amended Budget for Commission Approval - 12-15-2020
KCFPD Operating Fund #1900

	ACTUAL 2019	BUDGET 2020	ACTUAL 11/30/2020	Est. Year End 11/30/2020	BUDGET 2021
Utilities - Ellis					
19001160 62270 Utilities - Ellis House	6,967	11,183	11,183	11,183	6,120
19001161 62270 Utilities - Ellis Barn	4,602	1,019	1,019	1,019	6,120
Utilities & Maintenance - Hoover					
19001171 63090 Hoover - Gas	7,202	5,704	5,704	5,704	5,750
19001171 63100 Hoover - Electric	15,997	13,943	13,943	13,943	13,950
19001171 62270 Hoover - Other Utilities	3,557	4,555	4,555	4,555	4,600
19001171 63310 Hoover - Shop Supplies	4,581	4,919	4,919	4,919	3,000
19001171 63120 Hoover - Building Maintenance	10,813	8,261	8,261	8,261	5,000
19001171 68580 Hoover - Grounds Maintenance	5,404	7,707	7,707	7,707	4,000
19001171 66500 Hoover - Other Expenses	3,189	1,032	1,032	1,032	1,000
Promotion/Publicity - Ellis					
19001163 68430 Promotion/Publicity - Ellis Camps		39	39	39	-
19001164 68430 Promotion/Publicity - Ellis Riding Lessons	25	36	36	36	-
19001165 68430 Promotion/Publicity - Ellis Birthday Parties		-	-	-	
	490				
19001169 68430 Promotion/Publicity - Ellis Weddings					
19001170 68430 Promotion/Publicity - Ellis Other Rentals	69	-	-	-	
19001166 68570 Volunteer Expense - Ellis Public Programs	593	203	203	203	150
Animal Care & Supplies - Ellis					
19001163 63000 Animal Care & Supplies - Ellis Camps	424	192	192	192	
19001164 63000 Animal Care & Supplies - Ellis Riding Lessons	6,875	8,318	8,318	8,318	9,200
19001165 63000 Animal Care & Supplies - Ellis Birthday Parties	241	189	189	189	
19001166 63000 Animal Care & Supplies - Ellis Public Programs	50				
19001167 63000 Animal Care & Supplies - Sunrise Center North	1,232	1,725	1,725	1,725	1,200
Horses Acquisition & Tack - Ellis					
19001163 63010 Horses Acquisition & Tack - Ellis Camps		500	500	500	
19001164 63010 Horses Acquisition & Tack - Ellis Riding Lessons		1,000	1,000	1,000	-
19001165 63010 Horses Acquisition & Tack - Ellis Birthday Parties		500	500	500	

Kendall County Forest Preserve District Operating Fund

KCFPD FY21 Amended Budget for Commission Approval - 12-15-2020	ACTUAL 2019	BUDGET 2020	ACTUAL 11/30/2020	Est. Year End 11/30/2020	BUDGET 2021
KCFPD Operating Fund #1900					
Horses Acquisition & Tack - Ellis Public Programs					
Uniforms - Ellis					
19001163 62400					
19001164 62400					
19001165 62400		318	318	318	
19001168 62400					
Program Supplies - Ellis					
19001163 63030	734	492	492	492	450
19001165 63030	806	355	355	355	300
19001170 63030	32				
19001184 63030	1,038	30	30	30	
19001183 63110	5,898	5,659	5,659	5,659	4,150
Total Commodities					
	132,664	141,387	141,338	141,338	105,630

Kendall County Forest Preserve District Operating Fund

KCFPD FY21 Amended Budget for Commission Approval - 12-15-2020 KCFPD Operating Fund #1900	ACTUAL 2019	BUDGET 2020	ACTUAL 11/30/2020	Est. Year End 11/30/2020	BUDGET 2021
OTHER					
Equipment - Administration					
Equipment - Grounds & Natural Resources	25,941	34,974	34,974	34,974	15,000
Preserve Improvements - Administration					
Preserve Improvements - Grounds & Natural Resources	10,764	21,455	21,455	21,455	250
Contributions	2,411	2,392	2,392	2,392	
Grounds & Maintenance Equipment - Ellis					
Grounds & Maint. - Ellis House	3,305	3,817	3,817	3,817	3,800
Grounds & Maint. - Ellis Barn	1,952	2,342	2,342	2,342	2,000
Grounds & Maint. - Ellis Grounds	4,829	5,724	5,724	5,724	4,000
Security Deposit Refunds					
Security Deposit Refunds					
Security Deposit Refunds - Ellis Camps					
Security Deposit Refunds - Ellis Riding Lessons		-		-	
Security Deposit Refunds - Ellis Public Programs		90	90	90	
Security Deposit Refunds - Ellis Weddings	7,960	4,200	4,200	4,200	4,200
Security Deposit Refunds - Ellis Other Rentals	1,615	300	300	300	300
Security Deposit Refunds - Hoover	14,474	14,629	14,629	14,629	6,617
Security Deposit Refunds - Env. Education School Programs		1,854	1,854	1,854	
Security Deposit Refunds - Env. Education Camps		2,456	2,456	2,456	
Security Deposit Refunds - Env. Education Natural Beginnings		9,187	9,187	9,187	
Security Deposit Refunds - Env. Education Public Programs		548	548	548	
Security Deposit Refunds - Grounds		1,234	1,234	1,234	
Contributions					
Credit Card Fee Expense - Ellis Camps	60				

Kendall County Forest Preserve District Operating Fund

KCFPD FY21 Amended Budget for Commission Approval - 12-15-2020 KCFPD Operating Fund #1900	ACTUAL 2019	BUDGET 2020	ACTUAL 11/30/2020	Est. Year End 11/30/2020	BUDGET 2021
Credit Card Fee Expense - Public Programs	14				
Total Other	73,327	105,201	105,201	105,201	36,167
Total Expenditures	1,150,157	1,180,293	1,207,186	1,207,186	1,091,803
Operating Surplus / (Deficit)	(2,474)	(14,868)	(145,061)	(145,061)	215,000
Ending Balance	341,883	369,915	196,820	196,820	411,821
Beginning Balance	344,356	384,783	341,881	341,881	196,821
Total Revenue	1,147,684	1,165,425	1,062,126	1,062,126	1,306,803
Total Personnel	638,297	656,678	683,620	683,620	668,939
Total Employee Benefits	242,888	225,230	225,230	225,230	230,617
Total Contractual	62,981	51,798	51,798	51,798	50,450
Total Commodities	132,664	141,387	141,338	141,338	105,630
Total Other	73,327	105,201	105,201	105,201	36,167
Total Expenditure	1,150,157	1,180,293	1,207,186	1,207,186	1,091,803
Surplus / (Deficit)	(2,474)	(14,868)	(145,061)	(145,061)	215,000
Ending Balance	341,883	369,915	196,820	196,820	411,821

FP Project Improvement (Project Reserve) Fund Fund 1906

ACCOUNT & DESCRIPTION	ACTUAL 2019	BUDGET 2020	Current YTD 11/30/2020	Est. Year End 11/30/2020	BUDGET 2021	% CHANGE IN BUDGET
Beginning Balance		376,244	376,244	376,244	379,116	
REVENUE						
190611 40300 Transfer from Bond Proceeds #1901	329,065	202,494				
190611 41350 Interest Income	1,016		2,871	2,871		0
190611 Other Revenues						
190611 Transfer from FP Debt Service 2012	14,181					
190611 Transfer from FP Debt Service 2015/16	31,981					
Total Revenue	376,244	202,494	2,871	2,871	0	-100.0%
EXPENDITURE						
190611 61300 Transfer to Bond Proceeds #1901		375,228			164,116	
190611 Transfer to Capital Projects Fund #1907					215,000	
190611 Transfer to FP Operating Fund #1900						
190611 Project Improvement Contingency						
190611 Other Expenses						
Total Expenditure	0	375,228	0	0	379,116	
Revenue over/(under) Expenditure	376,244	(172,734)	2,871	2,871	(379,116)	
Ending Balance	376,244	203,510	379,116	379,116	(0)	-100.0%

**Forest Preserve Capital Fund
Fund 1907**

ACCOUNT & DESCRIPTION	Current YTD 11/30/2020	BUDGET 2021	BUDGET NOTES
<i>Beginning Balance</i>	0	0	
REVENUE			
190711 40350 Transfer in from 2007 Bond Proceeds Fund #1901 (950)		393,698	Est. 2007 Bond Proceeds Remaining Fund Balance
190711 Transfer in from OSLAD Fund #1905		158,250	
190711 Transfer in from Project Improvement Fund #1906 (951)		164,116	Improvement Fund Balance
190711 Transfer in from FRB Cropland Conversion #1909 (954)		30,000	IDNR Habitat Grant
190711 IPMG Insurance Reimbursement		5,000	IPMG-ICRMT Pickerill Estate Roof Replacement Disbursement
190711 Grant Award - Morton Arboretum Landscape		25,000	The Morton Arboretum - LSR 50% Grant Reimbursement
190711 Grant Award - ICECF K-12 Pollinator		11,000	ICECF K-12 Pollinator Grant Reimbursement
190711 Grant Award - ICECF Pilot Pollinator Meadows		10,000	ICECF Pilot Pollinator Meadows Grant Award Reimbursement
190711 41350 Interest Income		200	
Total Revenue	0	797,264	
EXPENDITURE			
190711 62180 Equipment Replacement Contingency		33,762	Per 5-Year Plan Schedule
190711 Project Fund Expense		33,762	
190711 Transfer to Land Cash Fund - Reservation Woods		52,700	Reservation Woods Acquisition Project
190711 68530 Project Fund Expense - Millbrook Bridge Removal Project		330,580	D. Construction Contract Pieceholder - Final TBD
190711 68530 Project Fund Expense - Pickerill Estate House Roof		50,000	Pickerill Estate Roof \$5,000 (Final Reimbursement Following Replacement)
190711 68530 Project Fund Expense - Morton Arboretum Landscape		25,000	The Morton Arb. Landscape Scale Restoration Project Award \$50,000 (Grant Period Ends 11/30/22)
190711 68530 Project Fund Expense - ICECF Pilot Pollinator Meadows		20,000	ICECF Pilot Pollinator Meadows Grant Award \$10,000 (Grant Period Ends 04/30/21)
190711 68530 Project Fund Expense - ICECF K-12 Pollinator		12,000	ICECF K-12 Pollinator Grant Award \$11,000 (Grant Period Ends 04/30/22)
Total Expenditure	0	557,814	
Ending Balance	0	239,450	

FP Land Cash Fund 1910

ACCOUNT & DESCRIPTION	ACTUAL 2019	BUDGET 2020	Current YTD 11/30/2020	Est. Year End 11/30/2020	BUDGET 2021	% CHANGE IN BUDGET
Beginning Balance	127,983	127,983		0	0	
REVENUE						
191011 Transfer In From Land Cash					157,514	
191011 Interest Income					136,640	
191011 Grant Awards					52,700	
191011 Donations						
191011 42490 Transfer in From Forest Preserve Capital Fund (1907)		40,000				
Total Revenue	0	40,000	0	0	346,854	
EXPENDITURE						
191011 Land Acquisition					210,214	
191011 61300 Transfer Out to Capital Fund #1907		127,983				
Total Expenditure	0	127,983	0	0	210,214	
Revenue over/(under) Expenditure	0	(87,983)	0	0	136,640	
Ending Balance	127,983	40,000	0	0	136,640	241.6%

Overtime - Full Time Employees**Budget Year 2021**

Pay Period Ending	4-Dec-20	
J Anderson		\$94.41
A Luettich		\$139.57
A Meciej		\$429.92
		\$663.90

Pay Period Ending	18-Dec-20	
		\$0.00

Pay Period Ending	1-Jan-21	
J Anderson		\$98.52
A Meciej		\$108.00
		\$206.52

Year to Date Total: \$870.42

DRAFT

**KENDALL COUNTY FOREST PRESERVE
ADVANCE PURCHASE REQUEST**

Please fill out information listed below completely and turn into Becky Antrim.

Item Purchase Request: _____
(detailed information is required)

Reason for purchase: _____

Vendor: _____

Amount of purchase: _____

Expense Line Item to code: _____

Date item is needed: _____

Signature: _____ **Date:** _____

Balance of Expense Line Item: (to be filled out by Becky and Dave) _____

FOREST PRESERVE COMMISSION APPROVAL

Item and dollar amount approved: _____

Date of approval by Forest Preserve Board Members: _____

Date Approval Notice to Employee : _____

Special Events Policy
Kendall County Forest Preserve District

The Kendall County Forest Preserve District will allow Special Events that it deems to be in the public interest to be held on District property. A Special Event will be defined as an event in which District property will be used in a manner that is inconsistent with normal preserve activities, such as an event that involves the sale of concessions and/or other goods and services, the use of temporary structures, or multi-day events.

These Events will not be allowed to disturb the natural resources of the District in any way, and will only be allowed on District properties where the District deems there to be adequate facilities.

- Those persons, groups, or organizations requesting to hold a Special Event on District property will have to obtain a Special Event Permit from the District.
- A two month lead time is required.
- All events are required to supply an itinerary at time of application.
- Business, churches, scouts, school groups, etc. require a Certificate of Insurance naming Kendall County Forest Preserve District as an Additional Insured.

The Special Event Permit fee is in addition to the reservation fee for the location where your event is being held. Reservations may be made up to one year in advance.

The District staff shall, with the concurrence of the Forest Preserve Committee, award the Special Event Permits.

3. Selling concessions/food? _____ X

A = \$ 50.00 (continued)

Will this Special Event include:	Yes	No
4. Selling goods and services?	_____	<u>X</u>
5. Electronically amplified sound?	_____	<u>X</u>

B = \$ 150.00

6. Business uses in Preserve?	_____	<u>X</u>
7. Group larger than 250 people?	_____	<u>X</u>
8. Extensive Use of grounds?	<u>X</u>	_____

C = \$ 250.00

9. Extensive Use of staff time?	<u>X</u>	_____
10. Closes and/or limits part(s) of preserve to other users?	<u>X</u>	_____

▶ Permittee will be charged only for the highest category (A, B, or C) that is checked.

Description of the Special Event, including details of any 'Yes' answers from above:

The 5k run will include a 3.1 mile course within the Baker Woods Forest Preserve trail system.

Applicant's Signature: _____

Date: _____

**Special Event Agreement
Kendall County Forest Preserve District**

The Kendall County Forest Preserve District (District) and Rheta Murdaugh (Permittee) agrees as follows:

1. The Permittee shall meet the following insurance requirements:
 - A. Permittee shall have general liability coverage of \$1,000,000 per occurrence.
 - B. Certificates of Insurance must state the following: *The Kendall County Forest Preserve District is an additional insured on a primary and non-contributory basis.*
2. The Permittee shall pay the District \$250.00 for this approved Special Event Permit. Payment is due upon approval of permit.
- 3.
4. The Permittee agrees to indemnify and hold harmless the District against any and all claims, losses, suits, and damages against the District arising, directly or indirectly out of the use of District premises or performance of this Special Event Agreement, specifically including claims resulting from any act or omission of the Permittee and the District, individually, and/or jointly and severally.
2. If concessions/food is to be sold at the Special Event, the vendors must comply with all requirements and regulations of the Illinois Department of Health and/or other governmental bodies having control over such vending operations, including the Kendall County Health and Human Services Department. The vendor shall possess all food and beverage dispensing licenses, taxes, and permits that are required by law.
2. The Permittee shall limit the Special Event activities to those described in the Special Use Permit Application.
2. The Permittee shall follow all District rules and regulations (see attached).
2. The Special Event Permit and the Permittee shall be present on-site at the Special Event.
2. The attached itinerary shall be a part of the Special Event Agreement.

Kendall County Forest Preserve District:

Signed: _____, Director / President

Permittee:

Signed: 

Date: January 19, 2021

David Guritz

From: Daniel Kole <daniel.kole@ipmg.com>
Sent: Wednesday, December 16, 2020 8:20 AM
To: David Guritz
Cc: Rebecca Antrim
Subject: [External]RE: ICRMT 2020-21 Renewal Invoices - Kendall County Forest Preserve District
Attachments: Renewal Statement.pdf

Good morning Dave,

As per your email below, I was able to get our accounting department to apply the overpayment (\$6,992) to the first installment. Please see the attached renewal statement reflecting the total due of \$6,541 as you projected. Thank you for your patience and let me know if you have any questions!

Daniel Kole

Program Underwriting Associate



INSURANCE PROGRAM MANAGEMENT GROUP

California License #0F89853

In California DBA IPMG Insurance Brokerage, LLC

225 Smith Road, St. Charles, IL 60174

Direct: 630-485-5952 | Fax: 630-485-5953

Daniel.Kole@ipmg.com | www.IPMG.com

From: David Guritz <dguritz@co.kendall.il.us>
Sent: Monday, December 14, 2020 11:00 AM
To: Daniel Kole <daniel.kole@ipmg.com>
Cc: Rebecca Antrim <rantrim@co.kendall.il.us>
Subject: ICRMT 2020-21 Renewal Invoices - Kendall County Forest Preserve District

Good afternoon Dan:

Per your e-mail and payment schedule, please be advised that the District did receive confirmation of an overpayment from ICRMT for 20-21 as follows:

Total Amount Paid: \$62,298.04

Total Amount Owed: \$55,376.00

Amount of Overpayment for 20-21: \$6,922.04

The first installment owed to ICRMT shown on the attached invoice is \$13,463.00.

Please confirm that the 20-21 overpayment will be applied to this first invoice, with a net amount owed of \$6,540.96.

Becky, please plan to process this amount rather than the amount stated on the invoice on the next claims run.

I have printed off the schedule noting the credit for the overpayment.

Thanks!

Dave

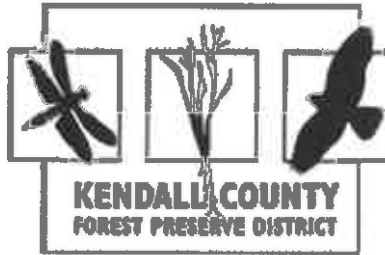
Dave Guritz

Director

Kendall County Forest Preserve District

(630) 553-4131

dguritz@co.kendall.il.us



Subscribe to the [Stepping Stones eNewsletter](#) today!

From: Daniel Kole <daniel.kole@ipmg.com>

Sent: Monday, December 14, 2020 10:07 AM

To: David Guritz <dguritz@co.kendall.il.us>

Subject: [External]ICRMT 2020-21 Renewal Invoices - Kendall County Forest Preserve District

Dear Member,

Attached please find your ICRMT renewal invoices based on the pay plan you selected on your Acceptance Form. Note that credits, if applicable, are shown in parenthesis. The credits if applicable were applied to your first installment rather than spread out as indicated on your proposal. For accounting purposes, this needed to be done this way. **Any overpayment you have made will be applied to your next installment.** A Statement may also be attached which will show your most recent payment on the renewal.

We apologize for the confusion we have created with this. If you have any questions, please feel free to contact us.

Thank you for your continued support of the ICRMT Program.

Daniel Kole

Program Underwriting Associate



INSURANCE PROGRAM MANAGERS GROUP

California License #0F89853

In California DBA IPMG Insurance Brokerage, LLC

225 Smith Road, St. Charles, IL 60174

Direct: 630-485-5952 | Fax: 630-485-5953

Daniel.Kole@ipmg.com | www.IPMG.com

David Gurlitz

From: David Gurlitz
Sent: Thursday, October 8, 2020 1:16 PM
To: 'Liz Laing'
Cc: Samantha.Shock@alliant.com; ANDY MOORE
Subject: 200925W012 - Kendall County Forest Preserve District - Kendall County Forest Preserve District, Pickerall House Roof - O - 0006 - P2-1000669-1920-01 - 07/07/2020
Attachments: Damage Photos March 2020.pub

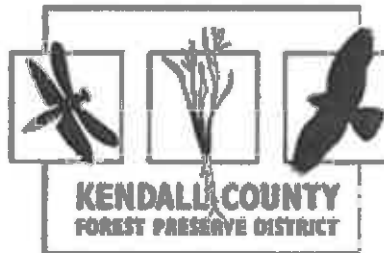
Perfect, Liz. I'll get to work on this.

Andy, would D. Construction be interested in quoting for the repairs needed at the canoe launch site? In March 2020, there was a vehicle accident report, and one of our gates, limestone column(s), split rail fencing section, and title sign were damaged by the collision (photos attached).

Thanks for considering.

Dave

Dave Guritz
Director
Kendall County Forest Preserve District
(630) 553-4131
dguritz@co.kendall.il.us



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From: Liz Laing <liz.laing@ipmg.com>
Sent: Thursday, October 8, 2020 1:12 PM
To: David Guritz <dguritz@co.kendall.il.us>
Cc: Samantha.Shock@alliant.com
Subject: RE: [External]200925W012 - Kendall County Forest Preserve District - Kendall County Forest Preserve District, Pickerall House Roof - O - 0006 - P2-1000669-1920-01 - 07/07/2020

Hi Dave!

Yes, we're going to pursue subro on this one to get you guys reimbursed so I'll need a quote for the repairs as well as any photos of the damage, if you have them?

Once we have those items I will send a demand out to Tokio Marine.

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 | www.IPMG.com
Check out our new website!



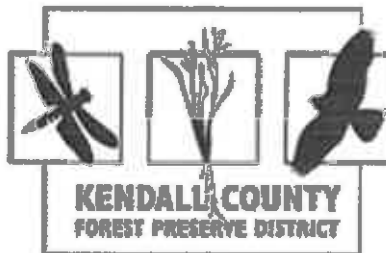
From: David Guritz <dguritz@co.kendall.il.us>
Sent: Wednesday, October 7, 2020 4:29 PM
To: Liz Laing <liz.laing@ipmg.com>
Cc: Samantha.Shock@alliant.com
Subject: RE: [External]200925W012 - Kendall County Forest Preserve District - Kendall County Forest Preserve District, Pickerall House Roof - O - 0006 - P2-1000669-1920-01 - 07/07/2020

Liz:

Any updates on the canoe launch claim? Please advise if you need me to pull together a quote for the repairs.

Dave

Dave Guritz
Director
Kendall County Forest Preserve District
(630) 553-4131
dguritz@co.kendall.il.us



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From: Liz Laing <liz.laing@ipmg.com>
Sent: Monday, October 5, 2020 10:30 AM
To: David Guritz <dguritz@co.kendall.il.us>
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 | www.IPMG.com
Check out our new website!



To: Kendall County Board of Commissioners- Operations Committee
From: Emily Shanahan, Environmental Education Programs Manager
RE: 2021 Summer Camp Program (Environmental Education and Equestrian Camps)
Proposed Fees and Charges
Date: January 5, 2021

We are excited to open enrollment for our 2021 summer camps on January 20, 2021.

You can view all proposed fees and camp themes in the camp booklet that is attached with the packet.

Staff Recommendation:

We recommend raising all camp fees by \$5.00 for the 2021 camp season.



2021 Summer Camps Catalog



Registration Begins January 20, 2021!
Camps fill fast!
Be sure to reserve your child's spot today!



How to Register:

1. Choose a camp based on the age of your child or the grade that your child will be entering in the 2021-2022 school year.
2. Fill out and return the required forms and payment. Forms are attached to the back of this booklet. See address on form or email the forms to edombrowski@co.kendall.il.us.
3. **Your child's spot will not be reserved until all forms and payment are received.**
4. If you have questions about a nature camp contact Emily at 630-553-2292 or email edombrowski@co.kendall.il.us. If you have questions about an equestrian camp contact Kris at 815-475-4035 or email kmondrella@co.kendall.il.us
Registration begins January 20, 2021.

Nature Camps are held at Hoover Forest Preserve
11285 W Fox Rd Yorkville, IL 60560

Half Day Summer Camps - \$135

Full Day Summer Camps - \$190

Equestrian Camps are held at
Ellis House and Equestrian Center
13986 McKanna Road Minooka, IL 60447
Prices vary, see inside for more information.

Cancellation Policies:

A \$15 nonrefundable registration fee is included in each camp session fee.

We are unable to give refunds for cancellations with less than **two weeks** notice from the first day of camp.



Camps Offered:

Summer Break Camps
Ages 1-3

Pg. 3

Ages 4– Entering Kindergarten

Pg. 4

Entering Grades 1-3

Pg. 5

Entering Grades 4-6

Pg. 6

Entering Grades 7-9

Pg. 7

Counselor in Training Program

Pg. 7

Ellis House & Equestrian Center Pony Camps

Pg. 8

SUMMER CAMPS 2021



Ages 1-3

These three-day programs provide a first nature camp experience for the very young. Class time will include a story, song, discovery time, and nature exploration. **A caregiver must stay for the class.**

Winnie the Pooh and Friends:

"As soon as I saw you, I knew adventure was going to happen." ~Winnie the Pooh
In this camp we will discover woodland wonders just like Christopher Robin. Pooh, Piglet, Tigger and other characters are the themes for stories, crafts, hikes & engaging activities.

Dates: June 14-18 (M,W,F) 9-10:30 am

Price: \$40

Buzz and Flutter

Kids love bugs and butterflies! Nothing captures the attention of our youngest campers more than finding a really cool bug or watching a beautiful butterfly flutter by. The bugs and butterflies are hopping at Hoover Forest Preserve during the summer and we love to show them off. Your camper will explore and discover the world of bugs and butterflies as they play games, take hikes, and make crafts.

Dates: Jul 19-23 (M,W,F) 9-10:30 am

Price: \$40



Summer Camps 2021

Ages 4–Entering Kindergarten

The Fantastic Five! Exploring our Sensational Senses *Half Day*

Eyes like a hawk, a nose like a fox... All animals have their own special sensory super powers, and guess what – so do you! We will spend each day focusing on one of our 5 main senses, and using those senses to explore the world around us. It's amazing what you can learn when you sharpen your powers of observation!

Session I: June 7-11

Session II: July 12-16

9-12 pm

Price: \$135

Dirt Detectives *Half Day*

Discover the wonderful world of dirt! Campers will learn who lives in the dirt, create mud art, play games, and explore the exciting soil beneath their feet.

Session I: June 14-18

Session II: July 19-23

9-12 pm

Price: \$135



Summer Camps 2021

Entering Grades 1-3

Journey through Time *Full Day*

Campers will travel through time, experiencing what it was like to live in times gone by as well as those yet to be. Time Travelers will also make sure to stop along the way to learn to enjoy the present as much as the past or future!

Session I: June 21-25

Session II: July 26-30

9-2:30 pm

Price: \$190

Let's Wing It *Full Day*

Birds, bats, and bugs all have wings, but do they all use their wings for the same things? Spend a week with us looking up as we learn about fabulous winged creatures.

Session I: June 7-11

Session II: July 12-16

9-2:30 pm

Price: \$190



Summer Camps 2021

Entering Grades 4-6

Look Mom, No Spinel *Full Day*

Snails, worms, spiders, centipedes, pill bugs—what do they all have in common? They have no backbone! Spend the week scouring the woods for spineless creatures.

Session I: June 14-18

Session II: July 19-23

9-2:30 pm

Price: \$190

Stealth and Survival *Full Day*

Ready for adventure? In this camp we will do hands-on activities to explore nature and learn survival skills. While hiking and exploring, we will learn animal tracking, plant and animal identification, and much more.

Session I: June 21-25

Session II: July 26-30

9-2:30 pm

Price: \$190



Summer Camps 2020

Entering Grades 7-9

Nature Quest *Full Day/Overnight*

We are offering a jam-packed schedule of fun including an environmental stewardship project, canoe trip, an overnight campout, and many other awesome outdoor adventures.

9-2:30 pm

Overnight Campout– Thursday Night– Friday Morning

Session I: June 28– July 2

Price: \$200 (travel included)



Ages 14-16

Counselor in Training Program (CIT)

Do you love being outside and working with children? Join us this summer and become a Summer Camp assistant! CIT's assist with camps for kindergarten– 3rd grade campers. This program will help teens develop leadership skills and build a solid foundation for future employment.

Application deadline:

May 7, 2021

Price: \$200

If you would like more information on the CIT program please email edombrowski@co.kendall.il.us



Summer Camps 2021

Equestrian Camps



Pony 1-Day camp for Parents and Tots

Ages 3-5

Our parent-tot camp is a two hour camp for children and a parent or guardian together. Spend time with your child learning about horses through grooming, crafts, games, and pony rides

Session I: June 14

Session II: July 12

Session III: August 2

9 am-11 am

Price: \$50 in county/ \$55 out of county

Pony 1-Day Camp

This camp is a great way for younger children to learn about and play with the horses. Children are introduced to grooming, feeding, and handling horses through hands-on activities. Games such as pony leading and relay races offer a fun way to test their skills.

Kids also get a chance to let their artistic side shine through with crafts.

Ages 6-8

Session I: June 15

Session II: July 13

9 am-1 pm

Price: \$70 in county/ \$75 out of county

Ages 9-13

Session I: June 17

Session II: July 15

9 am- 1 pm

Price: \$70 in county/ \$75 out of county

Pony 3-Day Camp

Our three-day camp offers children a thorough introduction into the world of horses. Kids get to experience a variety of activities involved in the daily care and management of horses. Kids learn about and assist with feeding, grooming, handling, saddling and bridling horses. Each day activities include horse games, crafts to bring home and pony rides.

Ages 6-8

Session I: June 21-23

Session II: July 19-21

9-1 pm

Price: \$205 in county/\$215 out of county

Ages 9-13

Session I: June 28-30

Session II: July 26-28

9-1 pm

Price: \$205 in county/\$215 out of county



Kendall County Forest Preserve District Spring and Summer Camp Programs

Camper Information

Name of camp:

Date of camp:

Child's name:

Age:

Grade Entering in Fall 2021:

Parent/Guardian Name:

Address:

City:

State:

ZIP:

Cell Phone:

Alternate Phone:

Email Address:

Your signature below indicates that you have read and agree to the following, and that your child has your permission to attend this program:

1. I have been informed of the details of this program.

2. My child has my permission to participate in this supervised program.

3. I understand that my child will be under the instructor's, or other authorized personnel's supervision at all times. I agree to instruct my child to obey all rules, regulations, and instructions given by instructors and/or authorized personnel. I further agree that no teacher or other authorized personnel shall be held responsible or liable for injuries or other mishaps caused by my child's deliberate disobedience of rules, regulations, or instructions.

4. I authorize the instructors or other authorized personnel, acting in my place, as parent, to give consent to any hospital or physician to provide my child with whatever examination, treatment, hospitalization, medical or surgical care that may be needed in the event that an injury or illness may occur to my child while attending the program.

5. All staff have been trained and certified in emergency epinephrine procedure. Staff members carry generic epinephrine pens in their backpacks in case of first-time severe allergy response resulting in signs of anaphylaxis. Please indicate below if you want your child to receive epinephrine from forest preserve staff should they present signs of anaphylaxis.

Yes, I authorize forest preserve staff to administer epinephrine should my child present signs of anaphylaxis.

6. I consent to the KCFPD's use of photographs and recordings for educational, promotional or publicity purposes and agree that these photographs and recordings may be displayed during presentations or published in mass media publications, newspapers, social media promotions, or websites.

7. I authorize the instructors to take my camper on hikes and special excursions off site. I also authorize the camper to ride as a passenger in a vehicle owned or leased by the above-mentioned organization.

Signature:

Date:

(Page 1 of 3)

Payment Information & Mailing Instructions

Child's Name: _____

Name of Camp: _____

Date of Camp: _____

Camp Fee: _____

Payment Option (check one):

Cash (In person drop-off only)

Check (Make payable to The Kendall County Forest Preserve District)

Credit card (Fill out information below)

Credit Card Information (2.5% processing fee applied)

Name on Card: _____

Billing Address: _____

City: _____

State: _____

ZIP: _____

Card Type (circle one): Visa Master Card Discover Card

Card Number: _____

Security Code: _____

Expiration Date: _____

I authorize Kendall County Forest Preserve District to charge my credit card the amount indicated on the dates as noted. Signature: _____ Date: _____

Please mail completed registration form, payment form, health form, and payment to Kendall County Forest Preserve District, Attn: Summer Camp Registration, 110 W. Madison St, Yorkville, IL 60560.

Summer Camp letters regarding the camp you are registered for will be sent 1 week prior to camp. If you have any other questions or need assistance with your summer camp registration, please contact the Kendall County Forest Preserve District staff. If you have questions regarding nature camps contact Emily Dombrowski, Environmental Education Program Manager at 630-553-2292 or email edombrowski@co.kendall.il.us. If you have questions regarding equestrian camps contact Kris Mondrella (kmondrella@co.kendall.il.us), Equestrian Program Coordinator at 815-475-4035. Thank you!

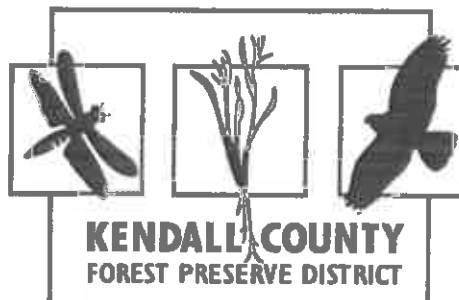
Office Use Only:

Forms rec'd: _____

Date Registered: _____

Initials: _____

Confirmation Email: _____



HEALTH FORM (TO BE FILLED OUT BY PARENT/GUARDIAN)

Child's Name:		
Name of Camp:		Date of Camp:

Personal Information

Height:	Weight:	Sex: M F
----------------	----------------	-----------------

Health History: Has the camper experienced any of the following? If so, circle and indicate dates.

Frequent colds	Asthma	Rheumatic fever
Frequent sore throats	Chicken pox	Tuberculosis
Sinusitis	Measles	Epilepsy
Abscessed ears	German Measles	Heart problems
Fainting	Mumps	Kidney problems
Bronchitis	Whooping Cough	Sleep walking
Stomach upsets	Diabetes	Constipation
Hay Fever	Polio	Arthritis
Frostbite	Fractures	Operations/Serious Injuries

Other medical concerns:

Allergies: Is the camper allergic to any of the following? If so, circle and provide details.

Medication (e.g. penicillin, aspirin, sulfa, etc.)	Foods (e.g. shellfish, milk, peanuts, etc.)	Insect bites (e.g. bee stings)
Plants (e.g. poison ivy)	Environmental (e.g. mold, dust, etc.)	Other (please indicate)

Medications: Please note any medications camper is taking and special instructions for staff.

Healthcare Provider Information

Physician name:	
Office Name:	Phone Number:
Hospital Preference:	
Medical Insurance Company:	Policy Number:

Emergency Contact Information

Emergency Contact Name:	Relationship:
Primary Phone:	Alternate Phone:

Parent Agreement: The above medical information is complete and accurate to my knowledge. Also, my child is fit to participate in all camp activities except for the limitations noted in this health form.

Signature:	Date:
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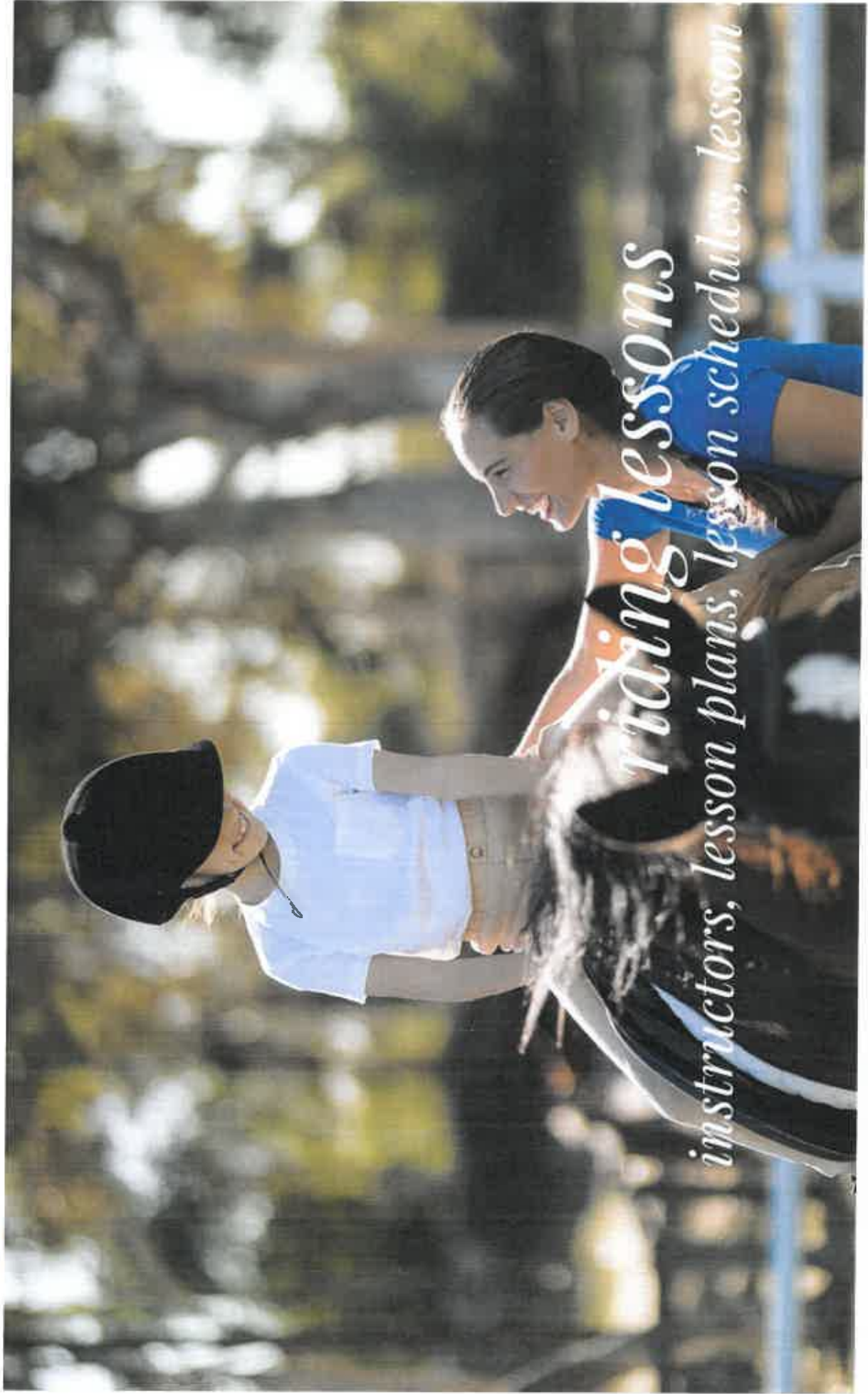
David Guritz

From: Kris Mondrella
Sent: Friday, December 18, 2020 10:53 AM
To: David Guritz
Cc: Grace Chellino; Marty Vick; Rebecca Antrim
Subject: Equine management program

Hi Dave:

Grace and I have been looking at other equine management programs. We found one that seems to be much more user friendly. It is called Equinegenie <https://www.equinegenie.com/> It is a secure database that is a one time purchase of 622.00 for the entire program including a multi-computer feature. Equilesson is 708.00/year so Equinegenie would be a much more reasonable alternative in the long run. I have called them numerous time with different questions and have always had live support. Also, there is a 30 day money back guarantee. If we are interested , we need to pay through paypal because they do not want any of our financial information. Please let me know what your thoughts are.

Thanks, Kris



11





crafted by photobit

KENDALL COUNTY FOREST PRESERVE DISTRICT EMPLOYEE HANDBOOK

Draft: January 6, 2021



EMPLOYEE HANDBOOK

TABLE OF CONTENTS

Chapter 1	<u>Introductory Materials</u>	1	
	Section 1.1	Introduction	1
	Section 1.2	At-Will Employment and Contract Disclaimer	1
	Section 1.3	How to Use This Employee Handbook	2
	Section 1.4	Worker Classifications	2
	Section 1.5	Adoption	3
	Section 1.6	Distribution	3
Chapter 2	<u>Diversity</u>		4
	Section 2.1	Policy Against Unlawful Discrimination, Harassment and Sexual Misconduct	4
	Section 2.2	Open Door Policy	11
	Section 2.3	Requests for Accommodation	11
Chapter 3	<u>Recruitment and Employment Policies</u>		14
	Section 3.1	Employment of Minors	14
	Section 3.2	Recruitment and Background Checks	14
	Section 3.3	Selection	15
	Section 3.4	Probationary Period	15
	Section 3.5	Pay Period & Procedure	15
	Section 3.6	Personnel File	16
	Section 3.8	Changes of Personal Data	16

	Section 3.8	Employment of Relatives	16
	Section 3.9	Outside Employment or Work	17
	Section 3.10	Performance Evaluations	17
Chapter 4	<u>Workplace Expectations</u>		18
	Section 4.1	Rules of Conduct	18
	Section 4.2	Personal Relationships With Other Employees	18
	Section 4.3	Confidentiality	18
	Section 4.4	Prohibited Political Activity Policy	19
	Section 4.5	Whistleblower Policy	19
	Section 4.6	Work Hours and Emergency Closures	20
	Section 4.7	Attendance Policy	21
	Section 4.8	Call in Procedures	21
	Section 4.9	Dress and Appearance	21
	Section 4.10	No Solicitation	21
Chapter 5	<u>Employee Safety and Wellness</u>		22
	Section 5.1	Safety	22
	Section 5.2	Preventing and Reporting Workplace Violence	22
	Section 5.3	Policy Prohibiting Concealed Firearms in the Workplace	23
	Section 5.4	Drug and Alcohol Use/Abuse Policy	27
	Section 5.5	No Smoking Policy	37
	Section 5.6	No Tobacco Use Policy	37

	Section 5.7	Safe Driving Policy	37
	Section 5.8	Portable Electronic Devices	39
	Section 5.9	Equipment/Supplies	40
	Section 5.10	Accident Reporting Policy	40
	Section 5.11	Workers' Compensation	41
Chapter 6	<u>Discipline and Separation Procedures</u>		42
	Section 6.1	Discipline and Corrective Action	42
	Section 6.2	Grievance Procedure	44
	Section 6.3	Separation Procedures	46
Chapter 7	<u>Compensation and Benefits</u>		48
	Section 7.1	Wage and Salary Policy	48
	Section 7.2	Reimbursement Policy	50
	Section 7.3	Holiday Pay	52
	Section 7.4	Overtime	53
	Section 7.5	Insurance Benefits	54
	Section 7.6	Credit Union	55
	Section 7.7	Employee Assistance Program	55
	Section 7.8	Illinois Municipal Retirement Fund (IMRF) Benefits	56
	Section 7.9	Miscellaneous Employee Benefits	56
Chapter 8	<u>Employee Leaves of Absence</u>		57
	Section 8.1	Personal and Banked Sick Leave	57

Section 8.2	Vacation	60
Section 8.3	Time off to Vote	62
Section 8.4	Jury and Witness Duty	62
Section 8.5	Military Leave	63
Section 8.6	Family Medical Leave and Qualifying Exigency Leave	65
Section 8.7	Victims' Economic Security And Safety Policy	72
Section 8.8	Bereavement Leave	76
Section 8.9	School Visitation Leave Policy	77
Section 8.10	Nursing Mother Policy	78
Chapter 9	<u>Technology and Record Retention Policies</u>	79
Section 9.1	Computer, Internet and Network Usage	79
Section 9.2	Security of Portable Data Storage Devices	87
Section 9.3	Social Media Policy and Guidelines	88
Section 9.4	Record Retention Policy	90
<u>Acknowledgment Forms to be Completed by Employee</u> <i>(completed forms should be provided to the Office Manager)</i>		
Receipt and Understanding of The Kendall County KCFPD Board of Commissioners's Office Employee Handbook		92
Receipt of Policy Against Unlawful Discrimination, Unlawful Harassment and Sexual Misconduct		93

CHAPTER 1

INTRODUCTORY MATERIALS

Section 1.1 INTRODUCTION

The Kendall County Forest Preserve District (hereinafter referred to as “Employer” or “KCFPD”) relies upon its dedicated employees to provide the highest level of service to the citizens of Kendall County, Illinois. As an employee of the KCFPD, you are responsible for reading, understanding and complying with the provisions of this Employee Handbook.

This Employee Handbook contains many of the policies for the KCFPD. However, it is a reference guide only. It is impossible to address every issue that may occur at work in this Employee Handbook. If an issue is not addressed in this Employee Handbook, please bring this issue to the attention of your immediate supervisor or the Kendall County KCFPD Board of Commissioners. We will do our best to resolve any questions or concerns.

Please be advised this Employee Handbook rescinds and replaces any and all prior versions of employee handbooks or policies addressed herein given to you during your employment with the KCFPD. Also, to the extent that any policies contained within this Employee Handbook conflict with any applicable state or federal law or regulation, the applicable law or regulation will prevail.

Section 1.2 AT-WILL EMPLOYMENT AND CONTRACT DISCLAIMER

THIS EMPLOYEE HANDBOOK AND THE INDIVIDUAL POLICIES CONTAINED HEREIN DO NOT CREATE ANY CONTRACTUAL RIGHTS. UNLESS YOUR EMPLOYMENT IS GOVERNED BY A SEPARATE COLLECTIVE BARGAINING AGREEMENT OR DULY EXECUTED CONTRACT STATING OTHERWISE, YOU ARE AN AT-WILL EMPLOYEE. THAT MEANS THAT THE EMPLOYMENT RELATIONSHIP IS FOR NO DEFINITE OR DETERMINABLE PERIOD OF TIME, AND REGARDLESS OF SALARY, POSITION OR RATE OF PAY, MAY BE TERMINATED BY EITHER YOUR EMPLOYER OR BY YOU, THE EMPLOYEE, AT ANY TIME WITH OR WITHOUT CAUSE OR NOTICE. NOTHING IN THIS EMPLOYEE HANDBOOK IS MEANT TO ALTER THE EMPLOYMENT AT-WILL RELATIONSHIP IN ANY MANNER.

FURTHERMORE, NO MANAGER, SUPERVISOR, OR REPRESENTATIVE OF THE KCFPD HAS THE AUTHORITY TO ENTER INTO ANY AGREEMENT OR CONTRACT FOR EMPLOYMENT FOR ANY SPECIFIED DURATION, OR TO MAKE ANY AGREEMENT, PROMISE, GUARANTEE OR COMMITMENT THAT CONTRADICTS THE ABOVE. ANY AGREEMENT THAT CONTRADICTS YOUR AT-WILL STATUS MUST BE APPROVED BY THE KCFPD BOARD OF COMMISSIONERS AND WILL NOT BE ENFORCEABLE UNLESS IT IS IN WRITING AND SIGNED BY YOU AND BY

THE KCFPD BOARD OF COMMISSIONERS. THE AGREEMENT MUST SPECIFICALLY STATE THAT THE AT-WILL RELATIONSHIP BETWEEN YOU AND THE KCFPD HAS CHANGED AND A NEW STANDARD IS TO BE APPLIED.

THE KCFPD BOARD OF COMMISSIONERS RESERVES THE RIGHT TO MODIFY, SUPPLEMENT, OR RESCIND ANY PROVISION OF THIS EMPLOYEE HANDBOOK BY ACTION AT A REGULAR OR SPECIAL MEETING. PLEASE NOTE THAT ONLY THE KCFPD BOARD OF COMMISSIONERS CAN APPROVE CHANGES TO THIS EMPLOYEE HANDBOOK.

Section 1.3 HOW TO USE THIS EMPLOYEE HANDBOOK

You should use this Employee Handbook as a guide regarding the KCFPD's policies. If you have any questions regarding the policies, please direct your questions to your immediate supervisor, department manager, the Human Resource Manager and/or the Executive Director.

Throughout this Employee Handbook, you will see various references to functions to be performed by the Kendall County KCFPD Board of Commissioners. The Kendall County KCFPD Board of Commissioners reserves the right to authorize another person to act as his designee to perform any one or more of these functions with or on behalf of the Kendall County KCFPD Board of Commissioners.

Section 1.4 WORKER CLASSIFICATIONS

All employees contribute different skills and experience to the workplace. Duties and work schedules may vary by employee and by worker classification. The worker classifications for the KCFPD are as follows:

- A. FULL-TIME EMPLOYEES:** A full-time employee shall be one who is employed by the KCFPD to work 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.
- B. PART-TIME EMPLOYEES:** A part-time employee shall be one who is employed by the KCFPD to work on average less than thirty (30) hours of service per week or less than one hundred thirty (130) hours of service in a calendar month. Part-time employees are not eligible for many benefits offered to full-time employees including, but not limited to, employee health and dental coverage.
- C. PROBATIONARY EMPLOYEES:** Employees who have been employed by the KCFPD to work on a full-time or part-time basis and who have been employed by the KCFPD for a period of less than six (6) continuous months of employment with

the KCFPD. An employee's successful completion of the probationary period will not alter the employee's at-will employment status with the KCFPD.

- D. STUDENT LEARNERS/INTERNS:** A student learner/intern is a student in high school, college or a post-graduate school who may or may not receive course credit for participating in school-approved work-study programs at the KCFPD. A student learner/intern may or may not be paid for the work performed for the KCFPD. Student learners/interns are not eligible for benefits offered to full-time employees including, but not limited to, employee health and dental coverage.
- E. VOLUNTEERS:** A volunteer is an individual who performs hours of service for the KCFPD for civic, charitable, or humanitarian reasons, without promise, expectation or receipt of compensation for services rendered. Individuals shall be considered volunteers only where their services are offered freely and without pressure or coercion, direct or implied, from the KCFPD. An individual shall not be considered a volunteer if the individual is otherwise employed by the KCFPD to perform the same type of services as those for which the individual proposes to volunteer. Volunteers are not eligible for any benefits offered to KCFPD employees.
- F. INDEPENDENT CONTRACTORS:** Independent contractors are outside vendors who are not employees of the KCFPD. Independent contractors are not eligible for any benefits offered to KCFPD employees.

THE KENDALL COUNTY KCFPD BOARD OF COMMISSIONERS RESERVES THE RIGHT TO CHANGE ANY OR ALL OF THE ABOVE WORKER CLASSIFICATIONS AT ANYTIME AND WITHOUT NOTICE. PLEASE ALSO NOTE THAT NONE OF THE CLASSIFICATIONS CHANGE THE EMPLOYMENT AT-WILL RELATIONSHIP THE KCFPD HAS WITH ITS EMPLOYEES.

Section 1.5 ADOPTION

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

Section 1.6 DISTRIBUTION

A copy of these policies will be issued by the KCFPD and made available to all employees upon employment. Employees will be required to sign the Employee Acknowledgment of Receipt and Understanding, 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 ensure his/her Employee Handbook is kept current.**

CHAPTER 2 DIVERSITY

Section 2.1 POLICY AGAINST UNLAWFUL DISCRIMINATION, HARASSMENT AND SEXUAL MISCONDUCT

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 KCFPD is fully committed to a policy of equal employment opportunities for all employees or prospective employees. The Employer does not tolerate or condone unlawful discrimination or harassment on the basis of basis of creed, genetic information, or arrest record, or actual or perceived race, color, religion, sex, sexual orientation as defined by 775 ILCS 5/1-103(0-1) and other applicable law, pregnancy, childbirth, medical or common conditions relating to pregnancy and childbirth, national origin, age, physical or mental disability, ancestry, marital status, military status, unfavorable discharge from military service, order of protection status, citizenship status or any other classification protected 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 only, includes any individual performing services for the Employer, an apprentice, an applicant for apprenticeship, or an unpaid intern. 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.

As set forth above, unlawful sexual harassment and sexual misconduct are prohibited. 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 following are illustrations of actions that the SAO deems inappropriate and in violation of our policy:

- Unwanted sexual advances;
- Offering employment benefits in exchange for sexual favors;
- Visual conduct such as leering, making sexual gestures, displaying sexually suggestive objects or pictures, cartoons, calendars or posters;
- Verbal conduct such as making derogatory comments, using epithets or slurs, making sexually explicit jokes or suggestive comments about a person's body or dress;
- Written or electronic communications of a sexual nature or containing statements or images which may be offensive to individuals in a particular protected group, such as racial or ethnic stereotypes or stereotypes about disabled individuals; or
- Physical conduct such as unwanted touching, assaulting, impeding or blocking movements.

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 supervisor, Executive Director, or the President or Vice President of the KCFPD, pursuant to the procedure set forth below; 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, actions that could be perceived as unlawful discrimination, unlawful harassment or sexual misconduct;
2. Immediately reporting any violations of this policy to a supervisor pursuant to the procedure set forth below, 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, pursuant to the procedure set forth below.

Failure to take action to stop known unlawful discrimination, unlawful harassment or sexual misconduct may be grounds for discipline up to and including termination of employment.

There is a clear line most cases between a mutual attraction and a consensual exchange and unwelcome behavior or pressure for an intimate relationship. A friendly interaction between two persons who are receptive to one another is not considered unwelcome or harassment. Employees are free to form social relationships of their own choosing. However, when one employee is pursuing or forcing a relationship upon another who does not like or want it, regardless of friendly intentions, the behavior is unwelcome sexual behavior. An employee confronted with these actions is encouraged to inform the harasser that such behavior is offensive and must stop. You should assume that sexual comments are unwelcome unless you have clear unequivocal indications to the contrary. In other words, another person does not have to tell you to stop for your conduct to be harassment and unwelcome. Sexual communications and sexual contact with a minor are ALWAYS prohibited.

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; or
3. The Kendall County Forest Preserve District Executive Director.

If the alleged offender is the Executive Director and/or one of the Kendall County Forest Preserve District Commissioners, the employee may submit their complaint directly to the President or Vice President of the Kendall County Forest Preserve District Board of Commissioners. An employee can locate the Kendall County Board Member's list on the County website.

The employee should present their complaint as promptly as possible after the alleged violation of this policy occurs. While not required, the KCFPD encourages anyone who makes a complaint under this policy to submit their complaint in writing and attach any pertinent records to their complaint. This will assist the KCFPD in 's Ethics Officer to conducting a prompt and thorough investigation.

ii. Resolution of a Complaint

Upon receipt of a complaint, the Employer will undertake such investigation, corrective and preventive actions as are appropriate. The Employer will take steps to ensure that complaints made are kept confidential to the extent permissible under the law. 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 and, if so, the identities of all such witnesses;
 - f. Whether conduct of a similar nature has occurred on prior occasions and, if so, when and who witnessed the prior conduct;
 - g. Whether there are any documents that would support the complaining employee's allegations and, if so, provide a copy of said documents to the investigator; 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.
 6. When investigating alleged violations of this policy, the investigator will look at the whole record including, but not limited to, the nature of the allegations, the context in which the alleged incidents occurred, and the statements of the parties and witnesses. A determination on the allegations is made from the facts on a case-by-case basis.
 7. 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. This disciplinary action may, but need not necessarily, include:
 - a. Verbal or written reprimand;

- b. Placing the offending employee on a corrective action plan for a period of time to be identified;
 - c. Delay in pay increases or promotions;
 - d. Suspending the offending employee from work without pay;
 - e. Demotion; and/or
 - f. Immediate termination.
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. FALSE REPORTS PROHIBITED

It is a violation of this policy for an employee to knowingly make a false report of unlawful discrimination, unlawful harassment, sexual misconduct, or retaliation. An employee who is found to have knowingly made a false report is subject to disciplinary action up to and including termination of employment.

F. 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.

Additional information may be obtained from the Illinois Department of Human Rights (IDHR), 312-814-6200 or the U.S. Equal Employment Opportunity Commission (EEOC), 800-669-4000. Confidential reports of unlawful harassment or unlawful discrimination may also be filed with these agencies. For matters involving the abuse of minors, the Illinois Department of Children and Family Services (DCFS) may be contacted by dialing 800-25-ABUSE.

Section 2.2 OPEN DOOR POLICY

The KCFPD maintains an open door policy. This means that all employees have the right to and are encouraged to speak freely with their department manager, the Executive Director, and/or the KCFPD Board of Commissioners about their job-related concerns at any time.

We urge employees to go directly to their immediate supervisor to discuss their job-related ideas, recommendations, concerns, and any other issues that are important to the employee. If, after talking with their immediate supervisor, the employee feels the need for additional discussion, the employee is encouraged to speak with their department manager or the Executive Director.

Section 2.3 REQUESTS FOR ACCOMMODATION

It is the intent of the KCFPD to provide equal opportunity in its workplace for applicants and employees. Circumstances may arise where a reasonable accommodation for an applicant or employee is necessary to meet this objective.

A. DISABILITY ACCOMMODATIONS

The KCFPD will reasonably accommodate qualified individuals with a disability so they can perform the essential functions of their job unless doing so causes a direct threat to these individuals or others in the workplace and the threat cannot be eliminated by reasonable accommodation or if the accommodation creates an undue hardship to the KCFPD.

All requests for reasonable accommodations should be directed in writing to the Executive Director. Upon receipt of the applicant/employee's request for a reasonable accommodation, the Executive Director and/or their designee may require the applicant/employee to engage in an interactive process with them to determine whether

the applicant/employee is a qualified individual with a disability (if applicable) and what, if any, reasonable accommodation(s) can and should be made. This interactive process may include, but is not limited to, the applicant/employee engaging in a timely, good faith and meaningful exchange with the Executive Director and/or their designee. Also, the Executive Director and/or their designee may require the applicant/employee to provide certification from the employee's health care provider, which would assist the employer in determining whether the applicant/employee is a qualified individual with a disability (as defined by applicable state and federal law) and what, if any, reasonable accommodations can be made. It is the duty of the individual seeking a reasonable accommodation(s) to timely engage in an interactive process with the employer and to timely submit to the employer any documentation that is requested in accordance with this policy. Failure to do so could result in denial of the requested accommodation(s).

B. PREGNANCY ACCOMMODATIONS

Pursuant to the Illinois Human Rights Act, the KCFPD will provide reasonable accommodation(s) to pregnant applicants and employees, if requested, provided the accommodation does not cause undue hardship (as defined by applicable state law) on the KCFPD's ordinary business operations. For purposes of this policy, pregnancy includes pregnancy, childbirth, or medical or common conditions related to pregnancy or childbirth. Reasonable pregnancy 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.

Absent a showing of undue hardship by the KCFPD, 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. Pursuant to applicable state law, a

pregnant applicant/employee is not required to accept an accommodation she did not request.

In response to a request for a pregnancy accommodation, the employer is *not* required:

- To create additional employment positions that the employer otherwise would not have created;
- To discharge any employee;
- To transfer an employee with more seniority; or
- To promote any employee who is not qualified to perform the job.

All requests for reasonable pregnancy accommodations should be directed in writing to the Executive Director. Upon receipt of a request for a reasonable pregnancy accommodation, the applicant/employee will be required to engage in a timely, good faith and meaningful exchange to determine effective reasonable accommodations. The Employer may require the requesting applicant/employee to provide a certification from the employee's health care provider concerning the need for the requested reasonable accommodation. The Employer may require the following information be included in the medical certification:

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

It is the duty of the individual seeking a reasonable accommodation(s) to timely submit to the employer any documentation that is requested in accordance with this policy. An individual's failure to timely submit the requested documentation and to cooperate in the interactive process could result in denial of the requested pregnancy accommodation.

C. RETALIATION IS PROHIBITED.

Retaliation is prohibited against any applicant or employee because the individual has requested, attempted to request, used or attempted to use a reasonable accommodation pursuant to this policy.

CHAPTER 3 RECRUITMENT AND EMPLOYMENT POLICIES

Section 3.1 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 city or county of local superintendent(s) of schools or their duly authorized agents in the applicable school district. While school is in session, children 14 and 15 years of age may work in non-hazardous jobs up to three hours per day and not to exceed 24 hours of work per week; 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 work in non-hazardous jobs not to exceed more than 8 hours of work a day; not more than 6 days a week; not more than 48 hours a week. Daily hours of work for children 14 and 15 years of age may not be between the hours of 7:00 PM and 7:00 AM (except between June 1 and Labor Day when working hours may be extended from 7:00 PM to 9:00 PM). A meal period of at least 30 minutes must be provided no later than the 5th hour of consecutive work. The KCFPD shall post a schedule stating the hours of work and time of the lunch period for all employees under the age of 16 pursuant to the Illinois Child Labor Law. Also, the KCFPD shall furnish a statement to any employee under the age of 16, which describes the specific nature of work to be performed and the hours and days the minor is to work. In addition, minors under the age of 18 shall not operate any mechanically powered equipment.

Section 3.2 RECRUITMENT AND BACKGROUND CHECKS

The Executive Director should post an open position on the KCFPD 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 and educational history and references should be verified prior to hiring any new full time or part time employees including interns. Other pre-employment investigation may include a review of the applicant's criminal history and other matters 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 KCFPD President prior to hiring the candidate. Convictions, if disclosed by the applicant, will not absolutely prohibit employment, but may be considered in relation to the specific job requirements and in accordance with applicable federal and state laws including, but not limited to, the Fair Credit Reporting

Act, the Illinois Human Rights Act and the Employee Polygraph Protection Act. The KCFPD shall not consider an applicant's conviction if the conviction has been sealed, expunged or Impounded pursuant to Section 5.2 of the Illinois Criminal Identification Act. Given the nature of the work performed in the KCFPD, the KCFPD reserves the right to conduct criminal, employment and educational background checks on any student learner, volunteer and independent contractor who will be performing any work in the KCFPD to the extent permitted by applicable law.

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.

Section 3.3 SELECTION

The selection of all employees shall be handled in the following manner: All applicants shall make application through the appropriate supervisor. The supervisor shall recommend personnel to be employed up the chain of authority, until it reaches the Executive Director. The Executive Director shall make the recommendation to the KCFPD Board of Commissioners, which will make the final hiring decision. The selection of any employee shall be made by a majority of the full Kendall County Forest Preserve District Board where applicable.

Section 3.4 PROBATIONARY PERIOD

All full-time and part-time employee appointments are made for a probationary period of six (6) months following the employee's date of hire, during which time the employee's performance is subject to review as to employee's competency to carry out the assignments of the position for which the individual was employed. The Executive Director may extend this probationary period to a maximum of an additional three (3) months if, in the Executive Director's opinion, it is necessary. The probationary period and the successful completion of the probationary period do not alter the employment "at will" relationship. An employee serving his or her probationary period may be released at any time without the right of appeal or hearing.

An 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.

Section 3.5 **PAY PERIOD AND PROCEDURE**

The frequency of pay periods has been established for the maximum convenience of both the KCFPD and its employees. 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 3.6 **PERSONNEL FILE**

A personnel file will be established for all KCFPD employees. An employee and/or the employee's authorized representative may inspect the employee's personnel file pursuant to the Illinois Personnel Records Review Act and any other applicable federal and state laws. Any request to inspect the employee's personnel file should be in writing and directed to the Executive Director or their designee.

Section 3.7 **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 an employee's name, address, telephone number, marital status, etc. at any time during employment, it is the employee's responsibility to promptly notify the 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 Treasurer Office. Having current and correct information is extremely important in cases of emergencies.

Section 3.8 **EMPLOYMENT OF RELATIVES**

The KCFPD prohibits the employment of a relative in any full-time or part-time position for the employer if such employment shall cause the new employee to come under the direct supervision of or provide direct supervision to a related employee in the KCFPD. For purposes of this policy, "relative" includes any one or more of the following:

- Spouse/Partner (including common law spouse or civil union partner);
- Parent;
- Sibling;
- Child;
- Grandchild;
- In-laws (including parent, brother and sister in-laws);
- Uncle or aunt;
- Nephews or nieces;
- First cousins; and
- Fiancé or Fiancée.

Section 3.9 OUTSIDE EMPLOYMENT OR WORK

Before an employee may begin any outside or self-employment, the employee must have the prior written approval of the Kendall County KCFPD Board of Commissioners. The Kendall County KCFPD Board of Commissioners may give such approval only if the following items are understood and agreed to by the employee: (1) there is no conflict of interest between the individual's employment at the KCFPD and the proposed outside work; (2) the proposed work will not interfere with the employee's regular work schedule; and (3) the proposed work will not, in the opinion of the KCFPD Board of Commissioners, interfere with the quality or quantity of the employee's regular work at the KCFPD. Any changes in the nature or hours of previously approved outside work or self-employment shall be communicated to the Kendall County KCFPD Board of Commissioners for the purpose of determining continued approval of the outside work or self-employment. Under no circumstances are employees to conduct outside or self-employment activities during times for which they are being compensated by the KCFPD. Also, the KCFPD's supplies and support services are not to be used for outside work or self-employment.

Section 3.10 PERFORMANCE EVALUATIONS

Employees will be evaluated at the end of their probationary period. Employees will also receive a performance evaluation at least once per year after the completion of their probationary period. Evaluations are an opportunity for both the KCFPD and the employee to reflect upon all areas of the employee's performance, to consider whether improvement is needed in any areas, and to recognize areas where an employee has met or exceeded performance expectations. Evaluations are also a time to update performance expectations and to set future goals.

Performance Evaluations are conducted by the immediate supervisor who is responsible for the work of the employee being evaluated. The immediate supervisor will discuss the performance evaluation with the employee. Supervisors' performance evaluations will be done by the Executive Director. All performance evaluations are reviewed and signed by the Executive Director and become part of the employee's personnel file.

Regular, full-time and part-time employees shall be evaluated on the basis of performance, efficiency, dependability, adaptability and other relevant job-related criteria at the end of the sixth month of their probationary period and in each subsequent year of employment. The KCFPD-approved personnel evaluation form will be utilized for this review process.

CHAPTER 4 WORKPLACE EXPECTATIONS

Section 4.1 RULES OF CONDUCT

The KCFPD expects employees of the KCFPD 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 professional manner that reflects well upon themselves, as well as on the KCFPD. As 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 may 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 4.2 PERSONAL RELATIONSHIPS WITH OTHER EMPLOYEES

Working relationships can sometimes evolve into personal relationships. When employees are engaged in a personal relationship, a conflict of interest may arise in certain instances. For purposes of this policy, *personal relationship* includes dating; engagement to be married; cohabitation within the same household and living in a romantic partnership (excludes platonic roommates sharing living expenses); having a romantic or sexual relationship. In order to avoid conflicts of interest the Employer has implemented the following policy:

An employee may not supervise or hire a person with whom he or she is having a personal relationship. An employee may not work in a position where he or she has influence over the terms and conditions of the employment of a person with whom he or she has a personal relationship.

Employees that are in a personal relationship must immediately report the relationship to their immediate supervisors if either employee supervises the other; is in a position to hire the other; or has any influence over the other employee's terms and conditions of employment. If one of the employees in the personal relationship is the immediate supervisor, the employees should report their relationship to the Executive Director.

Failure to comply with this policy can lead to discipline, up to and including termination.

Section 4.3 CONFIDENTIALITY

Although the KCFPD is a public entity, some of the information contained in the KCFPD's files, records, electronic records, or otherwise obtained by virtue of employment at the

KCFPD is strictly confidential (hereinafter collectively referred to as “confidential information”). Employees are prohibited from disclosing and/or disseminating confidential information outside the scope of their job responsibilities without the Executive Director’s prior written approval. For security purposes, an employee shall also not forward any confidential information to the employee’s personal email accounts and/or personal electronic devices (e.g., personal cell phones and tablets) or save any confidential information on the employee’s personal computers and/or personal electronic devices (e.g., cell phones and tablets) without the Executive Director’s prior written approval. An employee’s failure to comply with this policy and the confidentiality agreement may subject the employee to discipline up to and including termination of employment.

Section 4.4 PROHIBITED POLITICAL ACTIVITY POLICY

KCFPD employees have a constitutional right to engage in political activity through voluntary political contributions or voluntary political work. The KCFPD supports the right of employees to support candidates and causes of their own choosing, to participate in the political process and to engage in political activities while on their own time. No action by Employer shall abridge the constitutional right of an employee to participate in the political process, so long as these political activities do not pose a conflict of interest with the employee’s duties on behalf of the KCFPD. An individual’s employment with the Kendall County Forest Preserve District will not require him to participate in any political activity.

The KCFPD prohibits employees from engaging in political activity during working time, in any areas where employees are working, or while in attire, which identifies them as an employee of the KCFPD. The political activity prohibited by this policy shall be defined in accordance with the definition of “prohibited political activity” in the State Officials and Employees Ethics Act (5 ILCS 430/1-5) and/or the Kendall County Ethics Ordinance, as applicable.

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

Section 4.5 WHISTLEBLOWER POLICY

The KCFPD requires employees to observe the highest standards of business and personal ethics in conducting their duties on behalf of the KCFPD. Compliance with all applicable federal, state and local laws, rules and regulations is required. All employees are expected to fulfill their duties honestly and with integrity. Employees are encouraged and expected to report suspected violations of federal, state or local law, rules or regulations or suspected ethical violations.

The KCFPD prohibits retaliation against any employee who, in good faith, reports a suspected ethics violation or suspected unlawful conduct. Anyone who violates this policy

against retaliation is subject to disciplinary action, including but not limited to, termination of employment. The KCFPD has an open door policy and expects and encourages employees to address questions, concerns and complaints with their immediate supervisor, the Executive Director and/or the KCFPD Board of Commissioners.

Employees are required to report complaints regarding suspected unethical or illegal conduct in writing to their immediate supervisor, the Executive Director and/or the KCFPD Board of Commissioners. If a complaint involves suspected unlawful conduct by the KCFPD Board of Commissioners, a written complaint may be brought directly to the KCFPD President or Vice President. The KCFPD Board of Commissioners (or their designee, if the complaint is against the KCFPD Board of Commissioners) will promptly investigate all complaints received pursuant to this policy.

Section 4.6 WORK HOURS AND EMERGENCY CLOSURES

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 supervisors in accordance with the office hours approved by the KCFPD Board of Commissioners, or authorized by statute. Work schedules are subject to change based on the KCFPD's operational needs. An employee must submit any request to alter their work schedule in writing to their immediate supervisor and the Executive Director. The Executive Director retains sole discretion to determine work hours and schedules.

If an employee works a seven and a half (7 ½) hour work shift, the 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. If the employee works a seven and a half (7 ½) hour work shift, the employee should take their meal period no later than five (5) hours after the start of the employee's work shift. All employees must obtain prior approval from their department manager prior to working through their lunch period and/or taking their lunch period at the end of the workday. All offices will be open during lunch and rest periods, unless designated otherwise by the departmental committee.

Kendall County Forest Preserve District facilities shall be open at all times during regular business hours. The buildings will be open in all instances except for a disaster. The Executive Director and/or President or their designee will determine if and when to close buildings, whenever necessary. All employees of the KCFPD shall report to work for their regular work schedules unless directed otherwise by the Executive Director and/or President or their designee.

Section 4.7 ATTENDANCE POLICY

Regular and consistent attendance by all employees is critical to the operation of the KCFPD. Attendance during scheduled work hours is an essential aspect of every position

at the KCFPD. Employees are expected to be present and ready to begin work at their work station at the scheduled start of their shift and are expected to diligently perform their work duties through the end of their shift, except during scheduled breaks or meal periods. An employee who exhibits unsatisfactory attendance or repeated tardiness may be subject to discipline, up to and including termination. It is the responsibility of the Executive Director and/or Human Resource Manager to prepare and maintain attendance records.

Section 4.8 **CALL IN PROCEDURES**

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 possible and, at a minimum, at least one (1) hour prior to the start of their work shift (or as soon as possible in case of a bona fide emergency). 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 or failure to properly report an absence may result in disciplinary action up to and including termination.

Section 4.9 **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. An employee who violates this policy may be subject to disciplinary action up to and including termination of employment. Also, an employee who violates this policy may be sent home from work without pay to change into appropriate attire that complies with this policy.

Section 4.10 **NO SOLICITATION**

Solicitation will not be permitted during working time or during non-working time in working areas. Distribution or circulation of printed material by employees will not be permitted during working time or during non-working time in working areas. "Working time" refers to that portion of any work day during which an employee is to be performing any job duties; it does not include other duty free periods of time. Solicitation and distribution by non-employees on KCFPD property is strictly prohibited.

CHAPTER 5
EMPLOYEE SAFETY AND WELLNESS

Section 5.1 SAFETY

Safety is a priority at the KCFPD. The KCFPD is committed to providing a safe workplace for its employees and all visitors to the workplace.

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.

Each employee is required to develop and exercise safe work habits in the course of their employment, to prevent injuries to themselves, their fellow employees and to conserve KCFPD property and equipment, this includes but is not limited to wearing reasonably necessary safety equipment, following safety protocols, following manufacturer instructions for equipment and machinery, and using common sense. Safety adherence will be considered as an important measure of supervisory and employee performance evaluation.

An employee should report all safety incidents and concerns (including any injury, near injury or unsafe condition) promptly to their immediate supervisor and the Executive Director.

Should an employee incur a job-related injury or illness, the Executive Director or employee's immediate supervisor should be notified immediately. Job related injuries should be reported in accordance with section 5.2, herein. 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.

Section 5.2 PREVENTING AND REPORTING WORKPLACE VIOLENCE

Employees shall not engage in any violent behavior while on Kendall County and/or KCFPD property; while the employee is performing their assigned job duties; while the employee is on compensated time; and while the employee is attending KCFPD-sponsored events in their official capacity. The following are examples of violent behavior that are prohibited by this policy:

- Physical restraint or confinement;
- Assault;
- Battery;
- Stalking;
- Sexual assault/abuse
- Intentionally endangering the safety of another person; and
- Violent destruction of property.

Employees who exhibit or threaten violent behavior in the workplace will be subject to disciplinary action up to and including termination. Any employee who becomes aware of violent behavior or the threat of violent behavior (whether by another employee or by

any other person) shall inform his or her immediate supervisor immediately. Supervisors are directed to report all reports of violent behavior or threats of violent behavior immediately to the Executive Director who will conduct a prompt and thorough investigation. If the employee's complaint of violence is against the Executive Director, the employee should direct their complaint in writing to the KCFPD Board of Commissioners who will conduct a prompt and thorough investigation. If the employee's complaint of violence is against the KCFPD Board of Commissioners, the employee should direct their complaint in writing to the Kendall County State's Attorney Office who will conduct a prompt and thorough investigation. The KCFPD takes all reports of violent behavior seriously, and will take appropriate action to investigate complaints and/or report complaints of violent behavior to law enforcement as appropriate.

Employees and supervisors are directed to immediately contact law enforcement if the employee believes that a crime has been committed and/or the employee believes there is a threat of imminent physical danger.

Section 5.3 POLICY PROHIBITING CONCEALED FIREARMS IN THE WORKPLACE

The KCFPD seeks to protect the safety of employees, interns, volunteers, visitors and citizens of Kendall County. In recognition of the Illinois Firearm Concealed Carry Act (430 ILCS 66), the KCFPD adopts the following policy:

A. DEFINITIONS:

For purposes of this policy, the following terms shall have the following meanings unless expressly stated otherwise in this policy:

1. Employee: shall mean all persons performing work for the KCFPD in any job classification, including but not limited to, full-time employees, part-time employees, temporary employees, seasonal employees, probationary employees, contractual employees, student learners, interns and volunteers. This definition shall not include, for purposes of this policy, law enforcement officers who are specifically authorized by law to carry a firearm or any other employee specifically authorized by law, other than pursuant to the Illinois Firearm Concealed Carry Act, to carry a firearm.

2. Prohibited Areas: shall have the same definition as is set forth in the Illinois Firearm Concealed Carry Act. 430 ILCS 66/65 which includes the following:
 - i. Any building, real property, and parking area under the control of a public or private elementary or secondary school;

 - ii. Any building, real property, and parking area under the control of a pre-school or child care facility, including any room or portion of a

building under the control of a pre-school or child care facility. (Nothing in this paragraph shall prevent the operator of a child care facility in a family home from owning or possessing a firearm in the home or license under this Act, if no child under child care at the home is present in the home or the firearm in the home is stored in a locked container when a child under child care at the home is present in the home.)

- iii. Any building, parking area, or portion of a building under the control of any officer of the executive or legislative branch of government, providing that nothing in this paragraph shall prohibit a licensee from carrying a concealed firearm onto the real property, bikeway, or trail in a park regulated by the Department of Natural Resources or any other designated public hunting area or building where firearm possession is permitted as established by the Department of Natural Resources under Section 1.8 of the Wildlife Code.
- iv. Any building designated for matters before a circuit court, appellate court, or the Supreme Court, or any building or portion of a building under the control of the Supreme Court.
- v. Any building or portion of a building under the control of a unit of local government.
- vi. Any building, real property, and parking area under the control of an adult or juvenile detention or correctional institution, prison, or jail.
- vii. Any building, real property, and parking area under the control of a public or private hospital or hospital affiliate, mental health facility, or nursing home.
- viii. Any bus, train or form of transportation paid for in whole or in part with public funds, and any building, real property and parking area under the control of a public transportation facility paid for in whole or in part with public funds.
- ix. Any building, real property, and parking area under the control of any establishment that serves alcohol on its premises, if more than 50% of the establishment's gross receipts within the prior 3 months is from the sale of alcohol. The owner of an establishment who knowingly fails to prohibit concealed firearms on its premises as provided in this paragraph or who knowingly makes a false statement or record to avoid the prohibition on concealed firearms under this paragraph is subject to the penalty under subsection (c-5) of Section 10-1 of the Liquor Control Act of 1934.

- x. Any public gathering or special event conducted on property open to the public that requires the issuance of a permit from the unit of local government, provided this prohibition shall not apply to a licensee who must walk through a public gathering in order to access his or her residence, place of business or vehicle.
- xi. Any building or real property that has been issued a Special Event Retailer's license as defined in Section 1-3.17.1 of the Liquor Control Act during the time designated for the sale of alcohol by the Special Event Retailer's license, or a Special use permit license as defined in subsection (q) of Section 5-1 of the Liquor Control Act during the time designated for the sale of alcohol by the Special use permit license.
- xii. Any public playground.
- xiii. Any public park, athletic area, or athletic facility under the control of a municipality or park district, provided nothing in this Section shall prohibit a licensee from carrying a concealed firearm while on a trail or bikeway if only a portion of the trail or bikeway includes a public park.
- xiv. Any real property under the control of the Kendall County Forest Preserve District.
- xv. Any building, classroom, laboratory, medical clinic, hospital, artistic venue, athletic venue, entertainment venue, officially recognized university-related organization, property, whether owned or leased, any real property, including parking areas, sidewalks, and common areas under the control of a public or private community college, college or university.
- xvi. Any building, real property, or parking area under the control of a gaming facility licensed under the Riverboat Gambling Act or the Illinois Horse Racing Act of 1975, including an inter-track wagering location licensee.
- xvii. Any stadium, arena, or the real property or parking area under the control of a stadium, arena, or any collegiate or professional sporting event.
- xviii. Any building, real property, or parking area under the control of a public library.
- xix. Any building, real property, or parking area under the control of an airport.

- xx. Any building, real property, or parking area under the control of an amusement park.
- xxi. Any building, real property, or parking area under the control of a zoo or museum.
- xxii. Any street, driveway, parking area, property, building, or facility, owned, leased, controlled, or used by a nuclear energy, storage, weapons, or development site or facility regulated by the federal Nuclear Regulatory Commission. The licensee shall not under any circumstance store a firearm or ammunition in his or her vehicle or in any compartment or container within a vehicle located anywhere in or on the street, driveway, parking area, property, building, or facility described in this paragraph.
- xxiii. Any area where firearms are prohibited under federal law.

- 3. Case: shall have the same definition as is set forth in the Illinois Firearm Concealed Carry Act, which includes a glove compartment or console that completely encloses the concealed firearm and ammunition, the trunk of the vehicle, or a firearm carrying box, shipping box or other container.

B. PROHIBITED CONDUCT:

Employees shall not carry or possess firearms in any of the following areas, regardless of any license or permit that an individual may have, which would otherwise authorize the individual to carry firearms:

- i. In any building, portion of a building or real property controlled by the KCFPD;
- ii. At any work location controlled by the KCFPD;
- iii. In any vehicle owned, leased or under the control of the KCFPD;
- iv. At any time or in any area other than the employee's residence that is associated with the employee's work with the KCFPD;
- v. At any time, other than when the employee is working from home while the employee is acting within the scope and course of his/her employment with the KCFPD;
- vi. In any Prohibited Area; and
- vii. In any area where firearms are prohibited under federal law.

Employees are also prohibited from carrying a firearm on or into one of the above identified areas while acting within the course and scope of their employment.

C. FIREARM STORAGE:

Any employee who does not possess a valid license to carry a concealed firearm is prohibited from bringing a firearm onto a parking lot owned, leased or under the control of the KCFPD and/or Kendall County.

An employee with a valid license to carry a concealed weapon who chooses to carry a concealed weapon while driving to and from work and park in a parking lot owned, leased or under the control of the KCFPD and/or Kendall County must store his or her firearm or ammunition concealed in a case within a locked vehicle or locked container out of plain view within the vehicle in the parking area.

An employee with a valid license to carry a concealed weapon may carry a concealed weapon within a prohibited parking lot area only for the limited purpose of storing or retrieving a firearm within the vehicle's trunk, provided the licensee ensures the concealed firearm is unloaded prior to exiting the vehicle.

An employee with a valid license to carry a concealed firearm must make certain that the firearm is properly stored in accordance with this policy and Illinois law prior to acting in the course and scope of his or her employment.

D. POLICY VIOLATIONS:

Any employee who violates this policy is subject to discipline up to and including termination of employment, and shall be considered as acting outside the scope and course of his or her duties and/or employment. The KCFPD will not defend or indemnify any employee for an act or omission in violation of this policy.

Section 5.4 DRUG AND ALCOHOL USE/ABUSE 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 KCFPD 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), KCFPD has developed the following Drug and Alcohol Policy:

1. KCFPD 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 KCFPD property or while on business for the KCFPD, except in accordance with job duty requirements.
 - b. Being impaired or under the influence of drugs or alcohol away from KCFPD 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 KCFPD's reputation.
 - c. Possession, use, solicitation for, or sale of drugs or alcohol away from KCFPD 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 KCFPD's reputation.
2. It is the responsibility of all KCFPD 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 KCFPD property and/or while on business for the KCFPD.
3. Any employee convicted of any criminal drug statute violation shall notify KCFPD 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 KCFPD 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 KCFPD in violation of

federal law or unless failing to do so would cause the KCFPD to lose a monetary or licensing-related benefit under federal law or rules. The KCFPD prohibits an employee's use and storage of medical cannabis on KCFPD property and/or while performing their assigned job duties for the KCFPD. 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 KCFPD to adopt a "zero tolerance" policy. As such, the KCFPD 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 KCFPD property; while performing the employee's job duties; during compensated time; and/or while the employee is on call for the KCFPD;
- Using, selling, distributing, and/or possessing recreational/non-medical use cannabis while on KCFPD property; during compensated time; while performing the employee's job duties for the KCFPD; and/or while the employee is on call for the KCFPD, 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 KCFPD hereby adopts a "zero tolerance" policy and

states that employees are prohibited from:

- Being under the influence of alcohol while on KCFPD property; while performing the employee's job duties for the KCFPD; during compensated time; and/or while the employee is on call for the KCFPD;
 - Using, selling, distributing and/or possessing alcohol while on KCFPD property; while performing the employee's job duties; during compensated time; and/or while the employee is on call for the KCFPD, 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) KCFPD 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 KCFPD 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 KCFPD to work toward reducing the probability of accidents or incidents related to the misuse of alcohol or drugs the KCFPD requires the testing of employees and mandates an anti-drug and alcohol misuse prevention program.

1. **When Testing May Occur:** Employees working for the KCFPD 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 KCFPD 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 KCFPD 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 KCFPD’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 KCFPD 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 2021.

Where random testing is prohibited or restricted by applicable federal, state or local statute or regulation, or other legally-binding agreement, the KCFPD 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)

As of 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:
 - Failing to provide adequate samples for testing without medical reason;
 - Failing to show up at the testing site when instructed;
 - Engaging in conduct that obstructs the testing process; and/or
 - Failing 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 KCFPD shall keep the results of any testing strictly confidential to the extent required or permitted by applicable state and federal law. However, the KCFPD 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 KCFPD 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 KCFPD'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 KCFPD. The KCFPD 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 KCFPD Department Manager or Elected Official or their designee, or whenever in the sole opinion of the KCFPD or their designee, there is reasonable suspicion for such testing.

- b. In the event of testing for reasonable suspicion, the KCFPD or their designee shall provide the employee with notice of the basis for reasonable suspicion. In addition, the KCFPD 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 KCFPD 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 KCFPD 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 KCFPD 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 KCFPD.

8. Positive Test Results:

- a. If an applicant tests positive for drug(s) and/or alcohol in a test administered under this Policy, KCFPD 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 KCFPD 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 KCFPD 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 KCFPD, 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 KCFPD. In the event such an employee tests positive again, the employee shall be immediately terminated.

Section 5.5 NO SMOKING POLICY

In accordance with Illinois law, the KCFPD prohibits smoking in the workplace or at any work site, while driving any vehicle owned or leased by the KCFPD and/or Kendall County, or while performing job duties on behalf of the KCFPD.

Section 5.6 NO TOBACCO USE POLICY

The KCFPD prohibits the use of tobacco products in the workplace or at any work site, while driving any vehicle owned or leased by the KCFPD and/or Kendall County, or while performing job duties on behalf of the KCFPD.

Section 5.7 SAFE DRIVING POLICY

The purpose of this policy is to ensure the safety of those individuals who drive personal

vehicles for the business of the KCFPD and to ensure the safety of their passengers and the public.

A. DRIVER RESPONSIBILITIES

Employees must comply with all of the following responsibilities while driving a vehicle for the business of the KCFPD:

- All drivers must be authorized to drive for work purposes.
- The KCFPD reserves the right to review both the driver's license and MVR of all authorized drivers at any time. For positions which require driving as an essential job function, applicants may receive a conditional offer of employment, contingent upon the results of the MVR review.
- It is the driver's responsibility to operate the vehicle in a safe and lawful manner to prevent injuries and property damage.
- Drivers must have a valid driver's license and insurance for the type of vehicle to be operated, and must keep the license(s) with them at all times while driving. All CDL drivers must comply with all applicable D.O.T. regulations, including successful completion of medical, drug, and alcohol evaluations.
- All drivers and passengers must wear seat belts in accordance with state law.
- Employees must report all accidents, regardless of severity, to the police, to the employee's immediate supervisor and to Executive Director. Failing to stop after an accident and/or failure to report an accident may result in disciplinary action, including termination.
- Drivers must comply with all traffic laws. Distracted driving of any type is prohibited.
- It is the responsibility of all employees to report the loss, bond issuance, suspension and/or revocation of his/her driver's license immediately to the employee's immediate supervisor and the Executive Director.
- All traffic violations (including parking tickets), citations and fines incurred when driving for work purposes are the sole responsibility of the driver.
- Driving for work purposes while under the influence in violation of the KCFPD's Drugs and Alcohol Policy is forbidden and is sufficient cause for discipline, including termination.
- Drivers who perform safety sensitive functions must inform their immediate supervisor and the Kendall County KCFPD Board of Commissioners if taking any medications that may affect their ability to safely operate a vehicle for work purposes.

Employees required to use their own vehicle on KCFPD 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 KCFPD 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.

Section 5.8 PORTABLE ELECTRONIC DEVICES

For purposes of this policy, “portable electronic devices” is any piece of lightweight, electrically powered equipment. These devices are typically consumer electronic devices capable of communications, data processing and/or utility. Examples range from handheld, lightweight electronic devices such as tablets, e-readers, and smartphones to small devices such as MP3 players, laptops, and personal gaming devices.

Employees are prohibited from using portable electronic devices when engaged in the following activities for the KCFPD and/or during compensated time:

- While driving or operating a moving vehicle unless a hands free device is used;
- While driving in a school zone or construction zone, even if a hands free device is used;
- While operating machinery;
- While in close proximity to moving equipment or machinery; and
- At any time when the use of a cell phone might place you or others at risk.

Employees are discouraged from conducting personal business on portable electronic devices during work hours. Personal use of portable electronic devices during work hours should be limited to emergency situations, during the employee’s break times and/or meal periods. Employees are expected to mute or lower the ring tone volume on their personal cell phones and other portable electronic devices during work hours so as not to disturb others. If personal use of a portable electronic device (including, but not limited to a cell phone) during work hours becomes necessary, employees are expected to exercise courtesy towards others in the workplace and to avoid being loud or disruptive. Frequent use of personal electronic devices for personal business may result in disciplinary action up to and including termination.

Portable electronic devices should not be used to transmit business communications unless it is sent or receiving using the Kendall County/KCFPD network, or using a secured access/virtual private network (VPN). No electronic documents/emails of the KCFPD shall be maintained on personal portable electronic devices. Also, any portable electronic devices that are used for KCFPD business must be password protected at all times, and they must also have the capability to remotely wipe all information in the event the portable electronic device is lost or stolen.

Section 5.9 EQUIPMENT/SUPPLIES

The KCFPD provides equipment and supplies to assist employees in performing their work on behalf of the KCFPD. KCFPD-provided equipment and supplies are solely to be used for work purposes.

Employees must use all equipment safely and for its intended use and in accordance with manufacturer specifications. Employees are asked to conserve resources and use only those supplies necessary to perform their job.

The KCFPD prohibits the use of KCFPD equipment or supplies for personal use.

Section 5.10 ACCIDENT REPORTING POLICY

Any employee who is injured while on duty (regardless of severity) shall report the injury to his/her immediate supervisor promptly both verbally and in writing with a completed Incident Report (form to be provided to the employee by the Executive Director and/or Human Resources, Accounting and Reservation Manager). The Incident Report shall include the following: the date, time, place injury occurred, how the injury occurred, the type of injury, the identity of any witnesses, and whether medical assistance was obtained. The report shall be submitted to the Human Resources, Accounting and Reservation Manager or the Executive Director by the end of the workday, if possible.

Any employee witnessing or receiving a report of an injury to a visitor shall verbally report the injury to the employee's supervisor immediately. The employee may also be required to complete a written Incident Report (form to be provided to the employee by the Executive Director and/or Human Resources, Accounting and Reservation Manager) and provide it to the Executive Director by the end of the workday, if possible. The Human Resources, Accounting and Reservation Manager or the Executive Director should then provide a copy of all such paperwork to the KCFPD Board President.

Any accident involving the KCFPD's/County's property or vehicles or involving a privately owned vehicle being operated for the KCFPD's business shall be reported promptly to the employee's supervisor both verbally and in writing with a completed Incident Report (form to be provided to the employee by the Executive Director and/or Human Resources, Accounting and Reservation Manager). The Incident Report shall include the following: the date, time, place incident occurred, how the incident occurred, the identity of any witnesses, and the extent and type of damage, if applicable. The report shall be submitted to the Human Resources, Accounting and Reservation Manager or the Executive Director by the end of the workday, if possible. Employees are also required to notify law enforcement when appropriate.

Section 5.11 WORKERS' COMPENSATION

The safety and health of our employees is very important to the KCFPD. Despite our best efforts at prevention, accidents in the workplace can sometimes occur.

When an employee is injured in his or her scope of employment, the employee may be eligible for workers' compensation benefits.

An employee is required to report any and all injuries that occur or may have occurred while performing his or her job duties as soon as the employee is aware of the injury. The employee shall report such injuries to the employee's immediate supervisor, the District Executive Director and/or the Kendall County KCFPD Board of Commissioners and shall comply with the KCFPD's Accident Reporting Policy set forth above.

The KCFPD prohibits retaliation against any employee for reporting a workplace injury or filing a workers' compensation claim. Any employee that retaliates against another employee for making a good faith request for workers' compensation is subject to discipline up to and including termination of employment.

CHAPTER 6

DISCIPLINE AND SEPARATION PROCEDURES

Section 6.1 DISCIPLINE AND CORRECTIVE ACTION

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. The following procedures relating to employee discipline and termination are meant to be a guide only. Employment with the KCFPD is at-will and may be terminated with or without cause and with or without notice. Employees who are in violation of the established policies, procedures, or practices of the KCFPD may be subject to corrective action. However, the KCFPD reserves the right to bypass any or all of these corrective action steps. The corrective action process may include any or all of the following:

A. CORRECTIVE ACTION PROCESS

1. Documented Verbal Counseling:

This is typically an informal verbal counseling issued by immediate supervisor, explanation to the employee of which he did wrong and why it is important that the episode not be repeated. The immediate supervisor 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 may become part of the employee's departmental Kendall County Forest Preserve District personnel file.

2. Written Warning:

A department manager with prior approval, and Executive Director may issue a written warning. The written warning will normally identify the specific violation of policy, procedure, or practice; the date and nature of the infraction; the corrective action required to resolve the identified breach of policy, procedure or practice; and, if applicable, the timeframe in which the noted violation must be satisfactorily resolved.

The employee will be requested to sign verification of receipt of the written warning. Should the employee disagree with the basis for the warning, notation may be made by the employee directly on the written warning. The written warning will be maintained in the employee's file. If satisfactory resolution does not occur, the next step in the Corrective Action Process may be initiated.

3. Suspension:

Suspension with or without pay may be issued for an egregious or persistent violations of policy/policies, procedure(s), or accepted practice(s). There may be circumstances where an employee may be suspended even if the employee has not received a prior

warning. The Executive Director or their designee will determine the length of the suspension by the severity of the violation.

4. Dismissal:

An egregious or persistent violation of policy/policies, procedure(s), or accepted practice(s) may result in an employee's dismissal. An employee is subject to dismissal even if the employee has not received a prior warning. The KCFPD Board of Commissioners renders all decisions regarding the dismissal of employees.

B. NON-EXHAUSTIVE LIST OF REASONS FOR CORRECTIVE ACTION

The following is a non-exhaustive list of reasons for which an employee may receive corrective action:

1. Possessing firearms or other weapons on KCFPD property;
2. Fighting or assaulting another individual;
3. Threatening or intimidating others;
4. Engaging in any form of unlawful harassment, unlawful discrimination and/or sexual misconduct;
5. Violating the KCFPD's Drug and Alcohol Use/Abuse Policy;
6. Disclosing confidential information obtained during the course of employment;
7. Disseminating any other records or information obtained during the course of employment to any third party or to an employee's personal email accounts without the prior written approval of the employee's immediate supervisor and/or the KCFPD Board of Commissioners or his designee;
8. Falsifying or altering any record or report prepared, received and/or preserved by the KCFPD;
9. Stealing, destroying, defacing, or misusing County property, KCFPD property or another's property;
10. Refusing to follow management's instructions concerning a job-related matter or insubordination;
11. Failing to wear assigned safety equipment or failing to abide by safety rules and policies;
12. Smoking where prohibited by state law, local ordinance or KCFPD rules;
13. Using profanity or abusive language or engaging in any other conduct that shall put the KCFPD in a bad light with the public;
14. Sleeping on the job without authorization;
15. Gambling on KCFPD property and/or while the employee is on compensated time;
16. Wearing improper attire or having an inappropriate personal appearance;
17. Incompetence, negligence, inefficiency, or failure or inability to perform your assigned duties;

18. Abusiveness in employee's attitude or language, or in his conduct resulting in physical harm, injury, or unlawful harassment to employees of the County, employees of the KCFPD, or the public;
19. Conviction of a felony or any criminal misdemeanor set forth in Section 10-1-7 of the Illinois Compiled Statutes, which has not been sealed, expunged or impounded under Section 5.2 of the Criminal Identification Act;
20. Engaging in unprofessional conduct that puts the KCFPD in a bad light;
21. Causing damage to public property or waste of supplies through negligence or willful misconduct, or failure to take reasonable care of County property and/or the KCFPD's property;
22. Absence from scheduled work without prior authorization;
23. Claiming sick leave under false pretenses;
24. Absence without approved leave for a period of three (3) days (which may be considered to be a voluntary resignation), or a failure to report after leave of absence has expired or has been disapproved, revoked, or canceled by the employee's superior;
25. 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, workers' compensation leaves, VESSA leave, military leave or any other approved leave of absence;
26. Violation of any policies and/or procedures for the KCFPD; and
27. Any other reason as determined by the employee's supervisor, the Executive Director and/or the KCFPD Board of Commissioners or his designee.

These grounds for discipline DO NOT constitute an exhaustive list of all the acts that may subject an employee to disciplinary action. No set of rules can cover all situations. The Executive Director and/or Kendall County KCFPD Board of Commissioners reserves the right to discipline and discharge employees for unacceptable conduct other than those prescribed herein.

Section 6.2 GRIEVANCE PROCEDURE

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.

A. DEFINITIONS AND RULES FOR GRIEVANCE PROCEDURE

Work days are considered to be Monday through Friday, exclusive of the KCFPD observed holidays.

A grievance filed by an employee of the KCFPD, 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 Executive Director.

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

B. 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 of receiving the written response, to the KCFPD 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 on a date 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.

C. DECISION

The decision of the Grievance Committee of the KCFPD Board shall be final.

D. 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 KCFPD President.

Section 6.3 SEPARATION PROCEDURES

A. 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

B. RETURN OF PROPERTY:

An employee leaving employment, whether through resignation, lay-off or dismissal, shall return any and all property in the employee's possession that the employee obtained

during his or her employment with the KCFPD including, but not limited to, uniforms, keys, equipment, identification cards, and documents.

C. REINSTATEMENT:

Employees who have resigned while in good standing may be rehired at the sole discretion of the Kendall County KCFPD Board of Commissioners. 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 after the employee's last day of employment. Employees who resign while awaiting disciplinary action or who are discharged may not be eligible for re-employment.

D. EMPLOYEE REFERENCES:

All requests for reference information about a current or former employee of the KCFPD should be referred to the District Executive Director and/or Kendall County KCFPD Board of Commissioners. It shall be the policy of the KCFPD that subjective or interpretive information about an employee's job performance will not be offered to those making reference inquiries. To the extent permitted by law, the KCFPD 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 will be considered a personal reference and the KCFPD will accept no responsibility for the information relayed.

CHAPTER 7 COMPENSATION AND BENEFITS

Section 7.1 WAGE AND SALARY POLICY

A. NON-EXEMPT EMPLOYEES

The Fair Labor Standards Act (FLSA) is a federal law which requires that most employees in the United States receive at least the federal minimum wage for all hours worked and receive overtime pay, or alternatively for public employees, compensatory time off, at the rate of one and one-half hours for each hour worked over forty (40) in a workweek. Employees who are subject to minimum wage and overtime laws are called “non-exempt.” If you are eligible for overtime pay or compensatory time off, you must maintain a record of the total hours you work each day. All time sheets are reviewed and signed by the department manager and turned in every two weeks to the Human Resource Manager. The Executive Director and Human Resource Manager will review the hours on each time sheet and initiate a payroll voucher which is sent to the Payroll Manager in the Treasurer’s office. Employee time sheets are reviewed for any compensatory time or vacation – sick/personal hours taken during the payroll period and individual employee benefit sheets are updated accordingly.

You should not work any hours outside of your scheduled workday unless the Executive Director has authorized the unscheduled work in advance. Do not start early, finish late, work during a meal break, or perform any extra work unless you are authorized to do so in advance, and the time is reported on your time-keeping record. You are required to verify that the reported hours worked are complete and accurate and that you have not worked any “off-the-clock” or unrecorded time. Your recorded hours worked must accurately reflect all regular and overtime hours worked, any absences, early or late arrivals, early or late departures and meal breaks.

B. EXEMPT EMPLOYEES

Section 13(a)(1) of the FLSA, however, provides an exemption from both minimum wage and overtime pay for employees employed as bona fide executive, administrative, professional and outside sales employees. Section 13(a)(1) and Section 13(a)(17) also exempt certain computer employees. Job titles do not determine exempt status. In order for an employee to qualify as “exempt” from minimum wage and overtime, an employee’s specific job duties and salary must meet all the requirements of the Department of Labor’s regulations. If you are classified as an exempt, salaried employee, you will receive a salary, which is intended to compensate you for all hours that you may work for the KCFPD. This salary will be set at the time of hire or whenever you become classified as an exempt employee. Your salary may be subject to review and modification from time to time, such as during salary review time.

Being paid on a “salary basis” means an employee regularly receives a predetermined amount of compensation on a weekly, or less frequent, basis. The predetermined amount

cannot be reduced because of variations in the quality or quantity of work. Subject to exceptions listed below, an exempt employee must receive the full salary for any workweek in which the employee performs any work, regardless of the number of days or hours worked. Exempt employees do not need to be paid for any workweek in which they perform no work. If the employer makes deductions from an employee's predetermined salary, i.e., because of the operating requirements of the business, that employee is not paid on a "salary basis." If the employee is ready, willing and able to work, deductions may not be made for time when work is not available.

Deductions from an exempt employee's pay are permissible under the following circumstances:

- When an exempt employee is absent from work for one or more full days for personal reasons other than sickness or disability;
- For absences of one or more full days due to sickness or disability if the deductions are made in accordance with a bona fide plan, policy or practice of providing compensation for salary lost due to illness;
- To offset the amount an employee receives as jury or witness fees or for military pay;
- For unpaid disciplinary suspensions of one or more full days imposed in good faith for workplace conduct rule infractions;
- In the initial or terminal week of employment in the event you work less than a full week;
- For penalties imposed in good faith for infractions of safety rules of major significance; and
- For weeks in which an exempt employee takes unpaid leave under the Family and Medical Leave Act.

An exempt employee's salary may also be reduced for certain types of deductions such as his or her portion of health, dental or life insurance premiums, state, federal or local taxes, social security, IMRF, etc.

Please note that you will be required to use accrued vacation, personal or other forms of paid time off for full or partial day absences for personal reasons, sickness or disability.

It is our policy to comply with the salary basis requirements of the FLSA. Therefore, we prohibit any member of management from making any improper deductions from the salaries of exempt employees. We want employees to be aware of this policy and that the Employer does not allow improper salary deductions that violate the FLSA.

C. ACCURATE TIME-KEEPING

It is a violation of this policy for any employee to falsify a time-keeping record or to alter another employee's time-keeping record. It is a violation of the KCFPD's policy for an employee to instruct another employee to incorrectly or falsely report hours worked or alter another employee's time-keeping record to over- or under-report hours worked. If

any employee instructs you to violate this policy, do not do so. You are to report it immediately to your department manager and/or the Executive Director.

D. REPORTING ERRORS OR IMPROPER DEDUCTIONS

We make every effort to ensure that all of our employees are paid correctly. Occasionally, however, an inadvertent error can occur. Please review your paystub every pay period. If you find an error, please call it to our attention immediately by reporting it to the Executive Director and the Kendall County Treasurer's Office (who performs payroll functions for the KCFPD's employees). Also, if you believe that an improper deduction has been made from your wages, you should immediately report this to the Executive Director and the Kendall County Treasurer's Office. Reports of errors or improper deductions will be promptly investigated. If it is determined that an error or improper deduction has occurred, it will be promptly corrected and you will be promptly reimbursed for any improper deduction made. No employee will be retaliated against for reporting violations of this policy or for cooperating in an investigation of a reported violation.

Section 7.2 REIMBURSEMENT POLICY

Pursuant to the Illinois Wage Payment and Collection Act, the KCFPD 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 the KCFPD. "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 the KCFPD. However, the KCFPD 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 the Executive Director, 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 the District Executive Director;
- Registration fees for required continuing education, which are pre-approved in writing by the District Executive Director;
- Registration fees for required business conferences and workshops, which are pre-approved in writing by the District Executive Director;
- Copying costs, which are pre-approved in writing by the District Executive Director;
- Postage costs, which are pre-approved in writing by the District Executive Director; and

- Office supplies that are pre-approved in writing by the District Executive Director and that 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 the District Executive Director 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 the District Executive Director 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 the District 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 the District Executive Director. When submitting a mileage reimbursement form, the employee shall attach a printout from 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 the District Executive Director. Reimbursement for meals within a 30-mile radius of the KCFPD is generally not allowable, unless pre-approved in writing by the District Executive Director. The KCFPD 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 traveling 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 the 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 the District Executive Director 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 the District Executive Director 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 the District Executive Director on a form approved by the KCFPD Board of Commissioners.

C. FAILURE TO COMPLY WITH THE POLICY

If the employee fails to comply with any aspect of this policy, the District Executive Director reserves the right in his 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 7.3 HOLIDAY PAY

All eligible employees will receive time off with pay or will receive holiday pay if required to work on designated holidays. Annually, the KCFPD Board of Commissioners designates the paid holidays for the KCFPD.

Full-time and part-time employees who are budgeted to work a minimum of twenty (20) hours per workweek may be eligible for holiday pay. Temporary employees, seasonal employees, interns, and volunteers are not eligible for holiday pay.

To be eligible for time off with holiday pay, the holiday must fall on the employee's regularly scheduled workday. Also, an eligible employee must work the last scheduled workday before the holiday and the first scheduled workday after holiday, in order to be compensated for the holiday, unless absence on either or both days is pre-approved by the District Executive Director.

An eligible full-time employee will be paid for the scheduled holiday at the employee's regular rate of pay as computed for one (1) workday (if the designated holiday is a full workday) or one half (1/2) day (if the designated holiday is a half of a workday). Assuming the holiday falls on the employee's regularly scheduled workday, an eligible part-time employee will receive holiday pay proportionate to the average number of hours the employee would normally work on the holiday (e.g., if the employee normally works four (4) hours a day, the employee will receive four (4) hours of holiday pay).

If an eligible FLSA non-exempt employee works on a designated holiday, the employee will receive holiday pay plus wages at one and one-half times their regular rate of pay for the hours the employee worked on the holiday.

When a holiday falls during an eligible employee's scheduled vacation period, the employee will be paid for the holiday instead of vacation pay.

Employees must be working (i.e., on active paid status) to be for holiday pay. Employees on an unpaid leave of absence are not eligible for holiday pay.

Employees who observe a religious holiday on days which do not fall on a designated holiday should use accrued vacation, personal days, or compensatory time (if any). However, if the employee does not have accrued time available, such religious holidays may be taken without pay, provided the employee has obtained the written approval of the employee's immediate supervisor and the Executive Director. An employee requesting to take unpaid time off to observe a religious holiday must submit their request in writing to their immediate supervisor at least fourteen (14) calendar days prior to the proposed absence.

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

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

Section 7.4 OVERTIME

For most non-exempt employees, *overtime* is any time worked over 40 hours a workweek. For all overtime worked, eligible employees will be paid one and one-half (1.5) times their regular pay rate or may be credited with compensatory time off at the rate of one and one-half (1.5) hours of time off for each hour of overtime worked. For the purposes of this computing overtime pay non-exempt salaried employees will have their hourly salaries

calculated Whether an employee receives overtime pay or compensation time is left to the discretion of the Executive Director. FLSA exempt employees are not eligible for overtime pay or compensatory time off. Please contact the Executive Director if you have questions regarding your overtime eligibility.

Overtime hours are provided on an as-needed basis by the Executive Director and are not guaranteed. An employee may not work overtime unless the overtime has been approved in advance in writing by the employee's immediate supervisor and the Executive Director. Also, an employee must notify their immediate supervisor and the Executive Director as soon as possible if the employee anticipates going over 40 hours of work in a workweek. The employee's immediate supervisor will try to provide reasonable notice to the employee if the employee is needed to work overtime. Advance notice is not always possible, however, based on the Employer's needs. The employee must advise the Executive Director if they wish to be paid for the overtime each pay period or wish to have as compensatory time.

The employee shall be permitted to use 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.

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

Failure to comply with this policy may result in disciplinary action up to and including termination.

Section 7.5 INSURANCE BENEFITS

Kendall County provides life insurance, accidental death and dismemberment insurance, medical and hospitalization insurance and dental insurance to eligible employees of the KCFPD. Plan documents for specific benefits are available by written request to the Executive Director. Dependent coverage at group rates is available. Temporary or regular part-time employees, interns, volunteers and independent contractors are not eligible for these insurance benefits, except those grandfathered under previous policy of Kendall County or as otherwise provided by law.

Summary plan descriptions (SPDs) which explain coverage of eligible health, dental and life insurance benefits in greater detail are available through Kendall County's benefits

administrator. The actual plan documents 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. The KCFPD reserve the right to change insurance carriers, change health maintenance organizations, self-insure, and/or change or eliminate any benefits at any time, provided such changes are made in accordance with applicable law.

If an eligible employee would otherwise lose group coverage because of a qualifying event as defined by applicable law, the employee and/or qualifying dependents may be eligible to continue such coverage under KCFPD's plan for such period of time as prescribed by law and applicable plan documents. KCFPD will notify the employee of the time period for which continuation coverage may be provided, depending upon the employee's individual situation.

Section 7.6 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 contact the Aurora Earthmovers Credit Union and/or the Kendall County Treasurer's Office for additional details.

Section 7.7 EMPLOYEE ASSISTANCE PROGRAM

The successful operation of the KCFPD depends on the physical and psychological health of all its employees. To attain that goal, KCFPD has available to all employees of KCFPD, an 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 is one of the most important aspects of the program. If an employee contacts the Employee Assistance Program directly, no one in the KCFPD will know about it unless told by the employee. 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. Kendall County 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 employee's applicable group insurance plan. Asking for assistance does not mean that an employee will be obligated to accept or continue it. For more information, please see Kendall County's internal employee website or contact the Kendall County Treasurer's Office.

Section 7.8 ILLINOIS MUNICIPAL RETIREMENT FUND (IMRF) BENEFITS

The Illinois Municipal Retirement Fund (IMRF) provides eligible employees of units of local government 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.

Participation is compulsory at the time of employment if the employee occupies an IMRF qualified position. Benefits are funded by employee and employer contributions. The Kendall County Treasurer is the authorized IMRF agent for KCFPD.

For more information regarding the death, disability and retirement benefits under IMRF, please contact the Kendall County Treasurer's Office or visit the IMRF's website at <http://www.imrf.org>.

Section 7.9 MISCELLANEOUS EMPLOYEE BENEFITS

Additional employee benefits other than those set forth above may be provided by the KCFPD from time to time. These benefits are subject to change at any time with or without notice to employees. For more information, please visit Kendall County's internal employee website at <https://employee.co.kendall.il.us/>

CHAPTER 8 EMPLOYEE LEAVES OF ABSENCE

Section 8.1 PERSONAL AND BANKED SICK LEAVE

There are times that an employee may need time away from work due to illness, injury or to attend to health needs that cannot be addressed during non-working hours. Pursuant to the terms of this policy, the Employer provides paid time off to eligible employees (as defined below) to address these needs.

A. ELIGIBLE EMPLOYEES

For purposes of this policy, “eligible employees” includes all full-time employees. Regular part-time employees may earn personal/sick leave, but the amount of personal/sick leave earned is proportionate to their average number of hours worked per month.

Personal/sick leave is not available to the following employees (who are not eligible employees):

- Seasonal employees;
- Temporary employees;
- Interns;
- Volunteers; and
- All other employee classifications not specifically listed as eligible for personal leave or banked sick leave.

If you have questions regarding your eligibility for personal or banked sick leave, please contact the Executive Director and/or Human Resource Manager.

B. ACCRUAL OF PERSONAL LEAVE

On the first day of each fiscal year (which is currently December 1st) of employment, eligible employees will receive the equivalent of twelve (12) work days of personal leave.

For purposes of this policy, a “work day” is the average number of hours an eligible employee is regularly scheduled to work in a workday. So, for example, if the employee regularly works a seven and one-half (7 ½) hour work day, the employee’s “day” for purposes of this policy will be 7.5 hours of personal leave.

Sick leave and personal leave are one and the same during the fiscal year it is earned and shall be referred to as “personal leave” throughout this policy. Personal leave may be used for any purpose, subject to the provisions in this policy.

Employees who become “eligible employees” after the first day of the fiscal year will be eligible to receive personal leave as follows:

<u>Commencing work as an "eligible employee"</u>	<u>Number of Personal Days</u>
Dec., Jan., Feb.	12 personal days
March, April, May	9 personal days
June, July, August	6 personal days
Sept., Oct., Nov.	3 personal days

C. CARRYOVER OF UNUSED PERSONAL LEAVE ("BANKED SICK LEAVE")

Any accrued personal leave that is not used on or before the last day of the fiscal year it is earned may be carried over by eligible employees to the next fiscal year but may only be carried over as accrued banked sick leave (not personal leave).

Banked sick leave may only be used after all personal days granted in the active fiscal year have been exhausted. Accrued banked sick leave may only be used for one or more of the following reasons:

- The employee is sufficiently ill so that good judgment would determine it best not to report to work;
- The employee cannot report to work due to an illness or injury not arising out of or in the course of their employment;
- The employee must attend a medical, optical and/or dental appointment for one or more of the following individuals: the employee, the employee's legal spouse, the employee's child (birth, adopted or step child), or the employee's parent (birth, adopted or step parent); and/or
- The employee is absent due to an FMLA qualifying reason, and the employee is concurrently using FMLA leave for the absence.

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 be accumulated up to a sum not to exceed two hundred forty (240) banked sick leave days.

D. TRADING PERSONAL/BANKED SICK LEAVE

Employees have the option of trading up to a maximum of twelve (12) days of their current annual unused 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 November 15 of the fiscal year or other date communicated by the Kendall County Treasurer. 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 the employee uses any of these personal days 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 (12) personal days. Employees are not eligible to receive the personal days payback before their probationary period has been successfully completed.

E. NOTIFICATION AND APPROVAL OF PERSONAL/BANKED SICK LEAVE

All requests to use accrued personal/banked sick leave should be made so as to create minimal disruption of work schedules and regular business operations, if possible. All requests to use accrued personal/banked sick leave should include the employee's best estimate of the duration of the absence, if possible.

Use of personal/banked sick leave is subject to approval by the employee's immediate supervisor and the Executive Director. The Executive Director reserves the right to deny specific requests of certain dates or times requested for personal and/or banked sick leave in order to ensure that the KCFPD's operational and scheduling needs are met. Disapproved personal leave and/or banked sick leave requests will be promptly returned to the employee with an explanation for the denial of the time off request. The employee must promptly report their absences charged to accrued personal leave and/or banked sick leave in writing to the Human Resources, Accounting and Reservation Manager for recordkeeping purposes.

If the employee is requesting to use accrued personal/banked sick time for an unforeseeable absence (e.g., the employee becomes ill): The employee should call the KCFPD and request the time off as soon as possible but no later than one (1) hour prior to the start of the employee's work shift, unless such notice is not practical and/or such notice requirement has been waived by the Executive Director.

If the employee is requesting to use accrued personal/banked sick time for a foreseeable absence (e.g., to attend a medical, optical or dental examination appointment or treatment or any other type of foreseeable absence): The employee should submit their request for time off as soon as possible but no later than twenty four (24) hours prior to the start of the employee's work shift, unless such notice is not practical and/or such notice requirement has been waived by the Executive Director. Such requests should be submitted in writing first to the employee's immediate supervisor for approval and then forwarded to the Executive Director for final approval or denial.

F. MEDICAL CERTIFICATION

As a condition for eligibility for paid personal and/or banked sick leave under this policy, the Executive Director may require, in their discretion, any employee to submit a healthcare provider's certification of illness or injury if any one or more of the following occurs:

- The employee has been off sick for three (3) or more consecutive workdays;
- The employee has had repeated illnesses of shorter periods;

- The employee calls in sick on the day of, before or after a holiday, vacation day, or day off; or
- In any circumstance where the Employer has a reasonable belief of sick leave abuse by the employee.

The Executive Director may also require the employee to provide a statement from the employee's healthcare provider indicating the employee is physically able to return to work before an employee may return to work.

In the above circumstances, the Executive Director may, at the discretion, also require an employee to submit to an examination by a physician designated by the KCFPD at the KCFPD's expense.

G. SEPARATION OF EMPLOYMENT

Upon separation of employment, the employee is not entitled to any additional compensation for any unused personal days in the current year and for any accrued banked sick days from prior years. However, retiring IMRF members, 55 years of age and older, may qualify for a maximum of up to one (1) year of additional pension service credit for accrued, unused banked sick leave accumulated at the rate of one (1) month of IMRF pension service credit for every twenty (20) days of accrued, unused banked sick leave or fraction thereof.

Section 8.2 VACATION

All regular full-time employees of the KCFPD are eligible for paid vacation benefits pursuant to the terms of this Vacation Policy.

A. VACATION ACCRUAL FOR FULL-TIME EMPLOYEES

Eligible full-time employees shall earn vacation time in accordance with the following schedule:

<u>Years of Service</u>	<u>Available Vacation Hours Per Fiscal Year</u>
0-6 Years of Service	75 vacation hours (i.e., 10 vacation days)
7-14 Years of Service	112.5 vacation hours (i.e., 15 vacation days) <i>This rate of accrual commences the first day of the month following the employee's completion of their 6th year of service at the KCFPD.</i>
15 or More Years of Service	150 vacation hours (i.e., 20 vacation days)

This rate of accrual commences the first day of the month following the employee's completion of their 14th year of service at the KCFPD.

The length of eligible service is calculated on the employee's date of hire with the KCFPD. Eligible full-time employees are credited with accrued vacation time after each completed month of service to the KCFPD. Vacation is accrued monthly at the rate of one-twelfth (1/12) the eligible full-time employee's annual accrual, as outlined in the following table:

YEARS OF SERVICE	AMOUNT OF VACATION TIME DISTRIBUTED ON THE FIRST OF THE MONTH FOLLOWING THEIR COMPLETED MONTH OF SERVICE	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)

B. VACATION AVAILABILITY FOR PART-TIME EMPLOYEES AND EMPLOYEES ON A LEAVE OF ABSENCE

Part-time employees of the KCFPD who work a minimum of one thousand forty (1,040) hours per year and a minimum of twenty (20) hours per work week will be eligible to accrue paid vacation time on a pro rata basis pursuant to the terms of this Vacation Policy. For example, an eligible part-time employee with one (1) year of completed service who works a standard workweek of 25 hours per week would accrue 50 vacation hours per fiscal year, which would be distributed at a rate of 4.167 vacation hours per completed month of service.

Employees on an unpaid leave of absence for the entire month shall not accrue vacation during their leave of absence unless otherwise required by law.

C. VACATION REQUESTS

All vacation requests shall be communicated to the employee's immediate supervisor for approval or denial. If necessary, department supervisor's will communicate to the Executive Director any vacation absences so he/she is aware.

Vacations will be scheduled with prime consideration given to the efficient operation of the KCFPD. While employee's requests will be honored whenever possible, final

approval or denial of vacation requests is in the sole discretion of the District Executive Director.

D. 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 (2nd) 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 an employee's annual accrual rate within the first quarter of each fiscal year.

E. SEPARATION OF EMPLOYMENT

Upon an employee's separation of employment, the employee will be compensated for all vacation hours that are accrued but unused as of the employee's last day of employment. Such payment shall be made at the employee's current pay rate.

F. HOLIDAYS DURING APPROVED VACATION LEAVE

Whenever a paid holiday falls during an employee's 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.

Section 8.3 TIME OFF TO VOTE

Employees are requested to vote before or after work if possible. However, if polls are open only during work hours or you are unable to vote before or after work, voters may take time to vote during work so long as the time taken does not exceed two hours. Employees must request time off to vote in advance of the election date. Such requests should be sent in writing first to the employee's immediate supervisor for approval and then forwarded to the Executive Director for final approval. The Executive Director reserves the right to specify the timeframe during which the employee may be absent to vote.

Section 8.4 JURY AND WITNESS DUTY

Jury and witness duty leave shall be granted to KCFPD employees who are called to jury duty or are required to be absent from work because of a subpoena from any legislative, judicial or administrative tribunal.

Time away from work with pay and regular benefits shall be granted for such purposes. Any fee received by an employee for serving on a jury or providing testimony must be written over to the KCFPD. Part time employees will be required to turn over the portion

of any fee received, pro rata to the number of hours for which the employee was scheduled to work that day.

To request time off for jury and witness duty leave, employees must provide a copy of the jury or subpoena to the District Executive Director within ten (10) calendar days of receipt.

While serving on a jury or testifying as a witness, employees are required to advise their immediate supervisor and/or the District Executive Director about their availability for work each workday. Employees who are released from jury duty or witness testimony during the workday are expected to report to work immediately to complete their work shift.

If an employee is required to perform jury duty or is summoned to testify as a witness while the employee is on an approved leave of absence (e.g., FMLA leave), the employee shall not be eligible to receive paid jury and witness duty leave.

Section 8.5 MILITARY LEAVE

The KCFPD will comply with all applicable federal, state and local laws providing military leave and benefit protections to employees. Please direct any questions or requests for leave to your immediate supervisor and the Executive Director.

A. YOUR RIGHTS UNDER THE UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT (USERRA)

USERRA protects the job rights of individuals who voluntarily or involuntarily leave employment positions to undertake military service or certain types of service in the National Disaster Medical System. USERRA also prohibits employers from discriminating against past and present members of the uniformed services, and applicants to the uniformed services.

1. REEMPLOYMENT RIGHTS

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

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

If you are eligible to be reemployed, you must be restored to the job and benefits you would have attained if you had not been absent due to military service or, in some cases, a comparable job.

2. RIGHT TO BE FREE FROM DISCRIMINATION AND RETALIATION

Pursuant to USERRA, you have the right to be free from discrimination and retaliation if you (1) are a past or present member of the uniformed service; (2) have applied for membership in the uniformed service; or (3) are obligated to serve in the uniformed service. This means, an employer may not deny you (1) initial employment, (2) reemployment, (3) retention in employment; promotion (4) or any benefit of employment because of this status. In addition, an employer may not retaliate against anyone assisting in the enforcement of USERRA rights, including testifying or making a statement in connection with a proceeding under USERRA, even if that person has no service connection.

3. HEALTH INSURANCE PROTECTION

If you leave your job to perform military service, you have the right to elect to continue your existing employer-based health plan coverage for you and your dependents for up to 24 months while in the military. Even if you do not elect to continue coverage during your military service, you have the right to be reinstated in your employer's health plan when you are reemployed, generally without any waiting periods or exclusions (e.g., preexisting condition exclusions) except for service-connected illnesses or injuries.

4. ENFORCEMENT

The U.S. Department of Labor, Veterans' Employment and Training Service (VETS) is authorized to investigate and resolve complaints of USERRA violations. For assistance in filing a complaint, or for any other information on USERRA, contact VETS at 1-866-4-USADOL or visit its Web site at <http://www.dol.gov/vets>. An interactive online USERRA Advisor can be viewed at <http://www.dol.gov/elaws/userra.html>. If you file a complaint with VETS and VETS is unable to resolve it, you may request that your case be referred to the Department of Justice for representation. You may also bypass the VETS process and bring a civil action against an employer for violations of USERRA.

B. RIGHTS UNDER ILLINOIS LAW

The KCFPD complies with the Illinois Service Member Employment and Reemployment Rights Act, 330 ILCS 61. Employees may be eligible under the Illinois Service Member Employment and Reemployment Rights Act for differential compensation, military leave, concurrent compensation, employer-based health plan benefits, and other protections as enumerated in the Act. The KCFPD prohibits discrimination against persons who serve in the uniformed services. Employee eligibility under this statute is governed by all relevant statutory provisions.

Section 8.6

**FAMILY MEDICAL LEAVE AND QUALIFYING EXIGENCY
LEAVE POLICY**

This policy document supersedes any other existing policy or policy document governing the handling of leave taken pursuant to the Family and Medical Leave Act of 1993 ("FMLA"). It is intended to conform with the Employer's obligations under 29 C.F.R. §825.300.

A. 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), who is under 18 years of age or 18 years of age or older and incapable of self-care because of a mental or physical disability.
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 unless the grandparent or in-laws are acting as parent in loco parentis. An employee stands in loco parentis to a child when the employee intends to assume the responsibilities of a parent with regard to the child through either day-to-day care or financial support.
3. **SPOUSE.** A husband or wife as defined or recognized under State law.
4. **SERIOUS HEALTH CONDITION.** This term means an illness, injury, impairment, or physical or mental condition that involves either:
 - a. In-patient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity (i.e., inability to work, attend school, or perform other regular daily activities) or subsequent treatment in connection with such inpatient care; or
 - b. Continuing treatment by a health care provider, which includes:
 - i. A period of incapacity lasting more than three (3) consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition that also includes:
 - a. Treatment two (2) or more times by or under the supervision of a health care provider (i.e., in-person visits, the first within seven (7) days and both within thirty (30) days of the first day of incapacity); or

- b. One treatment by a health care provider (i.e., an in-person visit within seven (7) days of the first day of incapacity) with a continuing regimen of treatment (e.g., prescription medication, physical therapy, etc.); or
- c. Any period of incapacity related to pregnancy or for prenatal care. A visit to the healthcare provider is not necessary for each absence; or
- d. Any period of incapacity or treatment for a chronic serious health condition which continues over an extended period of time, requires periodic visits (at least twice a year) to a health care provider, and may involve occasional episodes of incapacity. A visit to a health care provider is not necessary for each absence; or
- e. A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective. Only supervision by a health care provider is required, rather than active treatment; or
- f. Any absences to receive multiple treatments for restorative surgery or for a condition that would likely result in a period of incapacity of more than three (3) days if not treated.

B. ELIGIBILITY

To be eligible for FMLA benefits, an employee must:

- (1) Have worked for the KCFPD for a total of 12 months; and
- (2) Have worked at least 1,250 hours over the previous 12 months; and
- (3) Work at a site with 50 or more employees within a 75-mile radius.

C. FMLA LEAVE ENTITLEMENT

A covered employee is entitled to up to a total of 12 workweeks of unpaid FMLA leave in a 12-month period for one or more of the following reasons:

- For the birth of a son or daughter, and to care for the newborn child;
- For the placement with the employee of a son or daughter for adoption or foster care;
- To care for the employee's spouse, son or daughter or parent (but not parent-in-law) who has a serious health condition; or

- When the employee is unable to perform the functions of the employee's job because of a serious health condition, or because of incapacity due to pregnancy, prenatal medical care or childbirth.

Leave to care for a newborn child or for a newly placed child must conclude within 12 months after the birth or placement.

Spouses employed by the same employer may be limited to a **combined** total of 12 workweeks of family leave for the following reasons:

- Birth and care of a child;
- For the placement of a child for adoption or foster care, and to care for the newly placed child; and
- To care for an employee's parent who has a serious health condition.

Eligible employees with a spouse, son, daughter, or parent on covered active duty or call to covered active duty status as defined by applicable federal regulations may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include the following as defined and limited by federal regulation: short notice deployment, military events and related activities, childcare and school activities, financial and legal arrangements, counseling, rest and recuperation, post-deployment activities, parental care, and additional activities arising out of the military member's covered active duty or call to covered active duty status as agreed by employer and employee.

An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered service member (as defined by federal regulation) who is recovering from a serious illness or injury sustained in the line of duty on active duty, is entitled to up to 26 weeks of unpaid leave in a single 12-month period to care for the service member. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status; or is otherwise on the temporary disability retired list, for a serious injury or illness. Covered service member also includes a covered veteran who is undergoing medical treatment, recuperation or therapy for a serious injury or illness. An eligible employee, is entitled to a combined total of 26 workweeks of leave for any FMLA -qualifying reason during the single 12-month period, but is entitled to no more than 12 weeks of leave for:

- The birth of a son or daughter of the employee and in order to care for such son or daughter;
- Because of the placement of a son or daughter with the employee for adoption or foster care;
- In order to care for the spouse, son, daughter or parent with a serious health condition;
- Because of the employee's own serious health condition; or
- Or because of a qualifying exigency.

Spouses who are eligible for FMLA leave and are both employed by the KCFPD are limited to a combined total of 26 workweeks of leave during the single 12-month period if the leave is taken to care for a covered service member with a serious injury or illness AND for the birth of the employee's son or daughter or to care for the child after birth, for placement of a son or daughter with the employee for adoption or foster care, to care for the child after placement, or to care for the employee's parent with a serious health condition.

Under some circumstances, employees may take FMLA leave intermittently – which means taking leave in blocks of time, or by reducing their normal weekly or daily work schedule.

- If FMLA leave is for birth and care or placement for adoption or foster care of a son or daughter, use of intermittent leave is subject to the Executive Director's approval.
- FMLA leave may be taken intermittently whenever **medically necessary** to care for a seriously ill family member or seriously ill or injured service member, or because the employee is seriously ill and unable to work.

D. LEAVE AVAILABILITY CALCULATION

FMLA leave requests will be calculated using the "rolling 12-month period" method of calculating available FMLA leave for all types of FMLA leave with the exception of FMLA leave to care for a seriously ill or injured service member. Under the rolling 12-month period, in order to determine the amount of available FMLA leave, the calculation is made each time an employee commences an FMLA leave. From that date, the preceding 12-month period is examined. Any FMLA leave used during that preceding 12 months is deducted from the 12 work weeks of leave granted by the FMLA. The employee is entitled to take no more than the remaining balance of FMLA leave.

For FMLA leave requests made to care for a covered service member with a serious injury or illness, the single 12-month period begins on the first day the eligible employee takes FMLA leave.

E. SUBSTITUTION OF PAID LEAVE

An employee taking FMLA leave is required to substitute and use any remaining paid "leave" benefits that are available or become available during the FMLA leave (e.g., vacation, personal and banked sick leave), unless the employee is otherwise receiving compensation through KCFPD's disability benefit. Such paid leave is substituted for the unpaid FMLA leave, and is not in addition to such FMLA leave. All other FMLA leave is unpaid. If the employee applies for and is granted disability benefits under the provisions of the Illinois Municipal Retirement Fund (IMRF), the requirement to utilize paid leaves as stated above is not in effect during the time of disability. Also, for an employee's job related illness or accident, paid benefits during this time will be according to workers'

compensation requirements; however, if eligible, the leave time may be designated as FMLA leave, including any time off for required therapy or doctor visits.

F. BENEFITS WHILE ON FMLA LEAVE

During FMLA leave, the KCFPD will maintain the eligible employee's health coverage under any group health plan, under the same terms as if the employee had continued to work. If the employee was required to pay a portion of the premiums for coverage, that obligation continues while on FMLA leave. If paid leave is substituted for unpaid FMLA leave, the KCFPD will deduct the employee's portion of the health plan premium as a regular payroll deduction. If FMLA leave is unpaid, the employee will be required to pay his or her share of health insurance premiums. Payment is expected to be made in the same amounts, and at the same time (i.e. each payroll date) as was made while working. If any payment is more than 30 days late, medical coverage may be canceled pursuant to the FMLA and FMLA regulations.

An employee can elect not to continue medical coverage while on FMLA leave. If this election is made, the KCFPD will immediately place the coverage into COBRA.

If the coverage is continued while on FMLA leave, and the employee does not return to work at the end of the FMLA leave period, the KCFPD will bill the employee for the amount of premiums paid by the KCFPD during the leave period unless the employee does not return to work due to a reason exempted from this provision by the FMLA and FMLA regulations.

No other employment benefits provided by the KCFPD to employees are continued during FMLA leave. All such benefits are instead held in abeyance until the employee returns to work. Other elective payroll deductions including by not limited to AFLAC, prepaid legal services, and I- Bonds, are the responsibility of the employee. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an employee's FMLA leave.

Holiday pay will not be paid during the FMLA leave, except in those instances where the employee is on an intermittent or reduced work schedule, which makes the employee otherwise eligible for holiday pay, or where employee is utilizing paid leave during the FMLA leave when the holiday occurs. 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 benefits be paid. During the period of all FMLA leaves, the employee should verify with the IMRF representatives as to whether or not they will continue to be credited with service time without loss, for the purpose of calculating IMRF benefits.

G. PROCEDURE FOR REQUESTING FMLA LEAVE

Requests for FMLA leave should be submitted in writing (if possible) to the Executive Director.

When requesting FMLA 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.

For care of a covered family member with a serious health condition, 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.

Employees must provide sufficient information for the Executive Director to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Employees must also inform the Executive Director if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees will also be required to provide certification as specified below, and may be required to provide periodic recertification supporting the need for FMLA leave.

Any employee taking leave to care for the employee's covered family member with a serious health condition, or due to the employee's own serious health condition that makes the employee unable to perform one or more of the essential functions of the employee's position must be supported by a certification issued by the health care provider of the employee or the employee's family member. An employee taking leave because of a qualifying exigency or to care for a covered service member with a serious injury or illness must also be supported by a certification in the form attached to this policy except that an employee taking leave to care for a covered service member may provide an invitational travel order (ITO) or an invitational travel authorization (ITA) in lieu of certification for the leave taken through the expiration of the ITO or ITA. Additional copies of the certification forms can be obtained from your supervisor. Employees are required to furnish the completed certification within 15 calendar days of the Employer's request for certification. In the case of unforeseen leave, certification must be provided as soon as practicable.

FMLA leave may be denied in accordance with the FMLA and FMLA regulations and the employee may be subject to disciplinary action up to and including termination of employment if appropriate certification is not provided.

H. RETURNING TO WORK

Any FMLA leave taken will be counted against the available leave allowed by statute. Any employee seeking to return to work after leave taken because of the employee's own "serious health condition" must submit a medical certification of fitness to return to duty, signed by the attending health care provider, before the employee will be allowed to return to work. Failure to comply with this requirement does not extend the leave.

On return from FMLA leave, the employee will be returned to the same position the employee held when leave commenced, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. The Executive Director or his designee reserves the right to deny restoration to "key employees" as defined by the

FMLA regulations where restoration will cause “substantial and grievous economic injury” to the operations of the KCFPD.

If the employee is unable to perform an essential function of the position because of a physical or mental condition, including the continuation of a serious health condition or an injury or illness also covered by workers' compensation, the employee has no right to restoration to another position under the FMLA. The employee may, however, fall under the Americans with Disabilities Act (ADA), in which case the employee may request a reasonable accommodation pursuant to the KCFPD's Request for Accommodation Policy.

I. EMPLOYER RESPONSIBILITIES

The Employer will inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the Employer will provide a reason for the ineligibility.

The Employer will inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the Employer determines that the leave is not FMLA-protected, the Employer will notify the employee.

J. UNLAWFUL ACTS

The FMLA makes it unlawful for any employer to:

- Interfere with, restrain, or deny the exercise of any right provided under FMLA; or
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

K. WORKING PROHIBITED WHILE ON FMLA

An employee out on FMLA leave may not use that time to engage in work elsewhere, whether as an employee, independent contractor, volunteer or otherwise, unless prior written approval from the Executive Director or their designee has been obtained. If an employee is taking FMLA leave, it must be because an FMLA-qualifying reason is preventing the employee from appearing at work for the KCFPD. Performing work elsewhere is contradictory to that premise and will create a presumption that the employee fraudulently obtained or continued FMLA leave.

L. ENFORCEMENT

If an employee believes that a violation of the FMLA has occurred, the employee should report the alleged violation to the Executive Director and/or KCFPD President. Pursuant

to the FMLA, the employee also has the right to file a complaint with the U.S. Department of Labor or may bring a private lawsuit against the employer if the employee believes that a violation of the FMLA has occurred.

FMLA does not affect any federal or state law prohibiting discrimination, or supersede any State or local law that may provide greater family or medical leave rights.

M. REFERENCE TO FMLA NOTICE POSTER

The Employer has posted on the KCFPD's bulletin board a notice setting forth the relevant provisions of the FMLA. The terms of the notice 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 the notice concerning all applicable employee rights and obligations under the FMLA.

Section 8.7 VICTIMS' ECONOMIC SECURITY AND SAFETY POLICY

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 Executive Director 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 Executive Director receives the proper certification. If the Executive Director 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 KCFPD'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 KCFPD 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 KCFPD 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 the KCFPD/Kendall County for the cost of the premiums paid by the KCFPD/Kendall County 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 KCFPD 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 KCFPD 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 KCFPD an undue hardship. If the eligible employee is an otherwise qualified individual who can perform the essential functions of his or her job, but needs such an accommodation, the KCFPD 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 KCFPD 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 Executive Director.

K. CONFIDENTIALITY

The KCFPD will maintain an employee's written certifications and other documentation regarding any requests for VESSA leave in a confidential file. The KCFPD 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 KCFPD strictly forbids any of its employees, managers of 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 Executive Director. If the employee feels that the Executive Director 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 KCFPD President or Vice President. The Kendall County Forest Preserve District President or Vice President will 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

The Kendall County KCFPD Board of Commissioners has posted on the KCFPD's 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.

Section 8.8 BEREAVEMENT LEAVE

A. BEREAVEMENT LEAVE FOR IMMEDIATE FAMILY MEMBER'S DEATH

Up to three (3) paid days per occurrence may be allowed for a death in the employee's immediate family. Immediate family is defined for the purposes of this section to be legal 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 vacation/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.

B. CHILD BEREAVEMENT LEAVE

Pursuant to the Illinois Child Bereavement Leave Act, employees who suffer the loss of a child may use up to a maximum of ten (10) work days of unpaid bereavement leave to (1) attend the funeral or alternative to a funeral of the child; (2) make arrangements

necessitated by the death of the child; or (3) grieve the death of the child. If an employee suffers the loss of more than one child in a 12-month period, the employee may be eligible for up to a maximum of six (6) weeks of child bereavement leave during that 12-month period.

For purposes of this policy, "child" is defined as the employee's biological, adopted, foster or stepchild, legal ward, or a child for whom the employee stood *in loco parentis*. Pursuant to the Child Bereavement Leave Act, only those employees who are otherwise "eligible employees" as defined by the Family and Medical Leave Act (FMLA) are eligible for child bereavement leave. Also, if the employee has already exhausted all of their FMLA leave time, the employee shall not be eligible for child bereavement leave pursuant to this policy.

Eligible employees must complete their child bereavement leave within sixty (60) calendar days after the date on which the employee receives notice of the child's death. An employee shall provide the Executive Director with at least 48 hours' advance notice of the employee's intention to take child bereavement leave, unless providing such notice is not reasonable and practicable. An employee requesting child bereavement leave may be required to provide reasonable documentation to verify the need for child bereavement leave and such documentation may include the child's death certificate, the child's published obituary, or written verification of the child's death, burial or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or government agency.

Child bereavement leave shall be unpaid unless the employee elects to apply their accrued, paid leave time (i.e., personal days, sick days, vacation days and/or their paid bereavement leave time) toward their child bereavement leave. Such election must be made by the employee prior to the employee's use of the child bereavement leave.

Pursuant to the Child Bereavement Leave Act, retaliation against employees who exercise their rights or attempt to exercise their rights under the Child Bereavement Leave Act is strictly prohibited.

Section 8.9 SCHOOL VISITATION LEAVE POLICY

In accordance with the Illinois School Visitation Rights Act, an employee who has worked for the KCFPD for at least six (6) consecutive months and works at least a half-time schedule may take up to eight (8) hours off during any school year, and no more than four (4) hours in one day to attend school conferences or classroom activities related to the employee's child, provided that the conference or classroom activity cannot be scheduled during non-working hours. Before taking leave pursuant to this policy, an employee must have exhausted all accrued vacation leave, personal leave, compensatory leave and any other leave that may be granted to the employee except for sick leave and disability.

Employees who intend to take leave pursuant to this policy are required to provide a written request at least seven (7) days in advance to their immediate supervisor for approval and then to the Executive Director for final approval. In emergency circumstances, only twenty-four (24) hours' notice will be required. The employee is required to consult with his or her immediate supervisor to schedule the leave so as not to unduly disrupt operations. Employees who take leave pursuant to this policy will be given a reasonable opportunity to make up the time off taken on a different day or shift as directed by the Executive Director, but in no circumstances shall such make-up hours be scheduled so that they result in overtime pay to the employee. Employees are not required to make up the time, and if they choose not to do so, shall not be compensated for the time off. Employees are required to provide verification of the school visit to their supervisor within two (2) working days after the school visit.

Failure to comply with this policy may result in disciplinary action up to and including termination of employment.

Section 8.10 NURSING MOTHER POLICY

The KCFPD will provide reasonable paid break time each workday to an employee who needs to express breast milk for her infant child for up to one (1) year after the child's birth unless doing so would result in an undue hardship. Break time may run concurrently with any break time already provided to the employee. A private room (other than a restroom) will be made available to the employee to use for this purpose. An employee should direct their written request for break time to express breast milk and/or for a private room to use for this purpose to the employee's immediate supervisor and the Executive Director.

CHAPTER 9

TECHNOLOGY AND RECORD RETENTION POLICIES

Section 9.1 COMPUTER, INTERNET AND NETWORK USAGE

This policy applies to all KCFPD employees, interns and volunteers. *This policy supersedes any and all other policies regarding or relating to information technology resources.* Logging onto the KCFPD's computers, electronic devices and/or network or using any other Technology device constitutes agreement with this policy.

A. DEFINITIONS

1. **Users:** The term *users* refer to all employees, independent contractors, consultants, temporary workers, and other persons or entities who use KCFPD Information Technology resources.
2. **Information Technology Resources:** The term *information technology (IT) resources* refers to the entire computer network used at the KCFPD. Specifically, *IT resources* includes, but is not limited to: individual workstations, file servers, communication servers, application servers, mail servers, fax servers, Web servers, electronic computer equipment, laptops, software, internet access, email accounts, data files and network cables, whether connected to the network or not, and any other electronic devices provided by the KCFPD including, but not limited to, cell phones, iPads and/or laptops, and the information that is stored, processed and/or transmitted from, to or through that equipment.

B. GUIDELINES

1. **For Authorized Uses Only:** The KCFPD's IT resources are assets of the KCFPD to be used for authorized business. IT resources must be protected from accidental or unauthorized access, use, disclosure, modification, or destruction by employees, contractors, or any individual. 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 KCFPD 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 an employee terminates employment or rights are withdrawn for any other reason. Any public records sent, received and/or stored on the KCFPD's IT resources shall remain the sole property of the KCFPD.

2. Prohibited Activities:

- a. *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 KCFPD 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 the IT resources. Users encountering or receiving this kind of material should immediately report the incident to the department manager or the Executive Director.
- b. *Misuse of software.* All software must be approved in writing by the Technology Director prior to installation on any IT resources, workstations or servers. Users may not do any of the following:
 - Copy software for use on their home computers;
 - Provide copies of software to any independent contractors or to any firm or individual, unless specifically authorized through an official KCFPD contract or agreement;
 - Install software on any of the IT resources, workstations or servers;
 - Download any software from the Internet or other online service to any of the IT resources, workstations or servers;
 - Modify, revise, transform, recast, or adapt any software; or
 - 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 in writing to the department manager or the Executive Director.
- c. *Other prohibited uses.* Without prior written permission from the Technology Director, KCFPD 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.
- d. *Communication of confidential information.* Sending, transmitting or otherwise disseminating without authorization KCFPD data or other information identified as confidential is strictly prohibited.

3. Passwords:

- a. *Responsibility for passwords.* Users are responsible for safeguarding their passwords for access to the computer system and other IT resources. Individual passwords should not be printed,

stored online, or given to others. Users are responsible for all transactions made using their passwords.

- b. *Passwords do not imply privacy.* Use of passwords to gain access to the KCFPD's 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 or other IT resource.
- c. *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, approximately every 90 days.

4. Security:

- a. *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.
- b. *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 the IT resources. This duty includes taking reasonable precautions to prevent intruders from accessing the computer network without authorization and preventing introduction and spread of viruses.

5. Viruses:

- a. *Virus detection.* Viruses can cause substantial damage to IT resources. Each user is responsible for taking reasonable precautions to ensure he/she does not introduce viruses into the IT resources. 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 KCFPD 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 network must be scanned for viruses.
- b. *Accessing the Internet.* To ensure security and avoid the spread of viruses, users accessing the Internet through a computer attached to the network must do so through an approved firewall.

6. Miscellaneous:

- a. *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.
- b. *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.
- c. *Other Policies Applicable.* In their use of computer resources, users must observe and comply with all other KCFPD policies and guidelines.

C. NO EXPECTATION OF PRIVACY:

IT resources are provided to users to assist them in the performance of their jobs. The Kendall County KCFPD Board of Commissioners 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. Use of IT resources will be audited and monitored. It is each user's responsibility to understand and comply with this 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 the IT resources, up to and including discharge.

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 IT RESOURCES AND ALL OF THE ELECTRONIC DATA CONTAINED THEREIN BELONGS TO THE KCFPD AND MAY BE USED ONLY FOR JOB-RELATED PURPOSES.

USERS EXPRESSLY WAIVE ANY RIGHT OF PRIVACY OR EXPECTATION OF PRIVACY IN ANYTHING THEY CREATE, STORE, SEND, OR RECEIVE ON THE IT RESOURCES OR THROUGH THE INTERNET, E-MAIL OR ANY OTHER COMPUTER NETWORK. USERS CONSENT TO ALLOWING PERSONNEL SELECTED AT THE SOLE DISCRETION OF THE KENDALL COUNTY KCFPD BOARD OF COMMISSIONERS TO ACCESS AND REVIEW MATERIALS USERS CREATE, STORE, SEND, OR RECEIVE ON THE IT RESOURCES OR THROUGH THE INTERNET, E-MAIL OR ANY OTHER COMPUTER NETWORK. USERS UNDERSTAND THAT THE KCFPD MAY USE HUMAN OR AUTOMATED MEANS TO MONITOR USE OF ITS IT RESOURCES.

D. JOURNAL COPY EMAIL ARCHIVE MANAGEMENT, RETENTION AND DISPOSAL

- 1. Retention and Disposal Requirements:** A duplicate copy of all emails sent and received via the KCFPD's email server will be stored on the journal copy email archive (hereinafter referred to as "archived emails"). All emails that are stored on the journal copy email archive remain the sole property of the KCFPD. The archived emails are convenience copies, which are not subject to the record retention requirements of the Illinois Local Records Act. Archived emails shall be retained in their electronic form in the archived emails for a period of at least seven (7) years from the date any email is sent or received. The seven (7) year retention period requirement set forth in this policy may be modified or waived upon entry of a court order or pursuant to applicable state or federal law. Upon the completion of the required retention period, the Kendall County Technology Services Department, on behalf of the KCFPD, shall permanently delete or purge the archived emails from the 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.
- 2. Preservation Notice:** The KCFPD acknowledges there may be situations that arise that require the KCFPD, by and through the Kendall County Technology Services Department, to retain certain archived emails beyond the required retention period set forth above (e.g., pending litigation and/or a pending law enforcement investigation). The KCFPD Executive Director will notify the Kendall County Technology Services Department when certain archived emails must be preserved beyond the required seven (7) year retention period. The department manager or Executive Director shall provide such notice in writing to the Kendall County Technology Services Department on a Preservation Notice Form. 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 department manager or Executive Director confirms, in writing, that the preservation hold is concluded and the archived emails may be destroyed.

- 3. 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 only as follows:
- a. Access may be provided to the individual employee who sent or received the archived email, provided the individual has submitted their request in writing to the Technology Services Department.
 - b. Access may be provided to a department manager or Executive Director for archived emails sent or received by KCFPD employees, supervised by the department manager. The 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.
 - c. Access may be provided to the KCFPD Board President or their designee for archived emails sent or received by a KCFPD employee supervised by a Kendall County Forest Preserve District department manager.
 - d. To the extent permitted by law, access may be provided to any third party pursuant to a validly issued subpoena and/or court order.

E. ADMINISTRATIVE RESPONSIBILITIES

The Executive Director and department managers are responsible for compliance by their employees, including, but not limited to the following:

1. Ensuring that all users have access only to data needed to perform their job responsibilities;
2. Ensuring that all users understand their obligation to protect technology resources
Implementing required security practices;
3. Reporting noncompliance; and
4. Initiating corrective action.

F. TECHNOLOGY SERVICES RESPONSIBILITIES

Computer files may be accessed to verify compliance with KCFPD policies. On suspicion that a security breach has occurred, the findings are to be reported to the Executive Director and the Technology Director to determine if the breach is significant enough to warrant further investigation.

Kendall County's Technology Services staff assists the KCFPD in maintaining the integrity of the information environment. Although Technology Services staff may be provided, at times, access to a user's computer or 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 should be reported immediately to the Executive Director. Compliance with this policy will be monitored by the Executive Director. 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 investigated.

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.

G. USER RESPONSIBILITIES

All KCFPD employees are responsible for compliance with the following requirements:

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 KCFPD policy.
3. ***Computer Software:*** All software and data files developed on KCFPD and/or County 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 KCFPD computers or any other IT resource that has not been reviewed and approved by the 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 systems not on the 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 Technology Services and performed by Technology Services. A user must return any IT resource, which is in his/her possession prior to leaving employment.
6. **Use of the Internet:** The Internet is a tool to be primarily 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 KCFPD). 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 KCFPD. Internet use is monitored and reported to supervisors, if requested.
7. **Electronic Mail:** Employees are to use the KCFPD's e-mail system primarily for KCFPD 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 KCFPD information could be compromised, modified, stolen, lost or destroyed must report the incident to the employee's immediate supervisor and the Executive Director.
9. **Computer Hardware:** No hardware will be added to the KCFPD 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 prior written approval from Technology Services. The purchaser will also be responsible for purchasing any consumables that this equipment requires.

Section 9.2

SECURITY OF PORTABLE DATA STORAGE DEVICES

The KCFPD requires that employees who have been issued laptop or tablet computers, cell phones and other information storage devices (hereinafter collectively referred to as "portable data storage devices") take certain precautions to prevent theft or data breach. All public records maintained on KCFPD portable storage devices remain the sole property of the KCFPD. All portable data storage devices are to be used primarily for KCFPD business.

With all portable data storage devices such as laptop or tablet computers, cell phones or other information storage devices, the employer requires that:

- a. Strong passwords are used to secure information on the device;
- b. No unauthorized persons are allowed to access to the information storage device;
- c. Usernames or passwords are not shared with any person, with the exception of authorized employees;
- d. Only authorized hardware, software or information security programs are installed on the device with authorization and approval from management;
- e. Care is taken to ensure the device is properly locked and secured when it is not in the immediate possession of the employee; and
- f. In the event that a device is lost or stolen, or in the event that information security has been breached, employees are to advise their supervisor immediately.

USERS DO NOT HAVE AN EXPECTATION OF PRIVACY IN ANYTHING THEY CREATE, STORE, SEND, OR RECEIVE ON ANY PORTABLE DATA STORAGE DEVICE. THE PORTABLE DATA STORAGE DEVICE AND ALL OF THE ELECTRONIC DATA CONTAINED THEREIN BELONGS TO THE KCFPD. USERS EXPRESSLY WAIVE ANY RIGHT OF PRIVACY OR EXPECTATION OF PRIVACY IN ANYTHING THEY CREATE, STORE, SEND, OR RECEIVE ON THE PORTABLE DATA STORAGE DEVICE. USERS CONSENT TO ALLOWING PERSONNEL SELECTED AT THE SOLE DISCRETION OF THE EXECUTIVE DIRECTOR TO ACCESS AND REVIEW MATERIALS USERS CREATE, STORE, SEND, OR RECEIVE ON THE PORTABLE DATA STORAGE DEVICE. USERS UNDERSTAND THAT THE KCFPD MAY USE HUMAN OR AUTOMATED MEANS TO MONITOR USE OF ITS PORTABLE DATA STORAGE DEVICES.

Section 9.3 SOCIAL MEDIA POLICY AND GUIDELINES

This is the official policy for social media use at the KCFPD and provides guidance for

employees on their professional and personal use of social media. All employees are responsible for knowing and understanding the policy.

A. PROFESSIONAL USE OF SOCIAL MEDIA

From time to time, the KCFPD may utilize various social media platforms (e.g., Facebook). Before engaging in any social media platform as a representative of the KCFPD, you must be authorized to post/comment as a representative of the KCFPD on the KCFPD's social media platforms by the Executive Director. You may not post/comment on any KCFPD social media platform as a representative of the KCFPD unless you have been authorized in writing to do so by the Executive Director or KCFPD Board of Commissioners.

Once authorized to comment, you must:

- Disclose you are an employee of the KCFPD, and use only your own identity.
- Disclose and comment only on non-confidential information. If you have a question as to whether something is confidential, do not disclose or comment on it without discussing the matter with the Executive Director.
- Ensure that all content published is accurate and not misleading and complies with all of the KCFPD's policies.
- Comment only on your area of expertise and authority.
- Ensure comments are respectful and refrain from posting or responding to material that is offensive, obscene, defamatory, threatening, harassing, bullying, and discriminatory, infringes copyright, breaches a court order, or is otherwise unlawful.
- Refrain from making comments or posting material that might otherwise cause damage to the KCFPD's reputation or bring it into disrepute.

B. PERSONAL USE OF SOCIAL MEDIA

The KCFPD recognizes that you may wish to use social media in your own personal life. This policy does not intend to discourage or unduly limit your personal expression or online activities. However, you should recognize the potential for damage caused (either directly or indirectly) to the KCFPD in certain circumstances via your personal use of social media when you can be identified as an employee of the KCFPD. Accordingly, you should comply with this policy to ensure that risk of such damage is minimized. You are personally responsible for the content you publish in a personal capacity on any form of social media platform. Remember that all posts are public and often permanent. When in doubt, you should seek guidance from your immediate supervisor, and/or the Executive Director on how to comply with this policy. The Executive Director and KCFPD Board of Commissioners reserves the right to read what you write or say publicly and make a determination if it meets this policy.

Represent yourself accurately. Unless the Executive Director has designated in writing

that you are to speak officially for the KCFPD, you should not state that you write or speak on behalf of the KCFPD or that your viewpoints are the same as the KCFPD's viewpoints, and you should make this clear to those reading or listening to your points of view. Also, do not disclose private or confidential information about the KCFPD's operations, employees, or about citizens that you obtained through your employment with the KCFPD.

Even when using social media on a personal basis, employees may be disciplined for posting material that is, or might be construed as, vulgar, obscene, threatening, intimidating, harassing, or a violation of the KCFPD's workplace policies against discrimination, harassment on account of age, race, religion, sex, sexual orientation, ethnicity, nationality, disability, or other protected class, status, or characteristic.

If you chose to identify your work affiliation on a social network, you should regard all communication on that network as you would in a professional network. Ensure your profile, photographs and related content is consistent with how you wish to present yourself with colleagues and the public.

Employees who access social media during work hours or on KCFPD owned equipment for personal or professional reasons should still comply with the KCFPD's computer usage policy. There is no right to privacy on KCFPD owned equipment.

The KCFPD may discipline employees for making a comment or posting any material that might otherwise cause damage to the KCFPD's reputation or bring it into disrepute. When the employee's comment is made as a citizen and not as an employee and is made on a matter of public concern, the Kendall County KCFPD Board of Commissioners may discipline the employee in situations where the interests of the KCFPD in promoting efficient operations outweighs the interests of the employee in commenting on such matters of public concern.

Nothing in this policy shall be interpreted in a manner that unlawfully prohibits the right of employees to engage in protected concerted activity under the Illinois Public Labor Relations Act. The KCFPD has and always will comply fully with the obligations under the Illinois Public Labor Relations Act. Likewise, nothing in this policy shall be interpreted in a manner that unlawfully restricts an employee's rights under the federal or state Constitution. The KCFPD has and always will comply with federal and state law.

A violation of this policy may subject an employee to discipline, up to and including termination.

Section 9.4 RECORD RETENTION POLICY

The Illinois Local Records Act (50 ILCS 205/1 *et seq.*) establishes requirements for the retention and disposal of public records. Therefore, the purpose of this policy is twofold:

(1) to establish a records retention policy to control the retention and disposal of public records in accordance with the Illinois Local Records Act; and (2) to set forth guidelines for retaining public records that may be disposed of but, in the best interests of the KCFPD, should be retained longer due to special circumstances.

A. WHAT IS A PUBLIC RECORD?

The Illinois Local Records Act defines a public record as:

any book, paper, map, photograph, born-digital electronic material, digitized electronic material, electronic material with a combination of digitized and born-digital material, or other official documentary material, regardless of physical form or characteristics, made, produced, executed or received by any agency or officer pursuant to law or in connection with the transaction of public business and preserved or appropriate for preservation by such agency or officer, or any successor thereof, as evidence of the organization, function, policies, decisions, procedures, or other activities thereof, or because of the informational data contained therein.

50 ILCS 205/3. Pursuant to the Local Records Act, the following are not public records: library or museum material made or acquired and preserved only for convenience of reference; and stocks of publications and of processed documents. *Id.* Whether an electronic record (e.g., an email message or voicemail message) is a public record depends upon the content of the electronic record.

Even if the public record contains confidential information and/or is otherwise exempt from production under the Illinois Freedom of Information Act ("FOIA"), the public record shall still be retained for purposes of the Local Records Act and this policy.

B. RETENTION OF PUBLIC RECORDS

All public records must be retained by the KCFPD pending an audit and retention schedule approved by the Illinois Local Records Commission. All non-covered records (i.e., records that are not public records as defined by the Local Records Act) may be deleted as soon as they have fulfilled their purpose, except as described below.

C. SPECIAL CONSIDERATIONS FOR THE RETENTION OF PUBLIC AND NON-PUBLIC RECORDS

Before disposing of any public records and/or non-covered records, employees should confirm that none of the following special circumstances exist such that continued retention of the record is necessary (even if the minimum retention period has expired for the public record):

1. Litigation Hold

If an employee of the KCFPD receives notice of actual litigation or an imminent and probable likelihood of litigation involving the KCFPD, the employee shall immediately notify (in writing, if possible) the employee's immediate supervisor and the Executive Director. Once the KCFPD receives notice of actual litigation or an imminent and probable likelihood of litigation, the KCFPD shall take all reasonable steps necessary to preserve relevant records relating to the subject matter of the actual and/or probable litigation.

2. The Records Retain Value Beyond the Retention Period

If a record retains administrative, fiscal, legal/evidentiary, and/or historical value, the record should be retained until such value no longer exists. For example, if a record is necessary to comply with local, state and/or federal audit requirements, the record should be retained until all audit requirements have been met, even if the record retention period has expired for the record or if the record is not a public record required to be retained pursuant to the Local Records Act.

**ACKNOWLEDGMENT OF RECEIPT AND UNDERSTANDING OF
THE KENDALL COUNTY FOREST PRESERVE DISTRICT
EMPLOYEE HANDBOOK (effective November __, 2020)**

I have read, reviewed, and understand the regulations and policies stated in the Kendall County Forest Preserve District Employee Handbook (effective November __, 2020). I will comply with the policies contained in this Employee Handbook.

By signing my name below, I hereby affirm my understanding that neither this Employee Handbook nor any of the individual policies contained in it is a contract for employment and that I am an at-will employee, which means that my employment may be terminated at any time without cause or notice by either the Kendall County KCFPD Board of Commissioners or me.

Printed Name: _____

Signature: _____

Date: _____

ACKNOWLEDGMENT OF RECEIPT AND UNDERSTANDING OF POLICY AGAINST UNLAWFUL DISCRIMINATION, UNLAWFUL HARASSMENT AND SEXUAL MISCONDUCT

I have read and I understand the Policy against Unlawful Discrimination, Unlawful Harassment and Sexual Misconduct. I understand that if I ever have any questions or concerns I can speak to my supervisor or the Executive Director. I have signed and dated this acknowledgment to confirm my receipt and understanding of the policy.

Please respond to the following questions, circle appropriate answer and Initial:

Have you read, and do you understand this policy? Yes No Initials: _____

Do you have any questions about this policy? Yes No Initials: _____

Do you know how to file a complaint should you ever have a problem with unlawful discrimination, unlawful harassment, or sexual misconduct or if you see inappropriate behaviors at work?

Yes No Initials: _____

Are you aware of any behaviors going on either in our workplace or outside the workplace that may impact the workplace and that are inconsistent with this policy?

Yes No Initials: _____

If you answered yes to this question, please explain: _____

(Please attach additional sheets if necessary.)

Employee Signature: _____ Date: _____

Print name: _____

I certify that the above person has received the Policy against Unlawful Discrimination, Unlawful Harassment and Sexual Misconduct and that I have reviewed this checklist with him/her.

Supervisor Signature: _____ Date: _____

Print name: _____

To: Kendall County Forest Preserve District Operations Committee
From: David Guritz, Executive Director
RE: Capital Project Updates
Date: January 6, 2021

Habitat Restoration Projects

ICECF Grants – Hoover Forest Preserve (\$32,000)

K-12 Pollinator Education Grant

Seed purchased. Restoration area treated/burned.

Prairie Meadows Pilot Project Grant

Seed purchased. Restoration area treated/burned.

IDNR Habitat Grant – Restoration Clearing at Fox River Bluffs (\$15,000)

Contract awarded to Semper Fi Land, Inc. Clearing beginning after January 17, 2021

USF&WS Cooperative Program Agreement (\$8,000 Prairie Enhancement Mix)

Seed received. Broadcasting in January-February, 2021

FFKC – ICECF Community Restoration Challenge Grant – Hoover FP (\$4,000)

**SemperFi Land, Inc. Proposal Approved – Contracted restoration clearing
(2-days) scheduled for January, 2021**

ComEd Green Region (\$10,000 for Woodland Edge Seed Mix)

**Seed mix purchased. Broadcasting at Fox River Bluffs and Hoover following
completion of restoration clearing.**

Landscape Scale Restoration

Securing quotes for restoration clearing (under \$20,000)

Pickerill-Pigott Phase I OSLAD

Entry gate proposal approved

Entry sign to be ordered in January 2021

In process: Securing quotes for tree clearing along driveway entrance.

In process: Balance of funds available will be used for restoration clearing (TBD)

Eagle Scout overlook shelter project completed

**Final billing statement submitted in March 2021 following completion of
restoration contract work and receipt of entry sign and gate materials**

Millbrook Bridge Removal

D. Construction, Inc. pay request and pier repair invoice under HLR review

Following HLR Review, a meeting with D. Construction will be scheduled to negotiate final payment amount(s)

Reservation Woods Land Acquisition

Letters will be sent to adjacent parcel owners to identify a willing seller of the connectivity parcel (up to 2.0-acres)

Fair Market Appraisal to be completed once a third parcel is identified

Shuh-Shuh-Gah Canoe Launch Area

In process: Secure a quote for repair of launch area entry damage

In process: Secure a quote for abutment safety fencing

Pickerill-Pigott Roof Replacement

Timeframe for bid specifications bidding - TBD (Summer-Fall 2021)

David Gurtz

From: David Gurtz
Sent: Monday, January 4, 2021 4:22 PM
To: Steve Megginson
Cc: Joe Frazee; Judy Gilmour
Subject: MILLBROOK BRIDGE INVOICING - HLR Certification
Attachments: HPSCAN_2020123119423514_2020-12-31_194410041.pdf; HPSCAN_20201231194504832_2020-12-31_194639058.pdf; SKM_C36821010417060.pdf; Revised In-Stream Work Plan.pdf

Good afternoon Steve:

Happy New Year!

Please review the attached invoices received from D. Construction for material/quantity certification purposes for the Millbrook Bridge Removal Project in accordance with the approved contract and modified in-stream work plan.

For your convenience, I have attached the original Schedule of Prices included with the D. Construction, Inc. bid form, including penciled-in amounts from the billing statement. I have also included a separate email received from Andy Moore on September 02, 2020 which provides cost projections based on reported quantities.

A few observations and clarifications would be helpful:

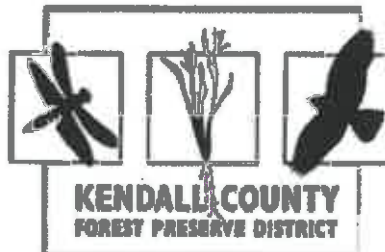
1. What, if any channel excavation work was completed in accordance with the modified work plan?
2. Was the full scope of tree removal performed in accordance with the modified work plan?
3. Does the quantity of rip-rap installed match projections?

Thank you for your review. I am hoping to provide an update on HLR's review of the final billing statement to the Committee of the Whole next Tuesday evening.

Sincerely,

Dave Gurtz

Dave Gurtz
Director
Kendall County Forest Preserve District
(630) 553-4131
dgurtz@co.kendall.il.us



Subscribe to the [Stepping Stones eNewsletter](#) today!

From: ANDY MOORE <a.moore@dconstruction.com>
Sent: Thursday, December 31, 2020 1:58 PM
To: David Guritz <dguritz@co.kendall.il.us>
Cc: Lori Pierard <l.pierard@dconstruction.com>
Subject: [External]MILLBROOK BRIDGE INVOICING

Hi David,

Please see attached. There are two invoices, one for the base contract and another for the repair to the pier. As discussed, we tracked the repair and can discuss as negotiations proceed. Hope you had and are having a good holiday. Thanks.

Andy Moore

"D" Construction, Inc.

Office - (815)634-2555

Mobile - (815)482-3939

\$336 405 ¹⁴ -

RETURN WITH BID

SCHEDULE OF PRICES

County Kendall
 Local Public Agency Kendall County Forest Preserve
 Section 20-01-001
 Route Millbrook Bridge Removal

Schedule or Multiple Bids

Combination Letter	Sections Included in Combinations	Total
<i>DIA</i>		

Schedule for Single Bid

(For complete information covering these items, see plans and specifications)

Bidder's Proposal for making Entire Improvements *\$ 476,784.03*

Item No.	Items	Unit	Quantity	Unit Price	Total
* 1	TREE REMOV 6-15 <i>\$1860</i>	UNIT	62	<i>30.00</i>	<i>1,812.00</i>
* 2	CHANNEL EXCAVATION <i>\$10,450</i>	CU YD	233	<i>50.00</i>	<i>11,650.00</i>
3	SEEDING CL 4 SPL	ACRE	0.1	<i>19,000.00</i>	<i>1,900.00</i>
4	EROSION CONTR BLANKET	SQ YD	390	<i>3.00</i>	<i>1,170.00</i>
* 5	STONE RIPRAP CL A4 <i>\$31,923</i>	TON	609	<i>40.00</i>	<i>24,360.00</i>
* 6	FILTER FABRIC <i>\$1,672.14</i>	SQ YD	638	<i>3.00</i>	<i>1,914.00</i>
* 7	REM EXIST SUP-STR <i>\$285,000</i>	EACH	1	<i>285,000.00</i>	<i>285,000.00</i>
8	REM EXT SUB-STR	EACH	1	<i>65,000.00</i>	<i>65,000.00</i>
9	COFFERDAM TYP 2 LOC 1	EACH	1	<i>.01</i>	<i>.01</i>
10	COFFERDAM TYP 2 LOC 2	EACH	1	<i>.01</i>	<i>.01</i>
11	TEMPORARY CAUSEWAY	L SUM	1	<i>.01</i>	<i>.01</i>
12	P CUL CL D 1 66 TEMP	EACH	15	<i>4,450.00</i>	<i>66,750.00</i>
13	TEMP EROS CONTR SEED	POUND	40	<i>10.00</i>	<i>400.00</i>
* 14	CH LK FENCE 4 <i>\$5,500</i>	FOOT	100	<i>55.00</i>	<i>5,500.00</i>

Hi David,

Please see the below projected summary of quantities for the bridge demolition:

Millbrook Bridge Cost Projection				
Item	Quantity	Unit of Measure	Unit Price	Total
Tree Removal 6-15	52	UNITS	\$ 50.00	\$ 1,850.00
Channel Excavation	209	CY	\$ 50.00	\$ 10,450.00
Seeding CL4 SPL	0	ACRE	\$ 10,000.00	\$ -
Erosion Control Blanket	0	SY	\$ 3.00	\$ -
Stone Riprap CL A4	440	TON	\$ 60.00	\$ 26,400.00
Filter Fabric	450	SY	\$ 3.00	\$ 1,350.00
Rem Existing Super-Structure	1	EA	\$ 285,000.00	\$ 285,000.00
Remove Existing Sub-Structure	0	EA	\$ 65,000.00	\$ -
Cofferdam TYP 2 Location 1	0	EA	\$ 0.01	\$ -
Cofferdam TYP 2 Location 2	0	EA	\$ 0.01	\$ -
Temporary Causeway	0	LS	\$ 0.01	\$ -
Pipe Culverts Class D 66 Temporary	0	EA	\$ 4,450.00	\$ -
Temporary Erosion Control Seeding	0	LB	\$ 10.00	\$ -
Chainlink Fence 4	100	FT	\$ 55.00	\$ 5,500.00
			Original Contract:	\$ 478,784.03
			Projected Final Bill:	\$ 330,590.00
			Savings to Forrest Preserve:	\$ 146,194.03

In addition to the **\$200,545.97** difference between us and the second place bidder, the cost savings is projected at \$146,194.03. You can look at this as a credit or savings. Either way you slice it, it is a significant financial savings to the forest preserve. Additionally, we will work with HLR, **if you approve**, to get the pre and post removal surveys performed (as proposed). To further clarify, we are willing to pick-up the tab for the surveys that you have asked HLR to provide. Any additional surveys or inspections will need to be discussed and it should not be assumed that will pay for anything in addition to what I state here.

I want to be clear that this is not an admission that we did the wrong thing by removing the bridge in this fashion, the structural integrity of the bridge dictated the emergency methods. This is an attempt to work with the forest preserve to fix a problem for which we are both stakeholders.

Andy Moore
"D" Construction, Inc.
Office - (815)634-2555
Mobile - (815)482-3939

From: ANDY MOORE <a.moore@dconstruction.com>
Sent: Wednesday, September 2, 2020 10:58 AM
To: David Gurtz <dgurtz@co.kendall.il.us>; Steve Megginson <swmegginson@hlreng.com>
Subject: [External]RE: - Tuesday Night Commission Meeting - Found word(s) optin in the Text body

Hi Steve,
Can you please send over your proposals for the pre and post-debris removal surveys?

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 2000011.1

To Owner: KENDALL CO. FOREST PERSERVE DISTRI 20-00011- MILBROOK BRIDGE
110 W. MADISON STREET REMOVAL

Application No.: 1
 Period To: Owner
 Architect
 Contractor

YORKVILLE, IL 60560

From Contractor: D Construction Via Architect
 1488 So. Broadway
 Coal City, IL 60416

Contract For:

Contract Date:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
 Continuation Sheet is attached.

- 1. Original Contract Sum \$476,794.03
- 2. Net Change By Change Order \$0.00
- 3. Contract Sum To Date \$476,794.03
- 4. Total Completed and Stored To Date \$338,405.14
- 5. Retainage:
 - a. 0.00% of Completed Work \$0.00
 - b. 0.00% of Stored Material \$0.00
- Total Retainage \$0.00
- 6. Total Earned Less Retainage \$338,405.14
- 7. Less Previous Certificates For Payments \$0.00
- 8. Current Payment Due \$338,405.14
- 9. Balance To Finish, Plus Retainage \$140,378.89

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts here been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: D Construction

By:  Date: 12/31/2020

State of: Illinois
 Subscribed and sworn to before me this 31st day of December, 2020
 Notary Public: 
 My Commission expires: 11/17/22
 County of: Grundy

ARCHITECT'S CERTIFICATE FOR PAYMENT
 In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$338,405.14

(Which explanation if amount certified differs from the amount applied, initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
Net Changes By Change Order	\$0.00	

CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.

Application No.: 1
 Application Date: 12/31/20
 To:
 Architect's Project No.:

Invoice #: 2000011.1 Contract: 20-00011- MILLBROOK BRIDGE REMOVAL

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		E Title Period In Place	F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H Balance To Finish (G-I)	I Retainage
			From Previous Application (D+E)	This Period					
1	TREE REMOV 6-15	1,860.00	0.00	1,860.00	0.00	1,860.00	100.00%	0.00	
2	CHANNEL EXCAVATION	11,650.00	0.00	10,450.00	0.00	10,450.00	89.70%	1,200.00	
3	SEEDING CL 4 SPL	1,000.00	0.00	0.00	0.00	0.00	0.00%	1,000.00	
4	EROSION CONTROL BLANKET	1,170.00	0.00	0.00	0.00	0.00	0.00%	1,170.00	
5	STONE RIPRAP CL 4H	36,540.00	0.00	31,923.00	0.00	31,923.00	87.36%	4,617.00	
6	FILTER FABRIC	1,914.00	0.00	1,672.14	0.00	1,672.14	87.36%	241.86	
7	REM EXIST SUP-STR	285,000.00	0.00	285,000.00	0.00	285,000.00	100.00%	0.00	
8	REM EX SUB-STR	65,000.00	0.00	0.00	0.00	0.00	0.00%	65,000.00	
9	COFFERDAM TYP 2 LOC 1	0.01	0.00	0.00	0.00	0.00	0.00%	0.01	
10	COFFERDAM TYP 2 LOC 2	0.01	0.00	0.00	0.00	0.00	0.00%	0.01	
11	TEMPORARY CAUSEWAY	0.01	0.00	0.00	0.00	0.00	0.00%	0.01	
12	P CUL CL D 1 66 TEMP	66,750.00	0.00	0.00	0.00	0.00	0.00%	66,750.00	
13	TEMP EROS CONTR SEED	400.00	0.00	0.00	0.00	0.00	0.00%	400.00	
14	CH LK FENCE 4	5,500.00	0.00	5,500.00	0.00	5,500.00	100.00%	0.00	
Grand Totals		476,704.03	0.00	336,466.14	0.00	336,466.14	70.59%	140,378.89	0.00

Invoice

From: **D Construction**
 1488 So. Broadway
 Coal City, IL. 60416 US

Bill to: **KENDALL CO. FOREST PRESERVE DISTRICT**
 110 W. MADISON STREET
 YORKVILLE, IL 60560


Ship to:
 110 W. MADISON STREET
 YORKVILLE, IL 60560

Qust #	Customer Ref	Invoice #	Invoice Date	Due Date	Disc Date	Terms
925251	Pier Construction	3205	12/31/20	01/30/21		Net 30

MthTrans	Line	Description	Contract	Item	Unit Price	Quantity	Amount
12/20	411	1 Pier Construction	20-00011-		1000 7,352.04000	0.000	7,352.04
<i>See Attached Spreadsheet</i>							

Notes:

Total	7,352.04
Sales Tax	
Less Retainage	
Total Due	7,352.04

DATE	DESCRIPTION	QUANTITY	UOM	RATE	TOTAL
10/16/2020	Cement Finisher Foreman	8 Hrs		\$116.60	\$932.80
	Laborer	8 Hrs		\$104.47	\$835.76
	Laborer	8 Hrs		\$104.47	\$835.76
	Service Truck & Trailer	8 Hrs		\$50.00	\$400.00
	Work Barge	8 Hrs		\$10.00	\$80.00
	Cinder Blocks	144 Ea		\$2.20	\$316.80
	Bags of Mortar Mix	5 Ea		\$7.40	\$37.00
10/17/2020	Cement Finisher Foreman - OT	8 Hrs		\$162.08	\$1,216.64
	Laborer - OT	8 Hrs		\$138.58	\$1,108.64
	Laborer - OT	8 Hrs		\$138.58	\$1,108.64
	Service Truck & Trailer	8 Hrs		\$50.00	\$400.00
	Work Barge	8 Hrs		\$10.00	\$80.00
	TOTAL BILL				\$7,362.04