



**GENEVA PARK DISTRICT  
REGULAR SCHEDULED MEETING  
March 15, 2021  
7:00 PM**

The Geneva Park District Board of Commissioners of Kane County Illinois will hold a regular scheduled meeting on March 15, 2021 at 7:00 PM via phone conference. Conference call # (571) 317-3122, Participant Access Code: 375-363-789. Public comments are welcome via email [bpattermann@genevaparks.com](mailto:bpattermann@genevaparks.com) or voicemail 630-262-2202 until 6:45 PM on March 15, 2021 and will be shared at the meeting. Submitted by Sheavoun Lambillotte, Geneva Park District Board Secretary.

**AGENDA**

Call to Order

Roll Call

Adopt Temporary Public Comment Rule

Hearing of Guests

Reading of Minutes:                      Regular Scheduled Meeting – February 15, 2021  
   Personnel & Policy Committee Meeting – March 11, 2021

Claims and Accounts

Treasurer's Report and Superintendent of Finance Report

Approval of the Agenda

**CORRESPONDENCE**

**OLD BUSINESS**

**COMMUNICATIONS**

**STAFF REPORTS**

Superintendent of Recreation

Superintendent of Parks and Properties

**NEW BUSINESS**

Policy Manual Update: Board, Full-Time Personnel, Part-Time and Short-Term Personnel

Contracted Mowing Services Bid Results

Spring Landscape Cleanup Bid Results

Intergovernmental Agreement – Elm Park

Mini Golf Landscape Architect Services Contract

Sunset Racquetball & Fitness Center Architect Services Contract

Personnel & Policy Committee Recommendations

**EXECUTIVE SESSION**

Land Acquisition – (5ILCS 120/2 (c) (5)) (Not anticipated)

Personnel – (5ILCS 120/2 (c) (1))

Litigation – (5ILCS 120/2 (c) (11)) (Not anticipated)

**ADJOURN**

**GENEVA PARK DISTRICT  
REGULAR SCHEDULED MEETING MINUTES  
February 15, 2021  
7:00 p.m.**

CALL TO ORDER

Vice President Frankenthal called the meeting to order at 7:12 p.m.

ROLL CALL

Vice President Frankenthal called for the roll. Vice President John Frankenthal (remote), Commissioner Pat Lenski (remote) and Commissioner Jay Moffat (remote) all answered present. Commissioner Bre Cullen was absent. President Susan VanderVeen joined (via telephone) at 7:19 p.m.

Staff members present were Executive Director Sheavoun Lambillotte (remote), Administrative Assistant Brynn Pattermann (remote), Supt. of Recreation Nicole Vickers (remote), Supt. of Parks & Properties Jerry Culp, and Supt. of Finance & Personnel Christy Powell.

Press: None

Guests: None

ADOPT TEMPORARY PUBLIC COMMENT RULES

Vice President Frankenthal asked for a motion to suspend the normal rules for public comment and adopt temporary rules for public comment which allow members of the public to address the Board by emailing [bpattermann@genevaparks.com](mailto:bpattermann@genevaparks.com) or leaving a voicemail at 630-262-2202 up to 15 minutes prior to convening the meeting. Commissioner Moffat made a motion to approve and adopt the temporary public comment rule. Commissioner Lenski seconded. A roll call vote was taken. Cullen-absent, Frankenthal-aye, Lenski-aye, Moffat-aye, VanderVeen-absent. Three ayes. Two absent. Motion carried.

HEARING OF GUESTS

None

READING OF MINUTES

Commissioner Moffat made a motion to approve the minutes from the Regular Scheduled Meeting of January 18, 2021 and the minutes from the Public Hearing Meeting of January 18, 2021 as presented. Commissioner Lenski seconded. A roll call vote was taken. Cullen-absent, Frankenthal-aye, Lenski-aye, Moffat-aye, VanderVeen-absent. Three ayes. Two absent. Motion carried.

CLAIMS AND ACCOUNTS

Commissioner Moffat made a motion to approve the claims and accounts as presented. Commissioner Lenski seconded. A roll call vote was taken. Cullen-absent, Frankenthal-aye, Lenski-aye, Moffat-aye, VanderVeen-absent. Three ayes. Two absent. Motion carried.

TREASURER'S REPORT AND SUPERINTENDENT OF FINANCE REPORT

Superintendent of Finance & Personnel Powell reviewed the January financial reports. Ms. Powell reported the blended rate on investments is currently at 0.53%. The District's CD's are maturing with the next one set to roll off this month. Ms. Powell stated that the District continues to look for new higher yielding CD's as they become available. Ms. Powell stated that we are on target with being 75% through the budget year. The District remains on track with the COVID projections that were presented to the Board last month. Ms. Powell stated the Consumer Price Index (CPI) for the 2020 calendar year was released at 1.4%. This rate will be used to determine the growth in our 2021 tax levy, which is received in budget year 2022-2023. Commissioner Moffat made a motion to approve the Treasurer's Report and Superintendent of Finance Report as presented. Commissioner Lenski seconded. A roll call vote was taken. Cullen-absent, Frankenthal-aye, Lenski-aye, Moffat-aye, VanderVeen-absent. Three ayes. Two absent. Motion carried.

## APPROVAL OF THE AGENDA

Commissioner Moffat made a motion to approve the agenda as presented. Commissioner Lenski seconded. A roll call vote was taken. Cullen-absent, Frankenthal-aye, Lenski-aye, Moffat-aye, VanderVeen-absent. Three ayes. Two absent. Motion carried.

## CORRESPONDENCE

Executive Director Lambillotte stated the correspondence was included electronically for the Board to review.

## OLD BUSINESS

### LIMITED BOND ORDINANCE #2021-02

The sale of the #2021-02 limited bonds of \$1.7m will finalize today, Monday, February 15, 2021. The District is purchasing its own bonds at a rate of 0.77%. The bond sale award information and term sheet provided by Aaron Gold from Speer Financial were shared with the Board. Possible capital projects include: building improvements, parking lot repairs, park trail improvements, tennis court improvements, playground & equipment replacement, vehicles & equipment, etc. Commissioner Moffat made a motion to approve the Limited Bond Ordinance #2021-02 as presented. Commissioner Lenski seconded. A roll call vote was taken. Cullen-absent, Frankenthal-aye, Lenski-aye, Moffat-aye, VanderVeen-aye. Four ayes. One absent. Motion carried.

### TAX ABATEMENT ORDINANCE #2021-03 (SERIES 2014)

Supt. of Personnel & Finance Powell stated the tax levy associated with the Alternative Revenue Bond must be abated annually. The tax levy for Series 2014 must be abated annually as these bonds are paid from the General and Recreation Funds. The Abatement Ordinance must be filed with Kane County by March 1. Commissioner Lenski made a motion to approve the Tax Abatement Ordinance #2021-03 for Series 2014 Bond Issue. Commissioner Moffat seconded. A roll call vote was taken. Cullen-absent, Frankenthal-aye, Lenski-aye, Moffat-aye, VanderVeen-aye. Four ayes. One absent. Motion carried.

## COMMUNICATIONS

Staff virtually attended the IPRA/IAPD Conference at the end of January and brought back a number of ideas to incorporate into the operations of the District. Virtual sessions are available for review through March.

With Illinois moving to Phase 4, this has allowed for more flexibility with programming and an increase in capacity within our facilities. Originally Phase 4 allowed for masks to be removed while engaging in physical activity, that has since been retracted and face masks are again required at all times.

A ribbon cutting ceremony for Peck North Trail is scheduled for April 24<sup>th</sup>. An Earth Day celebration and a tree planting event will also be incorporated that day. All pertinent constituents along with all of our legislators will be invited to attend.

The Winding Creek subdivision project, at the intersection of McKee and Deerpath Roads, is back on track. A new developer has stepped in and is hoping to work with the Park District to develop a park within the subdivision possibly using land/cash donations. The park is similar in size and scope to the previous plan.

Meetings continue in the planning of the Wine, Cheese and Trees event which will be held virtually on February 27th. Board members are encourage and invited to attend.

## FUTURE MEETINGS

|   |                |          |
|---|----------------|----------|
| Personnel & Policy Committee Meeting<br>(Bre Cullen & Susan VanderVeen) | March 11, 2021 | 11:00 AM |
| Regular Scheduled Meeting   | March 15, 2021 | 7:00 PM  |
| Regular Scheduled Foundation Meeting                                    | March 23, 2021 | 7:00 PM  |

### SUPERINTENDENT OF PARKS AND PROPERTIES

Supt. of Parks and Properties Culp reviewed his report. Staff is busy cleaning up after several snow/ice events over the past few weeks. Pretreatment has helped aid in the snow removal process along with reducing the amount of salt usage by 50% compared to last year. The mold remediation is complete in the Peck basement. A drain tile system and a dehumidifier have been installed in the basement to prevent water infiltration and to prevent further mold issues. Vice President Frankenthal asked if there are any concerns with the air quality in the Peck House. Supt. Culp stated that air sampling has been conducted and the air quality is safe now that the mold remediation is complete. Staff continues to monitor rinks with the recent temperature changes and weather conditions. Users are on the ice rinks daily despite the cold and frigid temperatures. Two projects are currently out to bid and will be presented at the March Board Meeting. Those bids include Parks Mowing and the Spring Landscape Cleanup.

### SUPERINTENDENT OF RECREATION

Supt. of Recreation Vickers reviewed her report. January is an extremely busy month for staff, planning for spring and summer brochure programs, staff evaluations and facility/program budgets. The Spring brochure will be released exclusively online at the end of February with resident registration beginning March 9<sup>th</sup>. A separate Aquatics notification will be released after further safety measures and guidance is issued from the Illinois Department of Public Health. Kane County was able to move into Phase 4 of the Restore Illinois Plan. Phase 4 allows for increased capacities and more flexibility as it relates to athletics. Phase 4 originally allowed participants to remove face masks while engaging in physical activity, this has now been retracted and the face covering rules have been implemented again. The Super Shuffle held its 11<sup>th</sup> annual event with both in-person and virtual options this year on February 7<sup>th</sup> with over 150 participants despite the frigid temperatures. Staff did a remarkable job ensuring safe conditions for participants and staff. BestLife Fitness has seen an increase in foot traffic of 10-20% in January as compared to December. Peck Farm Park house has re-opened to the public and some new creatures have been introduced to the discovery room. Preparations for seasonal facilities are underway including Stone Creek Miniature Golf, Sunset and Mill Creek Pools, and the Butterfly House.

### **NEW BUSINESS**

#### POLICY MANUAL UPDATES

Executive Director Lambillotte stated that as a matter of housekeeping, department heads & staff have all reviewed the following to include more accurate information of current procedures: Tennis Court Usage, Volunteer/Coaches and Preschool. Vice President Frankenthal asked if the Tennis Courts are locked during the winter months. Executive Director Lambillotte stated that the courts remain unlocked as participants use them all year long as weather permits. After some discussion, Commissioner Moffat made a motion to approve the Tennis Court Usage, Volunteer/Coaches and Preschool manuals with a few minor changes. Commissioner Lenski seconded. A roll call vote was taken. Cullen-absent, Frankenthal-aye, Lenski-aye, Moffat-aye, VanderVeen-aye. Four ayes. One absent. Motion carried.

#### MARKETING PROPOSAL

Supt. Vickers reviewed the marketing proposal, details and the letter of agreement for contractual marketing services with the firm Public Communications Incorporated. Staff has done extensive research on their firm and feel they will bring the District valuable and broad marketing experience. PCI, Inc., has done excellent work for many other Districts and municipalities in the area. Commissioner Moffat made a motion to approve PCI, Inc., for contractual marketing services for a period of one year commencing on February 16<sup>th</sup> not to exceed \$86,000. Commissioner Lenski seconded. A roll call vote was taken. Cullen-absent, Frankenthal-aye, Lenski-aye, Moffat-aye, VanderVeen-aye. Four ayes. One absent. Motion carried.

#### EXECUTIVE SESSION

None



ADJOURN

Commissioner Moffat made a motion to adjourn the meeting at 7:49 p.m. Commissioner Lenski seconded. A roll call vote was taken. Cullen-absent, Frankenthal-aye, Lenski-aye, Moffat-aye, VanderVeen-aye. Four ayes. One absent. Motion carried.

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Secretary, Board of Commissioners  
Geneva Park District

Submitted By: Sheavoun Lambillotte/Brynn Pattermann

## **MINUTES OF PERSONNEL COMMITTEE MEETING**

**DATE:** March 11, 2021

**TIME:** 11:05am- 12:10pm

**PLACE:** Sunset Community Center

**PRESENT:** President VanderVeen, Commissioner Bre Cullen, Sheavoun Lambillotte, and Christy Powell

The meeting was called to order at 11:05am.

There were no guests present. The purpose of the committee meeting is to discuss salary and wage information for fiscal year 2021-22. Information to be covered included the IPRA Compensation Survey; proposed organizational chart; survey of comparable park districts 2021-22 salary increases; 2021-22 proposed full-time salary and wage ranges; 2021-22 proposed part-time/seasonal salary and wage ranges; and 2021-22 proposed full-time salary and wage recommendations.

At 11:05 a.m., President VanderVeen made a motion to go into Executive Session. Commissioner Cullen seconded.

The board returned to the Personnel Committee Meeting at 12:10 p.m.

### **SALARY INCREASE RECOMMENDATIONS**

The committee is recommending approval by the full board the following documents: proposed organizational chart; 2021-22 proposed full-time salary and wage ranges; 2021-22 proposed part-time/seasonal salary and wage ranges; 2021-22 proposed full-time salary and wage recommendations which includes one professional salary adjustment and two promotions.

### **ADJOURN**

Commissioner Cullen made a motion to adjourn the meeting at 12:10 p.m. President VanderVeen seconded. All ayes. Motion carried.

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Secretary

Submitted By: Christy Powell

DATE: 03/08/21  
TIME: 16:00:22  
ID: AP490000.WOW

GENEVA PARK DISTRICT  
WARRANT NUMBER 030821

CONSTRUCTION PAID

FROM CHECK # 115355 TO CHECK # 115358

| CHECK # | VENDOR NAME               | TRANSACTION DESCRIPTION    | FUND / DEPARTMENT CHARGED                       | AMOUNT   |
|---------|---------------------------|----------------------------|---|----------|
| 115355  | ANNIE RIVER SOLUTIONS     | PFP HOUSE MOLD REMEDIATION | CONSTRUCTION / CAPITAL IMPROV. / EMERGENCY REPA | 3,700.00 |
|         |                           |                            | CHECK TOTAL                                     | 3,700.00 |
| 115356  | BLACK LINE FOX VALLEY LLC | OUTLET RACK-SERVER ROOM    | CONSTRUCTION / CAPITAL IMPROV. / OPERATING EQUI | 65.71    |
|         |                           |                            | CHECK TOTAL                                     | 65.71    |
| 115357  | CHASE CARD SERVICES       | PFP HOUSE DEHUMIDIFIER     | CONSTRUCTION / CAPITAL IMPROV. / PARKS/PLAYGROU | 229.00   |
|         |                           | FIBER OPTIC CABLE          | CONSTRUCTION / CAPITAL IMPROV. / PARKS/PLAYGROU | 213.05   |
|         |                           |                            | CHECK TOTAL                                     | 442.05   |
| 115358  | NOVA COMMUNICATIONS, INC. | PHONE SYSTEM SVC           | CONSTRUCTION / CAPITAL IMPROV. / OPERATING EQUI | 568.00   |
|         |                           |                            | CHECK TOTAL                                     | 568.00   |
|         |                           |                            | WARRANT TOTAL                                   | 4,775.76 |

DATE: 03/10/21  
TIME: 12:48:28  
ID: AP490000.WOW

GENEVA PARK DISTRICT  
WARRANT NUMBER 031021

CONSTRUCTION UNPAID

FROM CHECK # 115359 TO CHECK # 115365

| CHECK # | VENDOR NAME                | TRANSACTION DESCRIPTION        | FUND / DEPARTMENT CHARGED                       | AMOUNT     |
|---------|----------------------------|--------------------------------|---|------------|
| 115359  | ANCEL GLINK DIAMOND BUSH & | MISC LEGAL SVC-FEBRUARY        | CONSTRUCTION / CAPITAL IMPROV. / PLANNING/CONST | 1,456.25   |
|         |                            |                                | CHECK TOTAL                                     | 1,456.25   |
| 115360  | BLACK LINE FOX VALLEY LLC  | BLACKLINE BACKUP STORAGE       | CONSTRUCTION / CAPITAL IMPROV. / OPERATING EQUI | 615.50     |
|         |                            |                                | CHECK TOTAL                                     | 615.50     |
| 115361  | HACIENDA LANDSCAPING INC   | PFP NORTH OSLAD PROJ-PAYMENT 7 | CONSTRUCTION / CAPITAL IMPROV. / PARKS/PLAYGROU | 116,326.17 |
|         |                            |                                | CHECK TOTAL                                     | 116,326.17 |
| 115362  | MENARDS                    | PFP FIBER INSTALLATION         | CONSTRUCTION / CAPITAL IMPROV. / PARKS/PLAYGROU | 79.80      |
|         |                            | PFP FIBER INSTALLATION         | CONSTRUCTION / CAPITAL IMPROV. / PARKS/PLAYGROU | 29.90      |
|         |                            | PFP FIBER INSTALLATION         | CONSTRUCTION / CAPITAL IMPROV. / PARKS/PLAYGROU | 31.04      |
|         |                            | BUTTERFLY HOUSE ROOF REPAIRS   | CONSTRUCTION / CAPITAL IMPROV. / BUILDINGS & IM | 2,081.17   |
|         |                            | PFP MAINT OFFICE PROJECT       | CONSTRUCTION / CAPITAL IMPROV. / PARKS/PLAYGROU | 209.26     |
|         |                            | PFP MAINT OFFICE PROJECT       | CONSTRUCTION / CAPITAL IMPROV. / PARKS/PLAYGROU | 120.49     |
|         |                            |                                | CHECK TOTAL                                     | 2,551.66   |
| 115363  | MILLER, CANFIELD, PADDOCK  | LIMITED TAX BONDS SERIES 2021  | CONSTRUCTION / CAPITAL IMPROV. / PLANNING/CONST | 4,000.00   |
|         |                            |                                | CHECK TOTAL                                     | 4,000.00   |
| 115364  | SPEER FINANCIAL, INC.      | LIMITED TAX BONDS SERIES 2021  | CONSTRUCTION / CAPITAL IMPROV. / PLANNING/CONST | 5,850.00   |
|         |                            |                                | CHECK TOTAL                                     | 5,850.00   |
| 115365  | TECHPRO, INC.              | FIBER INSTALL WITH BLACKLINE   | CONSTRUCTION / CAPITAL IMPROV. / OPERATING EQUI | 1,648.00   |
|         |                            |                                | CHECK TOTAL                                     | 1,648.00   |
|         |                            |                                | WARRANT TOTAL                                   | 132,447.58 |

DATE: 03/08/21  
TIME: 16:04:03  
ID: AP490000.WOW

GENEVA PARK DISTRICT  
WARRANT NUMBER 030921

GENERAL PAID

PAGE: 1

FROM CHECK # 75256 TO CHECK # 75324

| CHECK # | VENDOR NAME                   | TRANSACTION DESCRIPTION        | FUND / DEPARTMENT CHARGED                 | AMOUNT    |
|---------|-------------------------------|--------------------------------|---|-----------|
| 75256   | ABLE PEST CONTROL, INC.       | MONTHLY PEST CONTROL           | CORPORATE / PECK FARM                     | 85.00     |
|         |                               |                                | CHECK TOTAL                               | 85.00     |
| 75257   | ALARM DETECTION SYSTEMS, INC. | STEAM RM ALARM LIGHT REPLACED  | RECREATION / SPRC                         | 947.42    |
|         |                               |                                | CHECK TOTAL                               | 947.42    |
| 75258   | ALL STAR SPORTS INSTRUCTION   | ALL STAR SPORTS INSTRUCTOR     | RECREATION / TINY SPORTS- ASSI            | 10,575.33 |
|         |                               |                                | CHECK TOTAL                               | 10,575.33 |
| 75259   | BALL HORTICULTURAL COMPANY    | PLANTS/SEEDS FOR ANNUAL BEDS   | CORPORATE / PARKS ADMINISTRATION          | 2,599.20  |
|         |                               | SEEDS FOR ANNUAL BEDS          | CORPORATE / PARKS ADMINISTRATION          | 34.86     |
|         |                               | SEEDS FOR ANNUAL BEDS          | CORPORATE / PARKS ADMINISTRATION          | 3.39      |
|         |                               | SEEDS FOR ANNUAL BEDS          | CORPORATE / PARKS ADMINISTRATION          | 26.62     |
|         |                               |                                | CHECK TOTAL                               | 2,664.07  |
| 75260   | ELLIOTT BORTNER               | REIMB CELL PHONE USAGE         | RECREATION / REC ADMINISTRATION           | 40.00     |
|         |                               | REIMB MILEAGE                  | RECREATION / REC ADMINISTRATION           | 25.00     |
|         |                               |                                | CHECK TOTAL                               | 65.00     |
| 75261   | CARLIN SALES CORPORATION      |                                | CORPORATE / PARKS ADMINISTRATION          | 3,371.27  |
|         |                               |                                | CHECK TOTAL                               | 3,371.27  |
| 75262   | CALL ONE                      | CALL ONE MONTHLY SVC FEE       | RECREATION / SUNSET RACQUETBALL & FITNESS | 70.69     |
|         |                               | CALL ONE MONTHLY SVC FEE       | RECREATION / REC ADMINISTRATION           | 376.99    |
|         |                               | CALL ONE MONTHLY SVC FEE       | RECREATION / SUNSET POOL                  | 162.43    |
|         |                               | CALL ONE MONTHLY SVC FEE       | RECREATION / SPRC                         | 845.27    |
|         |                               | CALL ONE MONTHLY SVC FEE       | CORPORATE / PARKS ADMINISTRATION          | 201.47    |
|         |                               | CALL ONE MONTHLY SVC FEE       | RECREATION / MINIATURE GOLF               | 50.37     |
|         |                               | CALL ONE MONTHLY SVC FEE       | CORPORATE / PECK FARM                     | 127.36    |
|         |                               |                                | CHECK TOTAL                               | 1,834.58  |
| 75263   | CITY OF GENEVA                | CITY WATER & SEWER-SCC         | RECREATION / REC ADMINISTRATION           | 170.87    |
|         |                               | CITY WATER & SEWER-SRFC        | RECREATION / SUNSET RACQUETBALL & FITNESS | 398.69    |
|         |                               | CITY WATER & SEWER-WHLR MAINT  | CORPORATE / PARKS ADMINISTRATION          | 47.33     |
|         |                               | CITY WATER & SEWER-WHLR HUT    | CORPORATE / PARKS ADMINISTRATION          | 66.13     |
|         |                               | CITY WATER & SEWER-ISLAND PK   | CORPORATE / PARKS ADMINISTRATION          | 26.27     |
|         |                               | CITY WATER & SEWER-WHLR NORTH  | CORPORATE / PARKS ADMINISTRATION          | 29.03     |
|         |                               | CITY WATER & SEWER-STH STR FLD | CORPORATE / PARKS ADMINISTRATION          | 104.45    |

DATE: 03/08/21  
TIME: 16:04:04  
ID: AP490000.WOW

GENEVA PARK DISTRICT  
WARRANT NUMBER 030921

PAGE: 2

FROM CHECK # 75256 TO CHECK # 75324

| CHECK # | VENDOR NAME      | TRANSACTION DESCRIPTION        | FUND / DEPARTMENT CHARGED                 | AMOUNT   |
|---------|------------------|--------------------------------|---|----------|
| 75263   | CITY OF GENEVA   | CITY WATER & SEWER-GREENHOUSE  | CORPORATE / PARKS ADMINISTRATION          | 347.11   |
|         |                  | CITY WATER & SEWER-GARDEN CLUB | CORPORATE / PARKS ADMINISTRATION          | 40.69    |
|         |                  | CITY WATER & SEWER-SUNSET POOL | RECREATION / SUNSET POOL                  | 302.47   |
|         |                  | CITY WATER & SEWER-SPRC        | RECREATION / SPRC                         | 333.44   |
|         |                  | CITY WATER & SEWER-COMM GARDEN | CORPORATE / COMMUNITY GARDEN              | 74.18    |
|         |                  | CITY ELECTRIC-ISLAND PK        | CORPORATE / PARKS ADMINISTRATION          | 50.71    |
|         |                  | CITY ELECTRIC-HARRISON         | CORPORATE / PARKS ADMINISTRATION          | 80.75    |
|         |                  | CITY ELECTRIC-JAYCEE PK        | CORPORATE / PARKS ADMINISTRATION          | 18.30    |
|         |                  | CITY ELECTRIC-WHEELER PK       | CORPORATE / PARKS ADMINISTRATION          | 66.07    |
|         |                  | CITY ELECTRIC-WHEELER MAINT    | CORPORATE / PARKS ADMINISTRATION          | 580.69   |
|         |                  | CITY ELECTRIC-PFP HOUSE        | CORPORATE / PARKS ADMINISTRATION          | 205.72   |
|         |                  | CITY ELECTRIC-PFP MAINT        | CORPORATE / PARKS ADMINISTRATION          | 827.19   |
|         |                  | CITY ELECTRIC-SCC              | RECREATION / REC ADMINISTRATION           | 20.88    |
|         |                  | CITY ELECTRIC-SCC              | RECREATION / REC ADMINISTRATION           | 1,349.87 |
|         |                  | CITY ELECTRIC-SRFC             | RECREATION / SUNSET RACQUETBALL & FITNESS | 322.48   |
|         |                  | CITY ELECTRIC-SRFC             | RECREATION / SUNSET RACQUETBALL & FITNESS | 275.11   |
|         |                  | CITY ELECTRIC-SUNSET POOL      | RECREATION / SUNSET POOL                  | 357.77   |
|         |                  | CITY ELECTRIC-SUNSET BALLFLDS  | RECREATION / ADULT SOFTBALL               | 18.30    |
|         |                  | CITY ELECTRIC-SPRC             | RECREATION / SPRC                         | 3,811.41 |
|         |                  | CITY ELECTRIC-PH38             | RECREATION / PLAYHOUSE 38                 | 46.30    |
|         |                  |                                | CHECK TOTAL                               | 9,972.21 |
| 75264   | COM ED           | COMED-PFP BALFIELDS            | RECREATION / ADULT SOFTBALL               | 38.03    |
|         |                  | COMED-MC COMM PK               | CORPORATE / PARKS ADMINISTRATION          | 19.90    |
|         |                  |                                | CHECK TOTAL                               | 57.93    |
| 75265   | CONSERV FS, INC. | UNLEADED FUEL                  | CORPORATE / PARKS ADMINISTRATION          | 1,527.67 |
|         |                  | UNLEADED FUEL                  | RECREATION / REC ADMINISTRATION           | 169.74   |
|         |                  | DIESEL FUEL                    | CORPORATE / PARKS ADMINISTRATION          | 784.01   |
|         |                  | UNLEADED FUEL                  | CORPORATE / PARKS ADMINISTRATION          | 811.19   |
|         |                  | UNLEADED FUEL                  | RECREATION / REC ADMINISTRATION           | 90.13    |
|         |                  | DIESEL FUEL                    | CORPORATE / PARKS ADMINISTRATION          | 371.72   |
|         |                  |                                | CHECK TOTAL                               | 3,754.46 |
| 75266   | RYAN COFFLAND    | REIMB CELL PHONE USAGE         | RECREATION / REC ADMINISTRATION           | 30.00    |
|         |                  | REIMB MILEAGE                  | RECREATION / REC ADMINISTRATION           | 25.00    |
|         |                  |                                | CHECK TOTAL                               | 55.00    |

DATE: 03/08/21  
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ID: AP490000.WOW

GENEVA PARK DISTRICT  
WARRANT NUMBER 030921

PAGE: 3

FROM CHECK # 75256 TO CHECK # 75324

| CHECK # | VENDOR NAME                   | TRANSACTION DESCRIPTION       | FUND / DEPARTMENT CHARGED                 | AMOUNT   |
|---------|-------------------------------|-------------------------------|---|----------|
| 75267   | CRANE MERCHANDISING SYSTEMS   | SRFC VENDING MACHINE SVC      | RECREATION / SUNSET RACQUETBALL & FITNESS | 8.95     |
|         |                               | SPRC VENDING MACHINE SVC      | RECREATION / SPRC                         | 17.90    |
|         |                               |                               | CHECK TOTAL                               | 26.85    |
| 75268   | DEKANE EQUIPMENT CORPORATION  | JOINT SEAL FOR STEERING       | CORPORATE / PARKS ADMINISTRATION          | 33.44    |
|         |                               |                               | CHECK TOTAL                               | 33.44    |
| 75269   | DUNHAM WOODS FARM, INC.       | HORSEBACK RIDING INSTR FEE    | RECREATION / YOUTH                        | 480.00   |
|         |                               | HORSEBACK RIDING INSTR FEE    | RECREATION / ADULT                        | 600.00   |
|         |                               |                               | CHECK TOTAL                               | 1,080.00 |
| 75270   | EVP ACADEMIES, LLC            | VOLLEYBALL INSTR FEE          | RECREATION / YOUTH VOLLEYBALL-INDOOR      | 529.20   |
|         |                               |                               | CHECK TOTAL                               | 529.20   |
| 75271   | FOX VALLEY SPECIAL RECREATION | INCLUSION HOURS-JANUARY       | SPECIAL RECREATION / SPECIAL RECREATION   | 557.92   |
|         |                               |                               | CHECK TOTAL                               | 557.92   |
| 75272   | GENEVA CHAMBER OF COMMERCE    | CHAMBER BUSINESS DIRECTORY    | RECREATION / PUBLIC INFORMATION           | 100.00   |
|         |                               |                               | CHECK TOTAL                               | 100.00   |
| 75273   | GORDON FLESCH COMPANY, INC.   | GORDON FLESCH MAINT AGREEMENT | RECREATION / PARK DISTRICT PRESCHOOL      | 131.00   |
|         |                               | GORDON FLESCH MAINT AGREEMENT | RECREATION / SPRC                         | 258.63   |
|         |                               | GORDON FLESCH MAINT AGREEMENT | RECREATION / REC ADMINISTRATION           | 357.97   |
|         |                               | GORDON FLESCH MAINT AGREEMENT | CORPORATE / PARKS ADMINISTRATION          | 238.95   |
|         |                               |                               | CHECK TOTAL                               | 986.55   |
| 75274   | W.W. GRAINGER CORP.           | FIRST AID SPLYS FOR TRUCKS    | CORPORATE / PARKS ADMINISTRATION          | 83.14    |
|         |                               |                               | CHECK TOTAL                               | 83.14    |
| 75275   | JIM HUETSON                   | REIMB CELL PHONE USAGE        | RECREATION / REC ADMINISTRATION           | 40.00    |
|         |                               |                               | CHECK TOTAL                               | 40.00    |
| 75276   | JACKSON-HIRSH, INC.           | LAMINATING SHEETS-SIGNAGE     | RECREATION / REC ADMINISTRATION           | 117.19   |
|         |                               |                               | CHECK TOTAL                               | 117.19   |
| 75277   | JOEY KALWAT                   | REIMB CELL PHONE USAGE        | RECREATION / REC ADMINISTRATION           | 40.00    |
|         |                               | REIMB MILEAGE                 | RECREATION / REC ADMINISTRATION           | 20.00    |
|         |                               |                               | CHECK TOTAL                               | 60.00    |

DATE: 03/08/21  
TIME: 16:04:04  
ID: AP490000.WOW

GENEVA PARK DISTRICT  
WARRANT NUMBER 030921

PAGE: 4

FROM CHECK # 75256 TO CHECK # 75324

| CHECK # | VENDOR NAME                 | TRANSACTION DESCRIPTION      | FUND / DEPARTMENT CHARGED                 | AMOUNT |
|---------|-----------------------------|------------------------------|---|--------|
| 75278   | BETH KEEN                   | REIMB CELL PHONE USAGE       | RECREATION / REC ADMINISTRATION           | 30.00  |
|         |                             |                              | CHECK TOTAL                               | 30.00  |
| 75279   | MTL TENNIS MGMNT GROUP      | INDOOR TENNIS INSTR-WINTER   | RECREATION / INDOOR TENNIS- SPRC          | 780.00 |
|         |                             |                              | CHECK TOTAL                               | 780.00 |
| 75280   | SHEAVOUN LAMBILLOTTE        | REIMB CELL PHONE USAGE       | RECREATION / REC ADMINISTRATION           | 50.00  |
|         |                             |                              | CHECK TOTAL                               | 50.00  |
| 75281   | LISA LOMBARDI COACHING INC. | VAENSLIME CLAS INSTR FEE 2/5 | RECREATION / YOUTH                        | 87.50  |
|         |                             |                              | CHECK TOTAL                               | 87.50  |
| 75282   | MAGIC OF GARY KANTOR        | MAGIC CLASS INSTR FEE-WINTER | RECREATION / YOUTH                        | 99.00  |
|         |                             |                              | CHECK TOTAL                               | 99.00  |
| 75283   | FP MAILING SOLUTIONS        | POSTAGE METER AGREEMENT FEE  | RECREATION / REC ADMINISTRATION           | 24.00  |
|         |                             | POSTAGE METER AGREEMENT FEE  | CORPORATE / PARKS ADMINISTRATION          | 24.00  |
|         |                             | POSTAGE METER AGREEMENT FEE  | RECREATION / SUNSET RACQUETBALL & FITNESS | 24.00  |
|         |                             | POSTAGE METER AGREEMENT FEE  | RECREATION / SPRC                         | 24.00  |
|         |                             |                              | CHECK TOTAL                               | 96.00  |
| 75284   | MENARDS                     | SNOW SHOVEL/PUSHER           | CORPORATE / PECK FARM                     | 39.96  |
|         |                             | ROOF & GUTTER DEICING CABLE  | RECREATION / SPRC                         | 73.98  |
|         |                             | FIBER OPTIC BOX              | CORPORATE / PECK FARM                     | 29.99  |
|         |                             | PVC ADAPTER, CAP             | CORPORATE / PECK FARM                     | 4.44   |
|         |                             | PAINT BRUSH SET & DOOR       | RECREATION / MILL CREEK POOL              | 68.98  |
|         |                             | SPLYS TO INSTALL FIBER OPTIC | CORPORATE / PECK FARM                     | 13.69  |
|         |                             | BUSHING-FIBER OPTIC          | CORPORATE / PECK FARM                     | 2.12   |
|         |                             | BATTERIES & TAPE             | RECREATION / SPRC                         | 94.55  |
|         |                             | BLEACH                       | RECREATION / SPRC                         | 34.32  |
|         |                             | LAUNDRY DETERGENT            | RECREATION / SUNSET RACQUETBALL & FITNESS | 9.47   |
|         |                             | HARDBOARD FOR SIGN           | CORPORATE / PARKS ADMINISTRATION          | 7.99   |
|         |                             | BATTERY TENDERS/CHARGERS     | CORPORATE / PARKS ADMINISTRATION          | 37.98  |
|         |                             |                              | CHECK TOTAL                               | 417.47 |
| 75285   | METRO FIBERNET LLC          | METRONET SVC-PH38            | RECREATION / PLAYHOUSE 38                 | 82.15  |
|         |                             |                              | CHECK TOTAL                               | 82.15  |



DATE: 03/08/21  
TIME: 16:04:04  
ID: AP490000.WOW

GENEVA PARK DISTRICT  
WARRANT NUMBER 030921

PAGE: 5

FROM CHECK # 75256 TO CHECK # 75324

| CHECK # | VENDOR NAME          | TRANSACTION DESCRIPTION     | FUND / DEPARTMENT CHARGED                  | AMOUNT    |
|---------|----------------------|-----------------------------|--|-----------|
| 75286   | METRO FIBERNET LLC   | METRONET SVC-WHLR MAINT     | CORPORATE / PARKS ADMINISTRATION           | 102.20    |
|         |                      |                             | CHECK TOTAL                                | 102.20    |
| 75287   | METRO FIBERNET LLC   | METRONET SVC-MC POOL        | RECREATION / MILL CREEK POOL               | 17.25     |
|         |                      |                             | CHECK TOTAL                                | 17.25     |
| 75288   | METRO FIBERNET LLC   | METRONET SVC-SPRC           | RECREATION / SPRC                          | 253.91    |
|         |                      | METRONET SVC-SRFC           | RECREATION / SUNSET RACQUETBALL & FITNESS  | 269.95    |
|         |                      | METRONET SVC-WHLR HUT       | RECREATION / MINIATURE GOLF                | 15.00     |
|         |                      |                             | CHECK TOTAL                                | 538.86    |
| 75289   | NAPCO STEEL, INC.    | STEEL EDGE FOR PLOW         | CORPORATE / PARKS ADMINISTRATION           | 129.85    |
|         |                      |                             | CHECK TOTAL                                | 129.85    |
| 75290   | NEXT GENERATION, INC | BOYS BASKETBALL JERSEYS     | RECREATION / BOYS BASKETBALL               | 352.00    |
|         |                      | GIRLS BASKETBALL JERSEYS    | RECREATION / GIRLS BASKETBALL              | 352.00    |
|         |                      | SPARK/KZ STAFF UNIFORMS     | RECREATION / B/A SCHOOL PROGRAMS- KID ZONE | 248.00    |
|         |                      | SUPER SHUFFLE SWEATSHIRTS   | RECREATION / SUPER BOWL SHUFFLE            | 203.50    |
|         |                      |                             | CHECK TOTAL                                | 1,155.50  |
| 75291   | NICOR GAS            | NICOR-MC POOL               | RECREATION / MILL CREEK POOL               | 157.63    |
|         |                      |                             | CHECK TOTAL                                | 157.63    |
| 75292   | NORTH AMERICAN CORP  | SANITATION SPLYS            | RECREATION / SPRC                          | 677.46    |
|         |                      | SANITATION SPLYS            | CORPORATE / PARKS ADMINISTRATION           | 505.67    |
|         |                      | DISINFECTANT-1 GALLON       | RECREATION / REC ADMINISTRATION            | 34.68     |
|         |                      | SANITATION SUPPLIES         | RECREATION / SUNSET RACQUETBALL & FITNESS  | 319.22    |
|         |                      | SANITATION SUPPLIES         | RECREATION / REC ADMINISTRATION            | 319.22    |
|         |                      |                             | CHECK TOTAL                                | 1,856.25  |
| 75293   | PAM OTTO             | GRADUATION PHOTOS DEVELOPED | CORPORATE / LEARN FROM THE EXPERTS         | 43.10     |
|         |                      |                             | CHECK TOTAL                                | 43.10     |
| 75294   | PDRMA                | PDRMA HEALTH INSURANCE      | CORPORATE / PARKS ADMINISTRATION           | 28,986.26 |
|         |                      | PDRMA HEALTH INSURANCE      | RECREATION / REC ADMINISTRATION            | 29,685.15 |
|         |                      | PDRMA LIFE INSURANCE        | CORPORATE / ADMINISTRATIVE                 | 207.40    |
|         |                      |                             | CHECK TOTAL                                | 58,878.81 |

DATE: 03/08/21  
TIME: 16:04:04  
ID: AP490000.WOW

GENEVA PARK DISTRICT  
WARRANT NUMBER 030921

PAGE: 6

FROM CHECK # 75256 TO CHECK # 75324

| CHECK # | VENDOR NAME                    | TRANSACTION DESCRIPTION       | FUND / DEPARTMENT CHARGED            | AMOUNT   |
|---------|--------------------------------|-------------------------------|--------------------------------------|----------|
| 75295   | CASH                           | SYMPATHY CARDS                | RECREATION / REC ADMINISTRATION      | 5.49     |
|         |                                | SYMPATHY CARDS                | CORPORATE / PARKS ADMINISTRATION     | 5.49     |
|         |                                | POSTAGE-CERTIFIED LETTER      | RECREATION / REC ADMINISTRATION      | 17.17    |
|         |                                | POSTAGE-EXAM TEST CERTIFIED   | CORPORATE / PARKS ADMINISTRATION     | 17.13    |
|         |                                | 2 CASES OF WATER              | CORPORATE / PECK FARM                | 10.00    |
|         |                                | PLASTIC STORAGE CONTAINERS    | RECREATION / PARK DISTRICT PRESCHOOL | 27.11    |
|         |                                |                               | CHECK TOTAL                          | 82.39    |
| 75296   | CHRISTY POWELL                 | REIMB CELL PHONE USAGE        | RECREATION / REC ADMINISTRATION      | 40.00    |
|         |                                |                               | CHECK TOTAL                          | 40.00    |
| 75297   | RANDALL PRESSURE SYSTEMS, INC. | HOSES FOR SNOWPLOW            | CORPORATE / PARKS ADMINISTRATION     | 84.37    |
|         |                                | HOSES FOR SNOW PLOWS          | CORPORATE / PARKS ADMINISTRATION     | 42.18    |
|         |                                |                               | CHECK TOTAL                          | 126.55   |
| 75298   | KELLY WALES                    | REIMB CELL PHONE USAGE        | RECREATION / REC ADMINISTRATION      | 40.00    |
|         |                                | REIMB MILEAGE                 | RECREATION / REC ADMINISTRATION      | 60.00    |
|         |                                |                               | CHECK TOTAL                          | 100.00   |
| 75299   | ROCK'N'KIDS, INC               | KID ROCK INSTR FEES-WINTER 1  | RECREATION / TODDLERS                | 592.00   |
|         |                                |                               | CHECK TOTAL                          | 592.00   |
| 75300   | SAFETY TRAINING ASSOC. CORP.   | FIRST AID SUPPLIES            | RECREATION / REC ADMINISTRATION      | 356.00   |
|         |                                | FIRST AID SUPPLIES            | CORPORATE / PARKS ADMINISTRATION     | 198.00   |
|         |                                |                               | CHECK TOTAL                          | 554.00   |
| 75301   | SHAZAM RACING                  | SUPER SHUFFLE TIMING          | RECREATION / SUPER BOWL SHUFFLE      | 1,906.37 |
|         |                                |                               | CHECK TOTAL                          | 1,906.37 |
| 75302   | CHRISTINE SHIEL                | REIMB CELL PHONE USAGE        | CORPORATE / PECK FARM                | 40.00    |
|         |                                | REIMB MILEAGE                 | CORPORATE / PARKS ADMINISTRATION     | 25.00    |
|         |                                |                               | CHECK TOTAL                          | 65.00    |
| 75303   | STEVE SLIVKA                   | REIMB CELL PHONE USAGE        | CORPORATE / PARKS ADMINISTRATION     | 40.00    |
|         |                                |                               | CHECK TOTAL                          | 40.00    |
| 75304   | STARGUARD ELITE, LLC           | STAFF LIFEGUARD INSTR LICENSE | RECREATION / SUNSET POOL             | 400.00   |
|         |                                |                               | CHECK TOTAL                          | 400.00   |

DATE: 03/08/21  
TIME: 16:04:04  
ID: AP490000.WOW

GENEVA PARK DISTRICT  
WARRANT NUMBER 030921

PAGE: 7

FROM CHECK # 75256 TO CHECK # 75324

| CHECK # | VENDOR NAME                  | TRANSACTION DESCRIPTION        | FUND / DEPARTMENT CHARGED                  | AMOUNT |
|---------|------------------------------|--------------------------------|--|--------|
| 75305   | TECHPRO, INC.                | REPLACEMENT BATTERY            | RECREATION / REC ADMINISTRATION            | 353.00 |
|         |                              |                                | CHECK TOTAL                                | 353.00 |
| 75306   | BUMPER TO BUMPER             | FUEL CAP                       | CORPORATE / PARKS ADMINISTRATION           | 8.39   |
|         |                              | SNOWPLOW OIL                   | CORPORATE / PARKS ADMINISTRATION           | 87.48  |
|         |                              | WINDSHIELD WASHER FLUID        | CORPORATE / PARKS ADMINISTRATION           | 17.94  |
|         |                              | MOWER OIL FILTERS              | CORPORATE / PARKS ADMINISTRATION           | 52.22  |
|         |                              | MOWER SPARK PLUGS              | CORPORATE / PARKS ADMINISTRATION           | 30.12  |
|         |                              | PRE-TREATMENT SPRAYER SWITCH   | CORPORATE / PARKS ADMINISTRATION           | 5.29   |
|         |                              | FRONT BRAKE PADS-TRUCK         | CORPORATE / PARKS ADMINISTRATION           | 38.25  |
|         |                              |                                | CHECK TOTAL                                | 239.69 |
| 75307   | TONY & FRIENDS ART STUDIO    | ART CLASS INSTR #12211515-08   | RECREATION / YOUTH                         | 137.00 |
|         |                              | CARTOONING CLS #12211515-03    | RECREATION / YOUTH                         | 309.00 |
|         |                              |                                | CHECK TOTAL                                | 446.00 |
| 75308   | NICOLE VICKERS               | REIMB CELL PHONE USAGE         | RECREATION / REC ADMINISTRATION            | 70.00  |
|         |                              |                                | CHECK TOTAL                                | 70.00  |
| 75309   | PREVENTATIVE MAINTENANCE SYS | ANNUAL TRUCK SAFETY LANE TESTS | CORPORATE / PARKS ADMINISTRATION           | 125.00 |
|         |                              |                                | CHECK TOTAL                                | 125.00 |
| 75310   | CHASE CARD SERVICES          | PLASTIC/COFFEE CUPS            | CORPORATE / PARKS ADMINISTRATION           | 35.16  |
|         |                              | PLASTIC/COFFEE CUPS            | RECREATION / REC ADMINISTRATION            | 35.17  |
|         |                              | STAFF APPRECIATION GIFT CARDS  | CORPORATE / PARKS ADMINISTRATION           | 50.00  |
|         |                              | STAFF APPRECIATION GIFT CARDS  | RECREATION / REC ADMINISTRATION            | 50.00  |
|         |                              | NO SICK DAY AWARDS             | RECREATION / REC ADMINISTRATION            | 50.00  |
|         |                              | NO SICK DAY AWARDS             | CORPORATE / PARKS ADMINISTRATION           | 50.00  |
|         |                              | GO TO MTG SVC-BRD MTG 2/15     | RECREATION / REC ADMINISTRATION            | 39.57  |
|         |                              | PICKLEBALLS                    | RECREATION / SPRC                          | 33.00  |
|         |                              | SOCCER CONES                   | RECREATION / BOYS BASKETBALL               | 39.90  |
|         |                              | WATER-SUPER SHUFFLE            | RECREATION / SUPER BOWL SHUFFLE            | 79.80  |
|         |                              | VIDEO ADAPTER CONVERTER        | RECREATION / REC ADMINISTRATION            | 19.76  |
|         |                              | RECHARGEABLE BATTERIES         | RECREATION / SPRC                          | 31.99  |
|         |                              | KZN FABYAN PROGRAM SPLYs       | RECREATION / B/A SCHOOL PROGRAMS- KID ZONE | 70.64  |
|         |                              | KZN MILL CREEK PROGRAM SPLYs   | RECREATION / B/A SCHOOL PROGRAMS- KID ZONE | 141.27 |
|         |                              | TABLE COVERING                 | RECREATION / B/A SCHOOL PROGRAMS- KID ZONE | 56.43  |
|         |                              | FIRST AID/CPR TRAINING         | RECREATION / REC ADMINISTRATION            | 35.00  |

DATE: 03/08/21  
TIME: 16:04:04  
ID: AP490000.WOW

GENEVA PARK DISTRICT  
WARRANT NUMBER 030921

PAGE: 8

FROM CHECK # 75256 TO CHECK # 75324

| CHECK # | VENDOR NAME         | TRANSACTION DESCRIPTION        | FUND / DEPARTMENT CHARGED                  | AMOUNT   |
|---------|---------------------|--------------------------------|--|----------|
| 75310   | CHASE CARD SERVICES | KZN WILLIAMSBURG PROGRAM SPLY  | RECREATION / B/A SCHOOL PROGRAMS- KID ZONE | 91.46    |
|         |                     | EMAIL SVC ANNUAL RENEWAL       | RECREATION / PUBLIC INFORMATION            | 1,848.00 |
|         |                     | PRINTER INK CARTRIDGE          | CORPORATE / PECK FARM                      | 53.99    |
|         |                     | GOOGLE STORAGE-KCCN            | CORPORATE / LEARN FROM THE EXPERTS         | 1.99     |
|         |                     | DISPUTE CHARGE                 | RECREATION / ADMINISTRATIVE                | 14.34    |
|         |                     | OFFICE ELECTRIC HEATER         | RECREATION / REC ADMINISTRATION            | 19.84    |
|         |                     | GMAIL ACCOUNT MONTHLY SVC FEE  | RECREATION / B/A SCHOOL PROGRAMS- KID ZONE | 6.00     |
|         |                     | KZN PROGRAM SPLY               | RECREATION / B/A SCHOOL PROGRAMS- KID ZONE | 300.20   |
|         |                     | THERMOSTAT-SUNSET RM 104       | RECREATION / SUNSET RACQUETBALL & FITNESS  | 137.59   |
|         |                     | PLOW CONTROLLER PARTS          | CORPORATE / PARKS ADMINISTRATION           | 262.02   |
|         |                     | OFFICE SPLY-PENS               | RECREATION / REC ADMINISTRATION            | 2.35     |
|         |                     | DISINFECTANT TOWELS            | RECREATION / REC ADMINISTRATION            | 288.57   |
|         |                     | ZOOM MTG SVC FEE (2)           | RECREATION / REC ADMINISTRATION            | 29.98    |
|         |                     | REPAIR CONSOLE TV              | RECREATION / SPRC                          | 370.34   |
|         |                     | FITNESS CENTER TV              | RECREATION / SPRC                          | 188.16   |
|         |                     | VERSA TUBE EXERCISE BANDS      | RECREATION / SPRC                          | 198.76   |
|         |                     | EUIPMENT REPAIR PART-PIN       | RECREATION / SPRC                          | 34.00    |
|         |                     | VENDING MACHINE PRODUCT        | RECREATION / SPRC                          | 18.59    |
|         |                     | VENDING MACHINE PRODUCT        | RECREATION / SUNSET RACQUETBALL & FITNESS  | 9.37     |
|         |                     | VALENTINE DAY RETENTION SPLY   | RECREATION / SUNSET RACQUETBALL & FITNESS  | 9.99     |
|         |                     | VALENTINE DAY RETENTION SPLY   | RECREATION / SPRC                          | 9.99     |
|         |                     | CORK BULLETIN BOARD            | RECREATION / SPRC                          | 7.99     |
|         |                     | HAND & FEET WARMERS            | RECREATION / SUPER BOWL SHUFFLE            | 69.93    |
|         |                     | OLYMPIC WEIGHT BAR             | RECREATION / SUNSET RACQUETBALL & FITNESS  | 79.98    |
|         |                     | ANNUAL IGFOA MEMBERSHIP FEE    | RECREATION / REC ADMINISTRATION            | 150.00   |
|         |                     | ANNUAL IGFOA MEMBERSHIP FEE    | CORPORATE / PARKS ADMINISTRATION           | 150.00   |
|         |                     | IPRA EMPLOYMNT AD-BALLFIELD    | RECREATION / REC ADMINISTRATION            | 265.00   |
|         |                     | SNOW BLOWER TIRES              | CORPORATE / PARKS ADMINISTRATION           | 67.02    |
|         |                     | PRE TREATMENT SPRAYER & PARTS  | CORPORATE / PARKS ADMINISTRATION           | 154.93   |
|         |                     | CHAIN SAW SHARPENERS           | CORPORATE / PARKS ADMINISTRATION           | 294.90   |
|         |                     | CORDLESS IMPACT WRENCH/GRINDER | CORPORATE / PARKS ADMINISTRATION           | 429.00   |
|         |                     | FOLDING LADDER                 | CORPORATE / PARKS ADMINISTRATION           | 1,490.48 |
|         |                     | HITCH PIN                      | CORPORATE / PECK FARM                      | 9.59     |
|         |                     |                                | CHECK TOTAL                                | 7,882.04 |
| 75311   | NATE BLATCHLEY      | REPLACED PAYROLL CHK #73283    | RECREATION / ADMINISTRATIVE                | 104.88   |
|         |                     |                                | CHECK TOTAL                                | 104.88   |

DATE: 03/08/21  
TIME: 16:04:04  
ID: AP490000.WOW

GENEVA PARK DISTRICT  
WARRANT NUMBER 030921

PAGE: 9

FROM CHECK # 75256 TO CHECK # 75324

| CHECK # | VENDOR NAME      | TRANSACTION DESCRIPTION      | FUND / DEPARTMENT CHARGED   | AMOUNT     |
|---------|------------------|------------------------------|-----------------------------|------------|
| 75312   | TAYLOR COPPOLA   | REPLACED PAYROLL CHK #72811  | RECREATION / ADMINISTRATIVE | 47.20      |
|         |                  |                              | CHECK TOTAL                 | 47.20      |
| 75313   | GRACE DEVITA     | REPLACED PAYROLL CHK #72812  | RECREATION / ADMINISTRATIVE | 41.94      |
|         |                  |                              | CHECK TOTAL                 | 41.94      |
| 75314   | JENNIFER DUFFY   | REPLACED PAYROLL CHK #72108  | RECREATION / ADMINISTRATIVE | 22.72      |
|         |                  |                              | CHECK TOTAL                 | 22.72      |
| 75315   | ANNA GEISMANN    | REPLACED PAYROLL CHK #72161  | RECREATION / ADMINISTRATIVE | 638.01     |
|         |                  | REPLACED PAYROLL CHK #72610  | RECREATION / ADMINISTRATIVE | 741.67     |
|         |                  |                              | CHECK TOTAL                 | 1,379.68   |
| 75316   | KATE HAHN        | REPLACED PAYROLL CHK #73100  | RECREATION / ADMINISTRATIVE | 27.53      |
|         |                  |                              | CHECK TOTAL                 | 27.53      |
| 75317   | MIKE HOFMANN     | REPLACED PAYROLL CHK #72245  | RECREATION / ADMINISTRATIVE | 7.21       |
|         |                  |                              | CHECK TOTAL                 | 7.21       |
| 75318   | FIONA KELLEGHAN  | REPLACED PAYROLL CHK # 71931 | RECREATION / ADMINISTRATIVE | 166.05     |
|         |                  |                              | CHECK TOTAL                 | 166.05     |
| 75319   | SPENCER LLOYD    | REPLACED PAYROLL CHK #73162  | RECREATION / ADMINISTRATIVE | 235.15     |
|         |                  |                              | CHECK TOTAL                 | 235.15     |
| 75320   | MADELINE MOORE   | REPLACED PAYROLL CHK #71820  | RECREATION / ADMINISTRATIVE | 155.13     |
|         |                  |                              | CHECK TOTAL                 | 155.13     |
| 75321   | DANIEL O'BRIEN   | REPLACED PAYROLL CHK #72689  | RECREATION / ADMINISTRATIVE | 347.38     |
|         |                  |                              | CHECK TOTAL                 | 347.38     |
| 75322   | LOUISE SMITH     | REPLACED PAYROLL CHK #72257  | RECREATION / ADMINISTRATIVE | 6.79       |
|         |                  |                              | CHECK TOTAL                 | 6.79       |
| 75323   | SARA VANDENAKKER | REPLACED PAYROLL CHK #73117  | RECREATION / ADMINISTRATIVE | 4.58       |
|         |                  |                              | CHECK TOTAL                 | 4.58       |
| 75324   | CLAYTON WAGNER   | REPLACED PAYROLL CHK #72652  | RECREATION / ADMINISTRATIVE | 695.94     |
|         |                  |                              | CHECK TOTAL                 | 695.94     |
|         |                  |                              | WARRANT TOTAL               | 117,782.35 |

DATE: 03/11/21  
TIME: 09:43:45  
ID: AP490000.WOW

GENEVA PARK DISTRICT  
WARRANT NUMBER 031121

GENERAL UNPAID

PAGE: 1

FROM CHECK # 75325 TO CHECK # 75365

| CHECK # | VENDOR NAME                | TRANSACTION DESCRIPTION        | FUND / DEPARTMENT CHARGED        | AMOUNT   |
|---------|----------------------------|--------------------------------|----------------------------------|----------|
| 75325   | ABLE PEST CONTROL, INC.    | PEST CONTROL-FEBRUARY          | RECREATION / SPRC                | 105.00   |
|         |                            |                                | CHECK TOTAL                      | 105.00   |
| 75326   | ACE HARDWARE GENEVA        | PIPE STRAP                     | CORPORATE / PARKS ADMINISTRATION | 10.34    |
|         |                            | SPRAY PAINT-BARRICADES         | CORPORATE / PARKS ADMINISTRATION | 6.00     |
|         |                            | PAINT-LIFTGATES                | CORPORATE / PARKS ADMINISTRATION | 28.79    |
|         |                            |                                | CHECK TOTAL                      | 45.13    |
| 75327   | AT&T                       | AT&T PFP INTERNET              | CORPORATE / PECK FARM            | 68.06    |
|         |                            |                                | CHECK TOTAL                      | 68.06    |
| 75328   | BALL HORTICULTURAL COMPANY | SEEDS FOR ANNUAL BEDS          | CORPORATE / PARKS ADMINISTRATION | 146.02   |
|         |                            |                                | CHECK TOTAL                      | 146.02   |
| 75329   | POWER UP BATTERIES LLC     | 6 VOLT BATTERIES-ELIPTICAL     | RECREATION / SPRC                | 55.90    |
|         |                            |                                | CHECK TOTAL                      | 55.90    |
| 75330   | BLUE LION SYSTEMS, INC     | BLUE LION CAMERA SVC           | CORPORATE / PECK FARM            | 98.00    |
|         |                            |                                | CHECK TOTAL                      | 98.00    |
| 75331   | JASON BLACK                | FY 20/21 BOOT REIMBURSEMENT    | CORPORATE / PARKS ADMINISTRATION | 92.02    |
|         |                            |                                | CHECK TOTAL                      | 92.02    |
| 75332   | BLACK LINE FOX VALLEY LLC  | BLACKLINE EMAIL SVC            | RECREATION / REC ADMINISTRATION  | 185.60   |
|         |                            | BLACKLINE ANTIVIRUS SVC        | RECREATION / REC ADMINISTRATION  | 88.00    |
|         |                            | BLACKLINE ANTIVIRUS SVC        | CORPORATE / PARKS ADMINISTRATION | 88.00    |
|         |                            | BLACKLINE COMPUTER MAINT       | RECREATION / REC ADMINISTRATION  | 2,071.29 |
|         |                            | BLACKLINE SERVER MAINT         | RECREATION / REC ADMINISTRATION  | 820.00   |
|         |                            |                                | CHECK TOTAL                      | 3,252.89 |
| 75333   | CITY OF GENEVA             | CITY ELECTRIC-OLD MILL PK      | CORPORATE / PARKS ADMINISTRATION | 27.71    |
|         |                            | CITY WATER/SEWER-MOORE SPRY PK | CORPORATE / MOORE SPRAY PARK     | 68.37    |
|         |                            | CITY ELECTRIC-MOORE SPRY PK    | CORPORATE / MOORE SPRAY PARK     | 20.29    |
|         |                            | CITY ELECTRIC-ESPING FLAG POLE | CORPORATE / PARKS ADMINISTRATION | 19.98    |
|         |                            |                                | CHECK TOTAL                      | 136.35   |
| 75334   | COM ED                     | COMED-MC POOL                  | RECREATION / MILL CREEK POOL     | 566.36   |
|         |                            |                                | CHECK TOTAL                      | 566.36   |

DATE: 03/11/21  
TIME: 09:43:45  
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GENEVA PARK DISTRICT  
WARRANT NUMBER 031121

PAGE: 2

FROM CHECK # 75325 TO CHECK # 75365

| CHECK # | VENDOR NAME                   | TRANSACTION DESCRIPTION        | FUND / DEPARTMENT CHARGED                 | AMOUNT |
|---------|-------------------------------|--------------------------------|---|--------|
| 75335   | COMCAST CABLE                 | COMCAST-SCC                    | RECREATION / REC ADMINISTRATION           | 224.04 |
|         |                               | COMCAST-SRFC                   | RECREATION / SUNSET RACQUETBALL & FITNESS | 336.05 |
|         |                               |                                | CHECK TOTAL                               | 560.09 |
| 75336   | COMCAST CABLE                 | COMCAST SVC FEB 12-MARCH 11    | RECREATION / SPRC                         | 543.81 |
|         |                               |                                | CHECK TOTAL                               | 543.81 |
| 75337   | AMY COTTER                    | TEAM WORKSHOP-FEB. 19, 2021    | CORPORATE / PARKS ADMINISTRATION          | 150.00 |
|         |                               | TEAM WORKSHOP-FEB. 19, 2021    | RECREATION / REC ADMINISTRATION           | 150.00 |
|         |                               |                                | CHECK TOTAL                               | 300.00 |
| 75338   | CRANE MERCHANDISING SYSTEMS   | SRFC VENDING MACHINE SVC       | RECREATION / SUNSET RACQUETBALL & FITNESS | 8.95   |
|         |                               | SPRC VENDING MACHINE SVC       | RECREATION / SPRC                         | 17.90  |
|         |                               |                                | CHECK TOTAL                               | 26.85  |
| 75339   | CULLIGAN TRI-CITY SWS, INC.   | CULLIGAN WATER SVC             | RECREATION / REC ADMINISTRATION           | 41.00  |
|         |                               | CULLIGAN WATER SVC             | RECREATION / SPRC                         | 25.00  |
|         |                               | CULLIGAN WATER SVC             | CORPORATE / PECK FARM                     | 25.00  |
|         |                               |                                | CHECK TOTAL                               | 91.00  |
| 75340   | DREYER CLINIC INC.            | PRE-EMPLOYMENT PHYSICALS       | CORPORATE / PARKS ADMINISTRATION          | 330.00 |
|         |                               |                                | CHECK TOTAL                               | 330.00 |
| 75341   | ELEVATOR TECHNICIANS, INC.    | ELEVATOR MAINT APR-MAY PRORATE | RECREATION / SPRC                         | 86.50  |
|         |                               | ELEVATOR MAINT AUG-SEPT        | RECREATION / SPRC                         | 176.50 |
|         |                               |                                | CHECK TOTAL                               | 263.00 |
| 75342   | FOX VALLEY SPECIAL RECREATION | INCLUSION HOURS-FEBRUARY       | SPECIAL RECREATION / SPECIAL RECREATION   | 778.75 |
|         |                               |                                | CHECK TOTAL                               | 778.75 |
| 75343   | GROOT, INC.                   | REFUSE DISPOSAL                | RECREATION / REC ADMINISTRATION           | 114.46 |
|         |                               | REFUSE DISPOSAL                | CORPORATE / PECK FARM                     | 241.50 |
|         |                               | REFUSE DISPOSAL                | RECREATION / SPRC                         | 128.74 |
|         |                               | REFUSE DISPOSAL                | CORPORATE / PARKS ADMINISTRATION          | 370.72 |
|         |                               |                                | CHECK TOTAL                               | 855.42 |
| 75344   | WM. HORN STRUCTURAL STEEL CO. | STEEL FOR LIFTGATE             | CORPORATE / PARKS ADMINISTRATION          | 22.00  |
|         |                               | STEEL FOR LIFTGATE             | CORPORATE / PARKS ADMINISTRATION          | 23.00  |
|         |                               |                                | CHECK TOTAL                               | 45.00  |

DATE: 03/11/21  
TIME: 09:43:45  
ID: AP490000.WOW

GENEVA PARK DISTRICT  
WARRANT NUMBER 031121

PAGE: 3

FROM CHECK # 75325 TO CHECK # 75365

| CHECK # | VENDOR NAME                    | TRANSACTION DESCRIPTION     | FUND / DEPARTMENT CHARGED                 | AMOUNT   |
|---------|--------------------------------|-----------------------------|---|----------|
| 75345   | LAKESHORE RECYCLING SYSTEM     | PORTOLET SVC-SKATE PK       | RECREATION / REC ADMINISTRATION           | 17.14    |
|         |                                | SUPER SHUFFLE PORTOLET SVC  | RECREATION / SUPER BOWL SHUFFLE           | 280.00   |
|         |                                |                             | CHECK TOTAL                               | 297.14   |
| 75346   | INTERSTATE GAS SUPPLY, INC.    | IGS-WHLR MAINT              | CORPORATE / PARKS ADMINISTRATION          | 312.97   |
|         |                                | IGS-SPRC                    | RECREATION / SPRC                         | 1,152.84 |
|         |                                | IGS-POOL                    | RECREATION / SUNSET POOL                  | 151.12   |
|         |                                | IGS-SRFC                    | RECREATION / SUNSET RACQUETBALL & FITNESS | 133.02   |
|         |                                | IGS-PFP HOUSE               | CORPORATE / PECK FARM                     | 106.42   |
|         |                                | IGS-GREENHOUSE              | CORPORATE / PARKS ADMINISTRATION          | 280.08   |
|         |                                | IGS-SCC                     | RECREATION / REC ADMINISTRATION           | 903.43   |
|         |                                | IGS-PFP MAINT               | CORPORATE / PECK FARM                     | 189.18   |
|         |                                |                             | CHECK TOTAL                               | 3,229.06 |
| 75347   | FOREST PRESERVE DIST. KANE CO. | REIMB SPLY-S-KCCN PROGRAM   | CORPORATE / LEARN FROM THE EXPERTS        | 78.91    |
|         |                                |                             | CHECK TOTAL                               | 78.91    |
| 75348   | LIFE FITNESS CORP.             | ELIPTICAL REPAIRED          | RECREATION / SPRC                         | 239.05   |
|         |                                |                             | CHECK TOTAL                               | 239.05   |
| 75349   | LIFTWORKS, INC.                | LIFT-TREE TRIMMING/LIGHT    | CORPORATE / PARKS ADMINISTRATION          | 295.00   |
|         |                                |                             | CHECK TOTAL                               | 295.00   |
| 75350   | MENARDS                        | PLASTIC TUBING              | RECREATION / SUNSET POOL                  | 34.95    |
|         |                                | GORILLA GLUE                | CORPORATE / PARKS ADMINISTRATION          | 7.48     |
|         |                                | SCREWS FOR OUTLET COVERS    | CORPORATE / PARKS ADMINISTRATION          | 4.69     |
|         |                                | PAINT & SPLY-S-LIFTGATES    | CORPORATE / PARKS ADMINISTRATION          | 107.15   |
|         |                                | PFP HOUSE REPLACEMENT BULBS | CORPORATE / PECK FARM                     | 18.99    |
|         |                                | GARBAGE PICKERS             | CORPORATE / PECK FARM                     | 19.94    |
|         |                                | SPRAY PAINT-LIFTGATES       | CORPORATE / PARKS ADMINISTRATION          | 12.81    |
|         |                                | SCREWS-SKATE PARK REPAIRS   | CORPORATE / PARKS ADMINISTRATION          | 60.76    |
|         |                                | PFP OFFICE PROJECT SPLY     | CORPORATE / PECK FARM                     | 56.23    |
|         |                                | BULB REPLACEMENT            | RECREATION / SUNSET RACQUETBALL & FITNESS | 17.92    |
|         |                                |                             | CHECK TOTAL                               | 340.92   |
| 75351   | LARRY MILLER                   | FY 20/21 BOOT REIMBURSEMENT | CORPORATE / PARKS ADMINISTRATION          | 100.00   |
|         |                                |                             | CHECK TOTAL                               | 100.00   |



DATE: 03/11/21  
TIME: 09:43:45  
ID: AP490000.WOW

GENEVA PARK DISTRICT  
WARRANT NUMBER 031121

PAGE: 4

FROM CHECK # 75325 TO CHECK # 75365

| CHECK # | VENDOR NAME                    | TRANSACTION DESCRIPTION       | FUND / DEPARTMENT CHARGED                 | AMOUNT   |
|---------|--------------------------------|-------------------------------|---|----------|
| 75352   | MIRANDA MYLI                   | SPLYS FOR PROGRAMS            | CORPORATE / PECK FARM GENERAL PROGRAMS    | 19.60    |
|         |                                |                               | CHECK TOTAL                               | 19.60    |
| 75353   | NEXT GENERATION, INC           | BOYS BASKETBALL UNIFORMS      | RECREATION / BOYS BASKETBALL              | 100.00   |
|         |                                |                               | CHECK TOTAL                               | 100.00   |
| 75354   | NICOR GAS                      | NICOR-WHLR MAINT              | CORPORATE / PARKS ADMINISTRATION          | 247.92   |
|         |                                | NICOR-GREENHOUSE              | CORPORATE / PARKS ADMINISTRATION          | 263.83   |
|         |                                | NICOR-WHLR HUT                | CORPORATE / PARKS ADMINISTRATION          | 50.94    |
|         |                                | NICOR-PFP HOUSE               | CORPORATE / PECK FARM                     | 89.35    |
|         |                                | NICOR-PFP BARN                | CORPORATE / PECK FARM                     | 198.42   |
|         |                                | NICOR-PFP MAINT               | CORPORATE / PECK FARM                     | 114.62   |
|         |                                | NICOR-SUNSET                  | RECREATION / REC ADMINISTRATION           | 420.03   |
|         |                                | NICOR-SRFC                    | RECREATION / SUNSET RACQUETBALL & FITNESS | 106.53   |
|         |                                | NICOR-SPRC                    | RECREATION / SPRC                         | 551.55   |
|         |                                | NICOR-PH38                    | RECREATION / PLAYHOUSE 38                 | 150.84   |
|         |                                | NICOR-SUNSET POOL             | RECREATION / SUNSET POOL                  | 299.71   |
|         |                                |                               | CHECK TOTAL                               | 2,493.74 |
| 75355   | PADDOCK PUBLICATIONS, INC.     | BID NOTICE-SPRING LANDSCAPE   | CORPORATE / PARKS ADMINISTRATION          | 105.80   |
|         |                                | BID NOTICE-PARKS MOWING       | CORPORATE / PARKS ADMINISTRATION          | 101.20   |
|         |                                |                               | CHECK TOTAL                               | 207.00   |
| 75356   | RANDALL PRESSURE SYSTEMS, INC. | HOSES FOR SNOW PLOW           | CORPORATE / PARKS ADMINISTRATION          | 212.74   |
|         |                                |                               | CHECK TOTAL                               | 212.74   |
| 75357   | ROTARY CLUB OF GENEVA          | ROTARY CLUB 3RD QTR DUES      | CORPORATE / PARKS ADMINISTRATION          | 185.00   |
|         |                                |                               | CHECK TOTAL                               | 185.00   |
| 75358   | STEVENS STREET PROPERTIES      | PH38 RENTAL FEE               | RECREATION / PLAYHOUSE 38                 | 1,200.00 |
|         |                                | PH38 STORAGE RENTAL FEE       | RECREATION / PLAYHOUSE 38                 | 159.00   |
|         |                                |                               | CHECK TOTAL                               | 1,359.00 |
| 75359   | BUMPER TO BUMPER               | MOWER AIR FILTERS             | CORPORATE / PARKS ADMINISTRATION          | 100.04   |
|         |                                |                               | CHECK TOTAL                               | 100.04   |
| 75360   | TONY & FRIENDS ART STUDIO      | KIDS CARTOONING INSTR-WNTR    | RECREATION / YOUTH                        | 103.20   |
|         |                                | KIS CARTOONING INSTR FEE-WNTR | RECREATION / YOUTH                        | 412.80   |
|         |                                |                               | CHECK TOTAL                               | 516.00   |

DATE: 03/11/21  
TIME: 09:43:45  
ID: AP490000.WOW

GENEVA PARK DISTRICT  
WARRANT NUMBER 031121

PAGE: 5

FROM CHECK # 75325 TO CHECK # 75365

| CHECK # | VENDOR NAME                    | TRANSACTION DESCRIPTION      | FUND / DEPARTMENT CHARGED                 | AMOUNT    |
|---------|--------------------------------|------------------------------|---|-----------|
| 75361   | TRYAD SOLUTIONS, INC.          | STAFF UNIFORMS               | RECREATION / SPRC                         | 294.00    |
|         |                                | STAFF UNIFORMS               | RECREATION / SUNSET RACQUETBALL & FITNESS | 294.00    |
|         |                                | STAFF UNIFORMS               | RECREATION / SPRC                         | 67.50     |
|         |                                | STAFF UNIFORMS               | RECREATION / SUNSET RACQUETBALL & FITNESS | 67.50     |
|         |                                |                              | CHECK TOTAL                               | 723.00    |
| 75362   | TRIANGLE MECHANICAL SVC., INC. | HVAC REPAIRS                 | RECREATION / SPRC                         | 657.00    |
|         |                                | PREVENTATIVE MAINT-WHEELER   | CORPORATE / PARKS ADMINISTRATION          | 649.86    |
|         |                                | PREVENTATIVE MAINT-PFP       | CORPORATE / PARKS ADMINISTRATION          | 2,079.64  |
|         |                                | PREVENTATIVE MAINT-SUNSET    | RECREATION / REC ADMINISTRATION           | 5,402.50  |
|         |                                | PREVENTATIVE MAINT-SPRC      | RECREATION / SPRC                         | 2,970.91  |
|         |                                | PREVENTATIVE MAINT-MC POOL   | RECREATION / MILL CREEK POOL              | 297.09    |
|         |                                |                              | CHECK TOTAL                               | 12,057.00 |
| 75363   | ULINE                          | CUSTODIAN PLASTIC GLOVES     | RECREATION / REC ADMINISTRATION           | 254.38    |
|         |                                |                              | CHECK TOTAL                               | 254.38    |
| 75364   | FRANK VAN AELST & ASSOC INC    | ACCOUNTING SERVICES-FEBRUARY | RECREATION / REC ADMINISTRATION           | 425.00    |
|         |                                | ACCOUNTING SERVICES-FEBRUARY | CORPORATE / PARKS ADMINISTRATION          | 425.00    |
|         |                                |                              | CHECK TOTAL                               | 850.00    |
| 75365   | PREVENTATIVE MAINTENANCE SYS   | SAFETY LANE TEST             | CORPORATE / PARKS ADMINISTRATION          | 42.50     |
|         |                                | SAFETY LANE TEST             | CORPORATE / PARKS ADMINISTRATION          | 40.00     |
|         |                                |                              | CHECK TOTAL                               | 82.50     |
|         |                                |                              | WARRANT TOTAL                             | 32,099.73 |

## **Geneva Park District Board Meeting**

Superintendent of Finance and Personnel Report

Submitted by Christy Powell

March 15, 2021

### **Monthly Reports**

Attached is the February Investment Report, and Revenue & Expenditure Reports for your review.

### **PDRMA Health sends Checks to Health Member Agencies**

Due to the financial challenges PDRMA agencies have experienced since the start of the pandemic, PDRMA sent all health member agencies a check for a portion of the Health Program's net position. The PDRMA Board of Directors approved this in early 2021. The total return to all agencies is \$1 million and the amount calculated for each agency was based on a formula in the Health Program Procedures that incorporates the size of each member's annual contribution and the length of time each member has participated in PDRMA Health. The Geneva Park District received a check for \$18,573.05.

GENEVA PARK DISTRICT  
INVESTMENTS  
February 28, 2021

Blended Rate

0.50%

**General Account**

|                  |                          |    |                     |       |                         |         |    |                  |
|------------------|--------------------------|----|---------------------|-------|-------------------------|---------|----|------------------|
| Checking Account | Harris Bank Checking     | \$ | 257,290.74          | 0.20% | Upcoming Bond Payments: |         |    |                  |
| MM Acct.         | Harris Bank Money Market | \$ | 3,715,613.21        | 0.20% | S2014 ARB               | 6/15/21 | \$ | 61,370           |
|                  |                          | \$ | <b>3,972,903.95</b> |       | Ltd B&I 2021            | 6/15/21 | \$ | -                |
| <b>Total</b>     |                          |    |                     |       |                         |         |    | <b>\$ 61,370</b> |

|        |        |                            |           |                     |       |          |
|--------|--------|----------------------------|-----------|---------------------|-------|----------|
| CD     | 12 mos | State Bank of Geneva       | \$        | 71,778.18           | 0.75% | 06/09/21 |
| IPDLAF |        | IPDLAF                     | \$        | 10,368.49           | 0.03% |          |
| IMET   |        | Convenience Fund           |           | 2,192,162.49        | 0.25% |          |
| IMET   |        | 1-3 Year Fund              |           | 592,030.34          | 3.04% |          |
|        |        | <b>TOTAL</b>               | <b>\$</b> | <b>2,866,339.50</b> |       |          |
|        |        | <b>Grand Total General</b> | <b>\$</b> | <b>6,839,243.45</b> |       |          |

**Construction Account**

|                 |                      |    |                     |       |
|-----------------|----------------------|----|---------------------|-------|
| Harris Checking | Harris Bank Checking | \$ | 226,681.09          | 0.20% |
| Harris MM       | Harris Money Market  | \$ | 863,950.81          | 0.20% |
|                 |                      | \$ | <b>1,090,631.90</b> |       |

|        |                                 |           |                     |       |                              |
|--------|---------------------------------|-----------|---------------------|-------|------------------------------|
| CBA    | Harris Trust & Savings Bank     | \$        | 854,000.00          | 0.00% | Compensating Balance Account |
| CD     | State Bank of Geneva            | \$        | 9,591.51            | 0.75% | 06/09/20                     |
| IPDLAF | IPDLAF                          | \$        | 4,367.86            | 0.03% |                              |
| IMET   | Convenience Fund                |           | 6,464.80            | 0.25% |                              |
| IMET   | 1-3 Year Fund                   |           | 224,124.68          | 3.04% |                              |
|        | <b>SUBTOTAL</b>                 | <b>\$</b> | <b>1,098,548.85</b> |       |                              |
|        | <b>Grand Total Construction</b> | <b>\$</b> | <b>2,189,180.75</b> |       |                              |

**GPD/GSD304 Western Ave. Gym**

|    |       |                          |           |                  |       |          |
|----|-------|--------------------------|-----------|------------------|-------|----------|
| CD | 21 mo | U.S. Bank                | \$        | 142,977.51       | 0.20% | 06/14/22 |
|    |       | <b>GPD Portion of CD</b> | <b>\$</b> | <b>71,488.76</b> |       |          |

**GPD/GSD304 Harrison St. Gym**

|    |       |                          |           |                  |       |          |
|----|-------|--------------------------|-----------|------------------|-------|----------|
| CD | 21 mo | U.S. Bank                | \$        | 92,171.23        | 0.20% | 06/14/22 |
|    |       | <b>GPD Portion of CD</b> | <b>\$</b> | <b>46,085.62</b> |       |          |

Notes: All investments are fully collateralized (>110%) and/or covered by FDIC and/or invested in fully guaranteed US Back Government Securities per the Park District's Investment Policy.

Geneva Park District  
Revenue and Expenditure Report  
For February 28, 2021

Monthly % of Annual Budget

83%

|   | Feb<br>Actual       | YTD<br>Actual       | Annual<br>Budget    | % of<br>Budget |     |
|---|---------------------|---------------------|---------------------|----------------|-----|
| <b>GENERAL FUND REVENUES</b>                    |                     |                     |                     |                |     |
| Real Estate Taxes                               | \$ 8,040            | \$ 3,963,215        | \$ 3,890,000        | 102%           | (a) |
| Replacement Taxes                               | -                   | 27,399              | 30,000              | 91%            |     |
| Investment Income                               | (884)               | 14,258              | 6,500               | 219%           |     |
| Reimbursements                                  | 237                 | 15,750              | 8,500               | 185%           | (b) |
| Rentals & Leases                                | 100                 | 1,250               | 5,000               | 25%            |     |
| Peck Farm Receipts                              | 2                   | 14,414              | 26,000              | 55%            |     |
| Camp Coyote- Peck Farm Camp                     | -                   | -                   | 35,000              | 0%             | (c) |
| Camp Adventure - Peck Farm Camp                 | -                   | -                   | 18,000              | 0%             | (c) |
| Birthday Parties- Peck Farm                     | -                   | 150                 | 9,000               | 2%             |     |
| Learn from the Experts- Peck Farm               | 380                 | 12,000              | 9,000               | 133%           |     |
| Peck Farm General Programs                      | 157                 | 8,153               | 16,000              | 51%            |     |
| Community Garden                                | -                   | 6,462               | 5,000               | 129%           |     |
| Peck Farm School/Scout Groups                   | -                   | 72                  | 7,500               | 1%             |     |
| <b>Total Revenues</b>                           | <b>\$ 8,033</b>     | <b>\$ 4,063,123</b> | <b>\$ 4,065,500</b> | <b>100%</b>    |     |
| <b>GENERAL FUND EXPENDITURES</b>                |                     |                     |                     |                |     |
| Administration                                  | \$ 153,543          | \$ 2,339,220        | \$ 3,885,050        | 60%            |     |
| Peck Farm                                       | 3,646               | 64,533              | 115,750             | 56%            |     |
| Camp Coyote- Peck Farm Camp                     | -                   | -                   | 22,500              | 0%             |     |
| Camp Adventure- Peck Farm Camp                  | -                   | -                   | 11,350              | 0%             |     |
| Birthday Parties- Peck Farm                     | -                   | 58                  | 3,800               | 2%             |     |
| Learn from the Experts- Peck Farm               | 45                  | 176                 | 7,000               | 3%             |     |
| Peck Farm General Programs                      | -                   | 2,414               | 5,000               | 48%            |     |
| Community Garden                                | 74                  | 4,376               | 4,400               | 99%            |     |
| Peck Farm School/Scout Groups                   | -                   | -                   | 600                 | 0%             |     |
| Moore Spray Park                                | -                   | 4,840               | 10,050              | 48%            |     |
| <b>Total Expenditures</b>                       | <b>\$ 157,309</b>   | <b>\$ 2,415,616</b> | <b>\$ 4,065,500</b> | <b>59%</b>     |     |
| <b>Total General Fund Net Surplus (Deficit)</b> | <b>\$ (149,276)</b> | <b>\$ 1,647,507</b> | <b>\$ -</b>         | <b>n/a</b>     |     |

**Geneva Park District  
Revenue and Expenditure Report  
For February 28, 2021**

**Monthly % of Annual Budget**

**83%**

|  | Feb<br>Actual      | YTD<br>Actual       | Annual<br>Budget    | % of<br>Budget |     |
|--|--------------------|---------------------|---------------------|----------------|-----|
| <b>RECREATION FUND REVENUES</b>                    |                    |                     |                     |                |     |
| Real Estate Taxes                                  | \$ 3,263           | \$ 1,608,303        | \$ 1,575,000        | 102%           | (a) |
| Replacement Taxes                                  | -                  | 27,399              | 30,000              | 91%            |     |
| Investment Income                                  | (884)              | 14,258              | 6,500               | 219%           |     |
| Reimbursements                                     | -                  | 62,864              | -                   | 0%             | (b) |
| Public Information- Advertising & Sponsorships     | -                  | 10,534              | 14,000              | 75%            |     |
| Community Center Rentals                           | 313                | 3,700               | 9,000               | 41%            |     |
| General Recreation                                 | 726                | 45,845              | 234,500             | 20%            |     |
| Playhouse 38                                       | 90                 | 18,349              | 83,700              | 22%            |     |
| Preschool/ Toddler                                 | 43,232             | 256,722             | 385,000             | 67%            | (d) |
| Active Older Adults                                | 141                | (698)               | 28,000              | -2%            |     |
| Dance  | 889                | 39,342              | 132,850             | 30%            |     |
| Camps  | (190)              | 157,211             | 355,000             | 44%            | (c) |
| Contracted & Co-op                                 | 660                | 5,927               | 15,200              | 39%            |     |
| Special Events                                     | 9,780              | 36,283              | 75,100              | 48%            |     |
| Tennis   | -                  | 20,121              | 16,500              | 122%           |     |
| Tumbling/ Gymnastics/Cheerleading                  | 5,115              | 27,186              | 166,700             | 16%            |     |
| Baseball/ Softball                                 | -                  | 52,874              | 64,000              | 83%            |     |
| General Athletics                                  | 19,137             | 128,468             | 369,900             | 35%            |     |
| Sunset Racquetball & Fitness                       | 9,675              | 62,497              | 212,750             | 29%            |     |
| Pool   | -                  | 170,291             | 602,300             | 28%            | (e) |
| Mini Golf  | -                  | 73,702              | 98,500              | 75%            |     |
| After School Programs                              | 52,413             | 186,516             | 870,000             | 21%            | (f) |
| Scholarships                                       | -                  | 295                 | 7,000               | 4%             | (g) |
| SPRC   | 32,323             | 200,442             | 685,750             | 29%            |     |
| <b>Total Revenues</b>                              | <b>\$ 176,683</b>  | <b>\$ 3,208,430</b> | <b>\$ 6,037,250</b> | <b>53%</b>     |     |
| <b>RECREATION FUND EXPENDITURES</b>                |                    |                     |                     |                |     |
| Administration                                     | \$ 98,392          | \$ 1,660,928        | \$ 2,386,190        | 70%            |     |
| Public Information                                 | 2,648              | 35,328              | 144,500             | 24%            |     |
| Community Center Rentals                           | -                  | 248                 | 1,500               | 17%            |     |
| General Recreation                                 | 5,404              | 27,683              | 116,500             | 24%            |     |
| Playhouse 38                                       | 3,421              | 36,385              | 75,050              | 48%            |     |
| Preschool/ Toddler                                 | 18,831             | 159,892             | 351,400             | 46%            |     |
| Active Older Adults                                | -                  | (115)               | 19,000              | -1%            |     |
| Dance  | 1,215              | 7,456               | 67,450              | 11%            |     |
| Camps  | 521                | 135,099             | 273,600             | 49%            |     |
| Contracted & Co-op                                 | -                  | 200                 | 11,100              | 2%             |     |
| Special Events                                     | 8,059              | 22,058              | 52,875              | 42%            |     |
| Tennis   | -                  | 15,307              | 11,000              | 139%           |     |
| Tumbling/ Gymnastics/Cheerleading                  | 1,977              | 12,006              | 107,500             | 11%            |     |
| Baseball/ Softball                                 | 56                 | 17,354              | 26,450              | 66%            |     |
| General Athletics                                  | 12,611             | 48,703              | 236,425             | 21%            |     |
| Ice Rinks  | -                  | -                   | -                   | 0%             |     |
| Gymnasiums   | 1,513              | 18,405              | 52,500              | 35%            |     |
| Sunset Racquetball & Fitness                       | 9,823              | 81,187              | 139,560             | 58%            |     |
| Pool   | 2,797              | 248,940             | 575,900             | 43%            |     |
| Mini Golf  | 98                 | 35,672              | 37,500              | 95%            |     |
| After School Programs                              | 31,960             | 229,678             | 810,650             | 28%            |     |
| Scholarships                                       | -                  | 46                  | 7,000               | 1%             | (g) |
| SPRC   | 31,540             | 299,493             | 533,600             | 56%            |     |
| <b>Total Expenditures</b>                          | <b>\$ 230,867</b>  | <b>\$ 3,091,954</b> | <b>\$ 6,037,250</b> | <b>51%</b>     |     |
| <b>Total Recreation Fund Net Surplus (Deficit)</b> | <b>\$ (54,184)</b> | <b>\$ 116,476</b>   | <b>\$ -</b>         | <b>n/a</b>     |     |

Geneva Park District  
Revenue and Expenditure Report  
For February 28, 2021

Monthly % of Annual Budget

83%

|   | Feb<br>Actual | YTD<br>Actual     | Annual<br>Budget  | % of<br>Budget |     |
|---|---------------|-------------------|-------------------|----------------|-----|
| <b>LIABILITY FUND REVENUES</b>                    |               |                   |                   |                |     |
| Real Estate Taxes                                 | \$ 342        | \$ 168,428        | \$ 167,000        | 101%           | (a) |
| Replacement Taxes                                 | -             | 4,567             | 5,000             | 91%            |     |
| Investment Income                                 | 21            | 208               | 250               | 83%            |     |
| PDRMA Reimbursements                              | -             | 1,500             | 1,500             | 100%           |     |
| Transfers   | -             | -                 | 71,250            | 0%             |     |
| <b>Total Revenues</b>                             | <b>\$ 362</b> | <b>\$ 174,703</b> | <b>\$ 245,000</b> | <b>71%</b>     |     |
| <b>LIABILITY FUND EXPENDITURES</b>                |               |                   |                   |                |     |
| Liability Insurance                               | \$ -          | \$ 120,187        | \$ 165,000        | 73%            | (h) |
| State Unemployment                                | -             | -                 | 80,000            | 0%             |     |
| <b>Total Expenditures</b>                         | <b>\$ -</b>   | <b>\$ 120,187</b> | <b>\$ 245,000</b> | <b>49%</b>     |     |
| <b>Total Liability Fund Net Surplus (Deficit)</b> | <b>\$ 362</b> | <b>\$ 54,516</b>  | <b>\$ -</b>       | <b>n/a</b>     |     |

|  |                    |                    |                   |            |     |
|--|--------------------|--------------------|-------------------|------------|-----|
| <b>IMRF FUND REVENUES</b>                        |                    |                    |                   |            |     |
| Real Estate Taxes                                | \$ 369             | \$ 182,085         | \$ 180,000        | 101%       | (a) |
| Replacement Taxes                                | -                  | 16,440             | 18,000            | 91%        |     |
| Investment Income                                | 125                | 1,250              | 1,500             | 83%        |     |
| Transfer from Recreation Programs & Fund Balance | -                  | -                  | 130,500           | 0%         |     |
| <b>Total Revenues</b>                            | <b>\$ 494</b>      | <b>\$ 199,775</b>  | <b>\$ 330,000</b> | <b>61%</b> |     |
| <b>IMRF FUND EXPENDITURES</b>                    |                    |                    |                   |            |     |
| IMRF Expense                                     | \$ 21,075          | \$ 227,696         | \$ 330,000        | 69%        |     |
| <b>Total Expenditures</b>                        | <b>\$ 21,075</b>   | <b>\$ 227,696</b>  | <b>\$ 330,000</b> | <b>69%</b> |     |
| <b>Total IMRF Fund Net Surplus (Deficit)</b>     | <b>\$ (20,581)</b> | <b>\$ (27,921)</b> | <b>\$ -</b>       | <b>n/a</b> |     |

|   |              |                  |                  |             |     |
|---|--------------|------------------|------------------|-------------|-----|
| <b>AUDIT FUND REVENUES</b>                    |              |                  |                  |             |     |
| Real Estate Taxes                             | \$ 22        | \$ 10,709        | \$ 10,100        | 106%        | (a) |
| Replacement Taxes                             | \$ -         | \$ 2,740         | \$ 3,000         | 91%         |     |
| Transfer from Fund Balance                    | -            | -                | -                | n/a         |     |
| <b>Total Revenues</b>                         | <b>\$ 22</b> | <b>\$ 13,449</b> | <b>\$ 13,100</b> | <b>103%</b> |     |
| <b>AUDIT FUND EXPENDITURES</b>                |              |                  |                  |             |     |
| Audit Expense                                 | \$ -         | \$ 13,100        | \$ 13,100        | 100%        |     |
| <b>Total Expenditures</b>                     | <b>\$ -</b>  | <b>\$ 13,100</b> | <b>\$ 13,100</b> | <b>100%</b> |     |
| <b>Total Audit Fund Net Surplus (Deficit)</b> | <b>\$ 22</b> | <b>\$ 349</b>    | <b>\$ -</b>      | <b>n/a</b>  |     |

|   |                    |                   |                   |             |     |
|---|--------------------|-------------------|-------------------|-------------|-----|
| <b>SOCIAL SECURITY FUND REVENUES</b>                    |                    |                   |                   |             |     |
| Real Estate Taxes                                       | \$ 717             | \$ 353,477        | \$ 323,500        | 109%        | (a) |
| Replacement Taxes                                       | -                  | 11,873            | 13,000            | 91%         |     |
| Investment Income                                       | 208                | 2,083             | 2,500             | 83%         |     |
| Transfer from Recreation Programs                       | -                  | -                 | 25,000            | 0%          |     |
| Transfer from Fund Balance                              | -                  | -                 | -                 | 0%          |     |
| <b>Total Revenues</b>                                   | <b>\$ 925</b>      | <b>\$ 367,433</b> | <b>\$ 364,000</b> | <b>101%</b> |     |
| <b>SOCIAL SECURITY FUND EXPENDITURES</b>                |                    |                   |                   |             |     |
| FICA/ Medicare  | \$ 19,589          | \$ 227,837        | \$ 364,000        | 63%         |     |
| <b>Total Expenditures</b>                               | <b>\$ 19,589</b>   | <b>\$ 227,837</b> | <b>\$ 364,000</b> | <b>63%</b>  |     |
| <b>Total Social Security Fund Net Surplus (Deficit)</b> | <b>\$ (18,664)</b> | <b>\$ 139,597</b> | <b>\$ -</b>       | <b>n/a</b>  |     |

Geneva Park District  
Revenue and Expenditure Report  
For February 28, 2021

Monthly % of Annual Budget

83%

|   | Feb<br>Actual       | YTD<br>Actual       | Annual<br>Budget    | % of<br>Budget |     |
|---|---------------------|---------------------|---------------------|----------------|-----|
| <b>FVSRA FUND REVENUES</b>                                  |                     |                     |                     |                |     |
| Real Estate Taxes   | \$ 1,154            | \$ 568,797          | \$ 560,000          | 102%           |     |
| Transfer from Fund Balance                                  | -                   | -                   | 200,000             | 0%             | (a) |
| <b>Total Revenues</b>                                       | <b>\$ 1,154</b>     | <b>\$ 568,797</b>   | <b>\$ 760,000</b>   | <b>75%</b>     |     |
| <b>FVSRA FUND EXPENDITURES</b>                              |                     |                     |                     |                |     |
| Contractual Services  | \$ 558              | \$ 14,350           | \$ 55,000           | 26%            |     |
| ADA Structural Improvements                                 | 39,397              | 304,429             | 442,547             | 69%            |     |
| FVSRA- Program Payments                                     | -                   | 262,453             | 262,453             | 100%           | (i) |
| <b>Total Expenditures</b>                                   | <b>\$ 39,955</b>    | <b>\$ 581,232</b>   | <b>\$ 760,000</b>   | <b>76%</b>     |     |
| <b>Total FVSRA Fund Net Surplus (Deficit)</b>               | <b>\$ (38,801)</b>  | <b>\$ (12,435)</b>  | <b>\$ -</b>         | <b>n/a</b>     |     |
| <b>BOND &amp; INTEREST FUND REVENUES</b>                    |                     |                     |                     |                |     |
| Real Estate Taxes   | \$ 1,711            | \$ 843,495          | \$ 836,927          | 101%           | (a) |
| <b>Total Revenues</b>                                       | <b>\$ 1,711</b>     | <b>\$ 843,495</b>   | <b>\$ 836,927</b>   | <b>101%</b>    |     |
| <b>BOND &amp; INTEREST FUND EXPENDITURES</b>                |                     |                     |                     |                |     |
| Bond Payments   | \$ -                | \$ 836,927          | \$ 836,927          | 100%           | (j) |
| <b>Total Expenditures</b>                                   | <b>\$ -</b>         | <b>\$ 836,927</b>   | <b>\$ 836,927</b>   | <b>100%</b>    |     |
| <b>Total Bond &amp; Interest Fund Net Surplus (Deficit)</b> | <b>\$ 1,711</b>     | <b>\$ 6,568</b>     | <b>\$ -</b>         | <b>n/a</b>     |     |
| <b>CONSTRUCTION FUND REVENUES</b>                           |                     |                     |                     |                |     |
| Reimbursements  | \$ -                | \$ 7,364            | \$ 75,000           | 10%            |     |
| Bond Issue  | 1,707,160           | 1,707,160           | 1,647,098           | 104%           |     |
| Farming Revenue   | -                   | 1,400               | 1,000               | 140%           |     |
| Grant Revenue   | -                   | 168,994             | 200,000             | 84%            |     |
| Donations   | -                   | 8,000               | 10,000              | 80%            |     |
| Land Cash Revenue   | 24,668              | 87,247              | 50,000              | 174%           |     |
| Investment Income   | (829)               | 28,302              | 10,000              | 283%           |     |
| Audit Transfer  | -                   | -                   | 1,400,000           | 0%             |     |
| <b>Total Revenues</b>                                       | <b>\$ 1,730,999</b> | <b>\$ 2,008,467</b> | <b>\$ 3,393,098</b> | <b>59%</b>     |     |
| <b>CONSTRUCTION FUND EXPENDITURES</b>                       |                     |                     |                     |                |     |
| Planning/ Architect/ Engineering                            | \$ 6,326            | \$ 65,407           | \$ 342,000          | 19%            |     |
| Buildings & Improvements                                    | -                   | 238,373             | 795,000             | 30%            |     |
| Parks/ Playground Improvements/ Acquisitions                | 7,412               | 1,185,523           | 2,613,139           | 45%            |     |
| Landscaping & Groundskeeping                                | -                   | 16,066              | 50,000              | 32%            |     |
| Operating Equipment & Vehicles                              | 1,249               | 150,095             | 220,021             | 68%            |     |
| Recreation Equipment/ Repairs                               | -                   | -                   | 3,000               | 0%             |     |
| Emergency Repairs/ Replacements                             | 3,700               | 14,179              | 81,090              | 17%            |     |
| <b>Total Expenditures</b>                                   | <b>\$ 18,688</b>    | <b>\$ 1,669,643</b> | <b>\$ 4,104,250</b> | <b>41%</b>     |     |
| <b>Total Construction Fund Net Surplus (Deficit)</b>        | <b>\$ 1,712,311</b> | <b>\$ 338,825</b>   | <b>\$ (711,152)</b> | <b>n/a</b>     |     |

(a) Majority of real estate taxes are received in the months of June and September.

(b) Unbudgeted Kane County Coronavirus Relief Funds are included in reimbursements for the General and Recreation Fund. Two of two payments have been received.

(c) All camp revenue collected in Mar & Apr of 2020, the prior fiscal year, for camps held in the Summer of 2020 have been accrued and recognized as revenue in May 2020. Likewise, revenue collected in Mar & Apr 2021 will be deferred until FY2021-22.

(d) Program revenue for the Preschool program is received during the school year Sep - May. Whereas expenditures remain level throughout the year.

(e) Pool Membership Pass revenue collected in Mar & Apr of 2020, the prior fiscal year, for Summer 2020 have been accrued and recognized as revenue. Likewise, membership pass revenue collected in Mar & Apr of 2021 will be deferred until FY2021-22.

(f) Revenue for the before and after school program is received during the school year Sep thru Apr.

(g) A large majority of this revenue is received from proceeds from the Harvest Hustle. Expenditures are recorded thru out the year to reflect program expense whereby scholarship participants have participated throughout the year.

(h) Payments for liability insurance are made on a quarterly basis in the months of July, October, January and April



Geneva Park District  
Revenue and Expenditure Report  
For February 28, 2021

Monthly % of Annual Budget 83%

|  | Feb<br>Actual | YTD<br>Actual | Annual<br>Budget | % of<br>Budget |
|--|---------------|---------------|------------------|----------------|
|--|---------------|---------------|------------------|----------------|

- (i) FVSRA payments are scheduled to be made in the months of June and November.  
(j) Bond payments are made in the months of June and December.

GENEVA PARK DISTRICT  
DETAILED REVENUE & EXPENSE REPORT  
MONTH ACTUAL W/FYTD AND FY BUDGET W/\$ REMAINING

| FUND: RECREATION                        |                                |                    |                                 |                          |                 |
|---|--------------------------------|--------------------|---------------------------------|--------------------------|-----------------|
| FOR 10 PERIODS ENDING FEBRUARY 28, 2021 |                                |                    |                                 |                          |                 |
| ACCOUNT<br>NUMBER                       | DESCRIPTION                    | FEBRUARY<br>ACTUAL | FISCAL<br>YEAR-TO-DATE<br>ACUAL | FISCAL<br>YEAR<br>BUDGET | \$<br>REMAINING |
| -----                                   |                                |                    |                                 |                          |                 |
| PLAYHOUSE 38                            |                                |                    |                                 |                          |                 |
| REVENUES                                |                                |                    |                                 |                          |                 |
| RECEIPTS                                |                                |                    |                                 |                          |                 |
| 02-2313-4-0000-11                       | PROGRAM FEES                   | 90.00              | 14,994.25                       | 46,000.00                | 31,005.75       |
| 02-2313-4-0000-23                       | TICKET SALES                   | 0.00               | 3,142.60                        | 33,500.00                | 30,357.40       |
| 02-2313-4-0000-39                       | SPONSORSHIP / ADVERTISING FEES | 0.00               | 0.00                            | 1,000.00                 | 1,000.00        |
| 02-2313-4-0000-77                       | CONCESSIONS                    | 0.00               | 212.00                          | 3,200.00                 | 2,988.00        |
|   |                                | -----              |                                 |                          |                 |
| TOTAL RECEIPTS                          |                                | 90.00              | 18,348.85                       | 83,700.00                | 65,351.15       |
|   |                                |                    |                                 |                          |                 |
| SALARIES & WAGES                        |                                |                    |                                 |                          |                 |
| 02-2313-5-0000-10                       | SALARIES & WAGES               | 1,086.48           | 10,956.21                       | 28,000.00                | 17,043.79       |
|   |                                | -----              |                                 |                          |                 |
| TOTAL SALARIES & WAGES                  |                                | 1,086.48           | 10,956.21                       | 28,000.00                | 17,043.79       |
|   |                                |                    |                                 |                          |                 |
| CONTRACTUAL SERVICES                    |                                |                    |                                 |                          |                 |
| 02-2313-6-0000-05                       | WATER & SEWER                  | 0.00               | 0.00                            | 0.00                     | 0.00            |
| 02-2313-6-0000-06                       | NATURAL GAS                    | 87.90              | 466.01                          | 700.00                   | 233.99          |
| 02-2313-6-0000-07                       | ELECTRIC                       | 46.30              | 667.20                          | 1,500.00                 | 832.80          |
| 02-2313-6-0000-09                       | ADVERTISING & PRINTING         | 0.00               | 0.00                            | 250.00                   | 250.00          |
| 02-2313-6-0000-11                       | PROFESSIONAL SERVICES          | 82.15              | 1,874.29                        | 11,000.00                | 9,125.71        |
| 02-2313-6-0000-12                       | RENTAL FEES                    | 2,118.00           | 21,180.00                       | 25,500.00                | 4,320.00        |
|   |                                | -----              |                                 |                          |                 |
| TOTAL CONTRACTUAL SERVICES              |                                | 2,334.35           | 24,187.50                       | 38,950.00                | 14,762.50       |
|   |                                |                    |                                 |                          |                 |
| COMMODITIES                             |                                |                    |                                 |                          |                 |
| 02-2313-7-0000-01                       | OFFICE SUPPLIES                | 0.00               | 0.00                            | 0.00                     | 0.00            |
| 02-2313-7-0000-18                       | CLOTHING                       | 0.00               | 0.00                            | 100.00                   | 100.00          |
| 02-2313-7-0000-25                       | PROGRAM OPERATING SUPPLIES     | 0.00               | 1,225.11                        | 6,500.00                 | 5,274.89        |
| 02-2313-7-0000-28                       | CONCESSION SUPPLIES            | 0.00               | 16.67                           | 1,500.00                 | 1,483.33        |
|   |                                | -----              |                                 |                          |                 |
| TOTAL COMMODITIES                       |                                | 0.00               | 1,241.78                        | 8,100.00                 | 6,858.22        |
|   |                                |                    |                                 |                          |                 |
| MAINTENANCE / CAPITAL                   |                                |                    |                                 |                          |                 |
| 02-2313-8-0000-23                       | EQUIPMENT                      | 0.00               | 0.00                            | 0.00                     | 0.00            |
|   |                                | -----              |                                 |                          |                 |
| TOTAL MAINTENANCE / CAPITAL             |                                | 0.00               | 0.00                            | 0.00                     | 0.00            |
|   |                                |                    |                                 |                          |                 |
| TOTAL REVENUES: PLAYHOUSE 38            |                                | 90.00              | 18,348.85                       | 83,700.00                | 65,351.15       |
|   |                                |                    |                                 |                          |                 |
| EXPENSES                                |                                |                    |                                 |                          |                 |
|   |                                |                    |                                 |                          |                 |
| DEPT. SUMMARY:                          |                                |                    |                                 |                          |                 |
| TOTAL REVENUE                           |                                | 90.00              | 18,348.85                       | 83,700.00                | 65,351.15       |
| TOTAL EXPENSE                           |                                | 3,420.83           | 36,385.49                       | 75,050.00                | 38,664.51       |
| NET SURPLUS (DEFICIT)                   |                                | (3,330.83)         | (18,036.64)                     | 8,650.00                 | 26,686.64       |

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GENEVA PARK DISTRICT  
DETAILED REVENUE & EXPENSE REPORT  
MONTH ACTUAL W/FYTD AND FY BUDGET W/\$ REMAINING

| FUND: RECREATION                        |             |                    |                                 |                          |                 |
|---|-------------|--------------------|---------------------------------|--------------------------|-----------------|
| FOR 10 PERIODS ENDING FEBRUARY 28, 2021 |             |                    |                                 |                          |                 |
| ACCOUNT<br>NUMBER                       | DESCRIPTION | FEBRUARY<br>ACTUAL | FISCAL<br>YEAR-TO-DATE<br>ACUAL | FISCAL<br>YEAR<br>BUDGET | \$<br>REMAINING |
| -----                                   |             |                    |                                 |                          |                 |
| TOTAL FUND REVENUES                     |             | 90.00              | 18,348.85                       | 83,700.00                | 65,351.15       |
| TOTAL FUND EXPENSES                     |             | 3,420.83           | 36,385.49                       | 75,050.00                | 38,664.51       |
| FUND SURPLUS (DEFICIT)                  |             | (3,330.83)         | (18,036.64)                     | 8,650.00                 | 26,686.64       |

PAGE: 1  
F-YR: 21

GENEVA PARK DISTRICT  
SUMMARIZED REVENUE & EXPENSE REPORT

FUND: CORPORATE  
FOR 10 PERIODS ENDING 28, 2021

| ACCOUNT<br>NUMBER   | DESCRIPTION                         | FEBRUARY<br>ACTUAL | FISCAL<br>YEAR-TO-DATE<br>ACUAL | FISCAL<br>YEAR<br>BUDGET | \$<br>REMAINING |
|---------------------|-------------------------------------|--------------------|---------------------------------|--------------------------|-----------------|
| GENERAL RECREATION  |                                     |                    |                                 |                          |                 |
|                     | SALARIES / WAGES                    | 3,622              | 33,886                          | 95,166                   | 61,280          |
|                     | CONTRACTUAL SERVICES                | 5,201              | 28,794                          | 54,416                   | 25,621          |
|                     | COMMODITIES                         | 0                  | 1,387                           | 10,041                   | 8,653           |
|                     | MAINTENANCE / CAPITAL INVEST.       | 0                  | 0                               | 0                        | 0               |
|                     | TOTAL EXPENSES: GENERAL RECREATION  | 8,824              | 64,068                          | 159,624                  | 95,556          |
|                     | NET SURPLUS (DEFICIT)               | (8,008)            | 125                             | 105,541                  | 105,416         |
| PRESCHOOL           |                                     |                    |                                 |                          |                 |
|                     | REVENUES                            |                    |                                 |                          |                 |
|                     | RECEIPTS                            | 43,232             | 256,722                         | 320,833                  | 64,111          |
|                     | EXPENSES                            |                    |                                 |                          |                 |
|                     | SALARIES / WAGES                    | 18,080             | 151,871                         | 256,666                  | 104,795         |
|                     | CONTRACTUAL SERVICES                | 723                | 4,678                           | 29,999                   | 25,321          |
|                     | COMMODITIES                         | 27                 | 3,319                           | 5,666                    | 2,347           |
|                     | MAINTENANCE / CAPITAL INVEST.       | 0                  | 22                              | 499                      | 477             |
|                     | TOTAL EXPENSES: PRESCHOOL           | 18,830             | 159,892                         | 292,833                  | 132,941         |
|                     | NET SURPLUS (DEFICIT)               | 24,401             | 96,830                          | 28,000                   | (68,829)        |
| ACTIVE OLDER ADULTS |                                     |                    |                                 |                          |                 |
|                     | REVENUES                            |                    |                                 |                          |                 |
|                     | RECEIPTS                            | 141                | (698)                           | 23,333                   | 24,031          |
|                     | EXPENSES                            |                    |                                 |                          |                 |
|                     | SALARIES / WAGES                    | 0                  | 60                              | 5,833                    | 5,773           |
|                     | CONTRACTUAL SERVICES                | 0                  | (175)                           | 9,999                    | 10,174          |
|                     | COMMODITIES                         | 0                  | 0                               | 0                        | 0               |
|                     | TOTAL EXPENSES: ACTIVE OLDER ADULTS | 0                  | (115)                           | 15,833                   | 15,948          |
|                     | NET SURPLUS (DEFICIT)               | 141                | (583)                           | 7,500                    | 8,083           |
| DANCE               |                                     |                    |                                 |                          |                 |
|                     | REVENUES                            |                    |                                 |                          |                 |
|                     | RECEIPTS                            | 889                | 39,341                          | 110,708                  | 71,366          |
|                     | EXPENSES                            |                    |                                 |                          |                 |
|                     | SALARIES / WAGES                    | 1,215              | 7,538                           | 28,083                   | 20,545          |
|                     | CONTRACTUAL SERVICES                | 0                  | 0                               | 5,999                    | 0               |
|                     | COMMODITIES                         | 0                  | (81)                            | 22,124                   | 22,206          |
|                     | TOTAL EXPENSES: DANCE               | 1,215              | 7,456                           | 56,208                   | 48,751          |
|                     | NET SURPLUS (DEFICIT)               | (326)              | 31,885                          | 54,500                   | 22,614          |
| CAMPS               |                                     |                    |                                 |                          |                 |
|                     | REVENUES                            |                    |                                 |                          |                 |
|                     | RECEIPTS                            | (190)              | 157,211                         | 295,833                  | 138,622         |
|                     | EXPENSES                            |                    |                                 |                          |                 |

FUND: CORPORATE  
FOR 10 PERIODS ENDING 28, 2021

| ACCOUNT<br>NUMBER | DESCRIPTION            | FEBRUARY<br>ACTUAL | FISCAL<br>YEAR-TO-DATE<br>ACUAL | FISCAL<br>YEAR<br>BUDGET | \$<br>REMAINING |
|-------------------|------------------------|--------------------|---------------------------------|--------------------------|-----------------|
| -----             |                        |                    |                                 |                          |                 |
| CAMPS             |                        |                    |                                 |                          |                 |
|                   | SALARIES / WAGES       | 520                | 131,303                         | 174,999                  | 43,696          |
|                   | CONTRACTUAL SERVICES   | 0                  | 0                               | 42,791                   | 0               |
|                   | COMMODITIES            | 0                  | 3,472                           | 10,208                   | 6,735           |
|                   | TOTAL EXPENSES: CAMPS  | 520                | 134,775                         | 227,999                  | 93,224          |
|                   | NET SURPLUS (DEFICIT)  | (710)              | 22,435                          | 67,833                   | 45,397          |
| -----             |                        |                    |                                 |                          |                 |
| CONTRACTED        |                        |                    |                                 |                          |                 |
|                   | REVENUES               |                    |                                 |                          |                 |
|                   | RECEIPTS               | 660                | 4,986                           | 10,166                   | 5,179           |
|                   | EXPENSES               |                    |                                 |                          |                 |
|                   | CONTRACTUAL SERVICES   | 0                  | 0                               | 6,833                    | 0               |
|                   | NET SURPLUS (DEFICIT)  | 660                | 4,986                           | 3,333                    | (1,653)         |
| -----             |                        |                    |                                 |                          |                 |
| CO-OPS            |                        |                    |                                 |                          |                 |
|                   | REVENUES               |                    |                                 |                          |                 |
|                   | RECEIPTS               | 0                  | 940                             | 2,500                    | 1,560           |
|                   | RECEIPTS               | 0                  | 940                             | 2,500                    | 1,560           |
|                   | EXPENSES               |                    |                                 |                          |                 |
|                   | CONTRACTUAL SERVICES   | 0                  | 524                             | 2,416                    | 1,892           |
|                   | TOTAL EXPENSES: CO-OPS | 0                  | 524                             | 2,416                    | 1,892           |
|                   | NET SURPLUS (DEFICIT)  | 0                  | 416                             | 83                       | (332)           |
| -----             |                        |                    |                                 |                          |                 |
| SPECIAL EVENTS    |                        |                    |                                 |                          |                 |
|                   | REVENUES               |                    |                                 |                          |                 |
|                   | RECEIPTS               | 9,780              | 36,283                          | 62,583                   | 26,300          |
|                   | RECEIPTS               | 9,780              | 36,283                          | 62,583                   | 26,300          |
|                   | SALARIES / WAGES       | 0                  | 0                               | 1,249                    | 0               |
|                   | CONTRACTUAL SERVICES   | 1,906              | 7,029                           | 15,124                   | 8,095           |
|                   | COMMODITIES            | 6,152              | 15,028                          | 26,687                   | 11,659          |
|                   | --- UNDEFINED CODE --- | 0                  | 0                               | 1,000                    | 0               |
|                   | NET SURPLUS (DEFICIT)  | 1,721              | 14,225                          | 18,520                   | 4,295           |
| -----             |                        |                    |                                 |                          |                 |
| TENNIS            |                        |                    |                                 |                          |                 |
|                   | REVENUES               |                    |                                 |                          |                 |
|                   | RECEIPTS               | 0                  | 20,120                          | 13,750                   | (6,370)         |
|                   | RECEIPTS               | 0                  | 20,120                          | 13,750                   | (6,370)         |
|                   | EXPENSES               |                    |                                 |                          |                 |

GENEVA PARK DISTRICT  
SUMMARIZED REVENUE & EXPENSE REPORT

FUND: CORPORATE  
FOR 10 PERIODS ENDING 28, 2021

| ACCOUNT<br>NUMBER   | DESCRIPTION                         | FEBRUARY<br>ACTUAL | FISCAL<br>YEAR-TO-DATE<br>ACUAL | FISCAL<br>YEAR<br>BUDGET | \$<br>REMAINING |
|---------------------|-------------------------------------|--------------------|---------------------------------|--------------------------|-----------------|
| -----               |                                     |                    |                                 |                          |                 |
| TENNIS              |                                     |                    |                                 |                          |                 |
|                     | SALARIES / WAGES                    | 0                  | 0                               | 0                        | 0               |
|                     | CONTRACTUAL SERVICES                | 0                  | 15,306                          | 9,166                    | (6,140)         |
|                     | TOTAL EXPENSES: TENNIS              | 0                  | 15,306                          | 9,166                    | (6,140)         |
|                     | NET SURPLUS (DEFICIT)               | 0                  | 4,813                           | 4,583                    | (230)           |
| -----               |                                     |                    |                                 |                          |                 |
| GYMNASTICS/TUMBLING |                                     |                    |                                 |                          |                 |
|                     | REVENUES                            |                    |                                 |                          |                 |
|                     | RECEIPTS                            | 5,115              | 27,185                          | 138,916                  | 111,730         |
|                     | RECEIPTS                            | 5,115              | 27,185                          | 138,916                  | 111,730         |
|                     | EXPENSES                            |                    |                                 |                          |                 |
|                     | SALARIES / WAGES                    | 1,977              | 11,755                          | 76,666                   | 64,911          |
|                     | CONTRACTUAL SERVICES                | 0                  | 0                               | 8,166                    | 0               |
|                     | COMMODITIES                         | 0                  | 250                             | 4,333                    | 4,082           |
|                     | MAINTENANCE / CAPITAL INVEST.       | 0                  | 0                               | 416                      | 0               |
|                     | TOTAL EXPENSES: GYMNASTICS/TUMBLING | 1,977              | 12,006                          | 89,583                   | 77,577          |
|                     | NET SURPLUS (DEFICIT)               | 3,137              | 15,179                          | 49,333                   | 34,153          |
| -----               |                                     |                    |                                 |                          |                 |
| BASEBALL & SOFTBALL |                                     |                    |                                 |                          |                 |
|                     | REVENUES                            |                    |                                 |                          |                 |
|                     | RECEIPTS                            | 0                  | 52,874                          | 53,333                   | 459             |
|                     | RECEIPTS                            | 0                  | 52,874                          | 53,333                   | 459             |
|                     | EXPENSES                            |                    |                                 |                          |                 |
|                     | SALARIES / WAGES                    | 0                  | 2,482                           | 3,333                    | 850             |
|                     | CONTRACTUAL SERVICES                | 56                 | 6,277                           | 7,583                    | 1,305           |
|                     | COMMODITIES                         | 0                  | 8,594                           | 11,124                   | 2,530           |
|                     | EQUIPMENT REPAIR                    | 0                  | 0                               | 0                        | 0               |
|                     | TOTAL EXPENSES: BASEBALL & SOFTBALL | 56                 | 17,354                          | 22,041                   | 4,687           |
|                     | NET SURPLUS (DEFICIT)               | (56)               | 35,519                          | 31,291                   | (4,227)         |
| -----               |                                     |                    |                                 |                          |                 |
| GENERAL ATHLETICS   |                                     |                    |                                 |                          |                 |
|                     | REVENUES                            |                    |                                 |                          |                 |
|                     | RECEIPTS                            | 19,137             | 128,467                         | 308,249                  | 179,782         |
|                     | RECEIPTS                            | 19,137             | 128,467                         | 308,249                  | 179,782         |
|                     | EXPENSES                            |                    |                                 |                          |                 |
|                     | SALARIES / WAGES                    | 584                | 5,682                           | 44,416                   | 38,733          |
|                     | CONTRACTUAL SERVICES                | 11,104             | 42,041                          | 146,374                  | 104,333         |

GENEVA PARK DISTRICT  
SUMMARIZED REVENUE & EXPENSE REPORT

FUND: CORPORATE  
FOR 10 PERIODS ENDING 28, 2021

| ACCOUNT<br>NUMBER                 | DESCRIPTION | FEBRUARY<br>ACTUAL | FISCAL<br>YEAR-TO-DATE<br>ACUAL | FISCAL<br>YEAR<br>BUDGET | \$<br>REMAINING |
|-----------------------------------|-------------|--------------------|---------------------------------|--------------------------|-----------------|
| -----                             |             |                    |                                 |                          |                 |
| GENERAL ATHLETICS                 |             |                    |                                 |                          |                 |
| COMMODITIES                       |             | 921                | 978                             | 6,229                    | 5,250           |
| TOTAL EXPENSES: GENERAL ATHLETICS |             | 12,611             | 48,703                          | 197,020                  | 148,317         |
| NET SURPLUS (DEFICIT)             |             | 6,526              | 79,764                          | 111,229                  | 31,465          |
| -----                             |             |                    |                                 |                          |                 |
| ICE RINKS                         |             |                    |                                 |                          |                 |
| EXPENSES                          |             |                    |                                 |                          |                 |
| SALARIES / WAGES                  |             | 0                  | 0                               | 0                        | 0               |
| COMMODITIES                       |             | 0                  | 0                               | 0                        | 0               |
| TOTAL EXPENSES: ICE RINKS         |             | 0                  | 0                               | 0                        | 0               |
| NET SURPLUS (DEFICIT)             |             | 0                  | 0                               | 0                        | 0               |
| -----                             |             |                    |                                 |                          |                 |
| GYMNASIUMS                        |             |                    |                                 |                          |                 |
| EXPENSES                          |             |                    |                                 |                          |                 |
| SALARIES / WAGES                  |             | 1,512              | 18,404                          | 24,166                   | 5,762           |
| CONTRACTUAL SERVICES              |             | 0                  | 0                               | 19,583                   | 0               |
| TOTAL EXPENSES: GYMNASIUMS        |             | 1,512              | 18,404                          | 43,749                   | 25,345          |
| NET SURPLUS (DEFICIT)             |             | (1,512)            | (18,404)                        | (43,749)                 | (25,345)        |
| -----                             |             |                    |                                 |                          |                 |
| FITNESS CENTER                    |             |                    |                                 |                          |                 |
| REVENUES                          |             |                    |                                 |                          |                 |
| RECEIPTS                          |             | 9,675              | 62,497                          | 177,291                  | 114,794         |
| RECEIPTS                          |             | 9,675              | 62,497                          | 177,291                  | 114,794         |
| EXPENSES                          |             |                    |                                 |                          |                 |
| SALARIES / WAGES                  |             | 6,842              | 55,808                          | 70,416                   | 14,607          |
| CONTRACTUAL SERVICES              |             | 1,703              | 19,909                          | 30,512                   | 10,603          |
| COMMODITIES                       |             | 360                | 2,240                           | 9,120                    | 6,880           |
| MAINTENANCE / CAPITAL INVEST.     |             | 916                | 3,228                           | 6,249                    | 3,021           |
| TOTAL EXPENSES: FITNESS CENTER    |             | 9,823              | 81,186                          | 116,299                  | 35,112          |
| NET SURPLUS (DEFICIT)             |             | (148)              | (18,689)                        | 60,991                   | 79,681          |
| -----                             |             |                    |                                 |                          |                 |
| POOL                              |             |                    |                                 |                          |                 |
| REVENUES                          |             |                    |                                 |                          |                 |
| RECEIPTS                          |             | 0                  | 170,291                         | 501,916                  | 331,625         |
| RECEIPTS                          |             | 0                  | 170,291                         | 501,916                  | 331,625         |
| EXPENSES                          |             |                    |                                 |                          |                 |
| SALARIES / WAGES                  |             | 0                  | 157,556                         | 333,499                  | 175,943         |
| CONTRACTUAL SERVICES              |             | 2,727              | 69,018                          | 84,541                   | 15,522          |



GENEVA PARK DISTRICT  
SUMMARIZED REVENUE & EXPENSE REPORT

FUND: CORPORATE  
FOR 10 PERIODS ENDING 28, 2021

| ACCOUNT<br>NUMBER     | DESCRIPTION                           | FEBRUARY<br>ACTUAL | FISCAL<br>YEAR-TO-DATE<br>ACUAL | FISCAL<br>YEAR<br>BUDGET | \$<br>REMAINING |
|-----------------------|---------------------------------------|--------------------|---------------------------------|--------------------------|-----------------|
| -----                 |                                       |                    |                                 |                          |                 |
| POOL                  |                                       |                    |                                 |                          |                 |
|                       | COMMODITIES                           | 0                  | 18,848                          | 55,291                   | 36,443          |
|                       | MAINTENANCE / CAPITAL INVEST.         | 68                 | 3,515                           | 6,583                    | 3,067           |
|                       | TOTAL EXPENSES: POOL                  | 2,796              | 248,939                         | 479,916                  | 230,976         |
|                       | NET SURPLUS (DEFICIT)                 | (2,796)            | (78,648)                        | 22,000                   | 100,648         |
| -----                 |                                       |                    |                                 |                          |                 |
| MINI GOLF             |                                       |                    |                                 |                          |                 |
| REVENUES              |                                       |                    |                                 |                          |                 |
|                       | RECEIPTS                              | 0                  | 73,702                          | 82,083                   | 8,381           |
|                       | RECEIPTS                              | 0                  | 73,702                          | 82,083                   | 8,381           |
| EXPENSES              |                                       |                    |                                 |                          |                 |
|                       | SALARIES / WAGES                      | 0                  | 31,107                          | 21,958                   | (9,148)         |
|                       | CONTRACTUAL SERVICES                  | 98                 | 3,104                           | 2,541                    | (562)           |
|                       | COMMODITIES                           | 0                  | 1,364                           | 6,541                    | 5,176           |
|                       | MAINTENANCE / CAPITAL INVEST.         | 0                  | 96                              | 208                      | 112             |
|                       | TOTAL EXPENSES: MINI GOLF             | 98                 | 35,672                          | 31,249                   | (4,422)         |
|                       | NET SURPLUS (DEFICIT)                 | (98)               | 38,029                          | 50,833                   | 12,803          |
| -----                 |                                       |                    |                                 |                          |                 |
| AFTER SCHOOL PROGRAMS |                                       |                    |                                 |                          |                 |
| REVENUES              |                                       |                    |                                 |                          |                 |
|                       | RECEIPTS                              | 52,413             | 186,811                         | 730,833                  | 544,022         |
|                       | RECEIPTS                              | 52,413             | 186,811                         | 730,833                  | 544,022         |
| EXPENSES              |                                       |                    |                                 |                          |                 |
|                       | SALARIES/WAGES                        | 23,847             | 139,854                         | 342,916                  | 203,062         |
|                       | CONTRACTUAL SERVICES                  | 7,205              | 83,730                          | 291,666                  | 207,935         |
|                       | COMMODITIES                           | 851                | 6,036                           | 38,958                   | 32,921          |
|                       | MAINTENANCE/CAPITAL INVESTMTS         | 56                 | 102                             | 7,833                    | 7,730           |
|                       | TOTAL EXPENSES: AFTER SCHOOL PROGRAMS | 31,960             | 229,724                         | 681,374                  | 451,650         |
|                       | NET SURPLUS (DEFICIT)                 | 20,453             | (42,913)                        | 49,458                   | 92,371          |
| -----                 |                                       |                    |                                 |                          |                 |
| UNDEFINED GROUP       |                                       |                    |                                 |                          |                 |
| REVENUES              |                                       |                    |                                 |                          |                 |
|                       | RECEIPTS                              | 32,322             | 200,442                         | 571,458                  | 371,016         |
|                       | RECEIPTS                              | 32,322             | 200,442                         | 571,458                  | 371,016         |
| EXPENSES              |                                       |                    |                                 |                          |                 |
|                       | SALARIES/ WAGES                       | 20,343             | 187,504                         | 274,416                  | 86,911          |
|                       | CONTRACTUAL SERVICES                  | 7,583              | 94,658                          | 133,416                  | 38,758          |

GENEVA PARK DISTRICT  
SUMMARIZED REVENUE & EXPENSE REPORT

FUND: CORPORATE  
FOR 10 PERIODS ENDING 28, 2021

| ACCOUNT<br>NUMBER               | DESCRIPTION | FEBRUARY<br>ACTUAL | FISCAL<br>YEAR-TO-DATE<br>ACUAL | FISCAL<br>YEAR<br>BUDGET | \$<br>REMAINING |
|---------------------------------|-------------|--------------------|---------------------------------|--------------------------|-----------------|
| -----                           |             |                    |                                 |                          |                 |
| UNDEFINED GROUP                 |             |                    |                                 |                          |                 |
| COMMODITIES                     |             | 1,672              | 6,526                           | 23,916                   | 17,390          |
| MAINTENANCE/ CAPITAL INVEST.    |             | 1,940              | 10,803                          | 12,916                   | 2,112           |
| TOTAL EXPENSES: UNDEFINED GROUP |             | 31,539             | 299,492                         | 444,666                  | 145,173         |
| -----                           |             |                    |                                 |                          |                 |
| NET SURPLUS (DEFICIT)           |             | 782                | (99,050)                        | 126,791                  | 225,842         |
| -----                           |             |                    |                                 |                          |                 |
| TOTAL FUND REVENUES             |             | 176,683            | 3,208,429                       | 5,031,040                | 1,822,610       |
| TOTAL FUND EXPENSES             |             | 230,867            | 3,091,953                       | 5,031,038                | 1,939,084       |
| SURPLUS (DEFICIT)               |             | (54,183)           | 116,476                         | 1                        | (116,474)       |

FUND: CORPORATE

|                                     |  |     |         |         |          |
|-------------------------------------|--|-----|---------|---------|----------|
| LIABILITY INSURANCE                 |  |     |         |         |          |
| REVENUES                            |  |     |         |         |          |
| RECEIPTS                            |  | 362 | 174,702 | 204,166 | 29,463   |
| RECEIPTS                            |  | 362 | 174,702 | 204,166 | 29,463   |
| EXPENSES                            |  |     |         |         |          |
| SPECIAL FUND EXPENSE                |  | 0   | 120,186 | 204,166 | 83,980   |
| TOTAL EXPENSES: LIABILITY INSURANCE |  | 0   | 120,186 | 204,166 | 83,980   |
| -----                               |  |     |         |         |          |
| NET SURPLUS (DEFICIT)               |  | 362 | 54,516  | (0)     | (54,516) |
| -----                               |  |     |         |         |          |
| TOTAL FUND REVENUES                 |  | 362 | 174,702 | 204,166 | 29,463   |
| TOTAL FUND EXPENSES                 |  | 0   | 120,186 | 204,166 | 83,980   |
| SURPLUS (DEFICIT)                   |  | 362 | 54,516  | (0)     | (54,516) |

FUND: CORPORATE

|                       |  |          |          |         |        |
|-----------------------|--|----------|----------|---------|--------|
| IMRF                  |  |          |          |         |        |
| REVENUES              |  |          |          |         |        |
| RECEIPTS              |  | 494      | 199,774  | 274,999 | 75,225 |
| RECEIPTS              |  | 494      | 199,774  | 274,999 | 75,225 |
| EXPENSES              |  |          |          |         |        |
| SPECIAL FUND EXPENSE  |  | 21,075   | 227,695  | 275,000 | 47,304 |
| TOTAL EXPENSES: IMRF  |  | 21,075   | 227,695  | 275,000 | 47,304 |
| -----                 |  |          |          |         |        |
| NET SURPLUS (DEFICIT) |  | (20,580) | (27,921) | (0)     | 27,921 |
| -----                 |  |          |          |         |        |
| TOTAL FUND REVENUES   |  | 494      | 199,774  | 274,999 | 75,225 |

GENEVA PARK DISTRICT  
SUMMARIZED REVENUE & EXPENSE REPORT

FUND: CORPORATE  
FOR 10 PERIODS ENDING 28, 2021

| ACCOUNT<br>NUMBER   | DESCRIPTION | FEBRUARY<br>ACTUAL | FISCAL<br>YEAR-TO-DATE<br>ACUAL | FISCAL<br>YEAR<br>BUDGET | \$<br>REMAINING |
|---------------------|-------------|--------------------|---------------------------------|--------------------------|-----------------|
| TOTAL FUND EXPENSES |             | 21,075             | 227,695                         | 275,000                  | 47,304          |
| SURPLUS (DEFICIT)   |             | (20,580)           | (27,921)                        | (0)                      | 27,921          |

FUND: CORPORATE

|                       |  |    |        |        |         |
|-----------------------|--|----|--------|--------|---------|
| AUDIT                 |  |    |        |        |         |
| REVENUES              |  |    |        |        |         |
| RECEIPTS              |  | 21 | 13,448 | 10,916 | (2,531) |
| RECEIPTS              |  | 21 | 13,448 | 10,916 | (2,531) |
| EXPENSES              |  |    |        |        |         |
| SPECIAL FUND EXPENSE  |  | 0  | 13,100 | 10,916 | (2,183) |
| TOTAL EXPENSES: AUDIT |  | 0  | 13,100 | 10,916 | (2,183) |
| NET SURPLUS (DEFICIT) |  | 21 | 348    | 0      | (348)   |
| TOTAL FUND REVENUES   |  | 21 | 13,448 | 10,916 | (2,531) |
| TOTAL FUND EXPENSES   |  | 0  | 13,100 | 10,916 | (2,183) |
| SURPLUS (DEFICIT)     |  | 21 | 348    | 0      | (348)   |

FUND: CORPORATE

|                                 |  |          |         |         |           |
|---------------------------------|--|----------|---------|---------|-----------|
| SOCIAL SECURITY                 |  |          |         |         |           |
| REVENUES                        |  |          |         |         |           |
| RECEIPTS                        |  | 925      | 367,433 | 303,333 | (64,100)  |
| RECEIPTS                        |  | 925      | 367,433 | 303,333 | (64,100)  |
| EXPENSES                        |  |          |         |         |           |
| SPECIAL FUND EXPENSE            |  | 19,589   | 227,836 | 303,333 | 75,496    |
| TOTAL EXPENSES: SOCIAL SECURITY |  | 19,589   | 227,836 | 303,333 | 75,496    |
| NET SURPLUS (DEFICIT)           |  | (18,663) | 139,596 | (0)     | (139,596) |
| TOTAL FUND REVENUES             |  | 925      | 367,433 | 303,333 | (64,100)  |
| TOTAL FUND EXPENSES             |  | 19,589   | 227,836 | 303,333 | 75,496    |
| SURPLUS (DEFICIT)               |  | (18,663) | 139,596 | (0)     | (139,596) |

FUND: CORPORATE

SPECIAL RECREATION  
REVENUES

GENEVA PARK DISTRICT  
SUMMARIZED REVENUE & EXPENSE REPORT

|                                    |             | FUND: CORPORATE<br>FOR 10 PERIODS ENDING 28, 2021 |                                 |                          |                 |
|------------------------------------|-------------|---|---------------------------------|--------------------------|-----------------|
| ACCOUNT<br>NUMBER                  | DESCRIPTION | FEBRUARY<br>ACTUAL                                | FISCAL<br>YEAR-TO-DATE<br>ACUAL | FISCAL<br>YEAR<br>BUDGET | \$<br>REMAINING |
| -----                              |             |   |                                 |                          |                 |
| SPECIAL RECREATION                 |             |   |                                 |                          |                 |
| RECEIPTS                           |             | 1,153   | 568,796                         | 633,333                  | 64,536          |
| RECEIPTS                           |             | 1,153   | 568,796                         | 633,333                  | 64,536          |
|                                    |             |   |                                 |                          |                 |
| EXPENSES                           |             |   |                                 |                          |                 |
| CONTRACTUAL SERVICES               |             | 557   | 14,349                          | 45,833                   | 31,483          |
| CAPITAL IMPROVEMENTS               |             | 39,396  | 304,429                         | 368,789                  | 64,360          |
| SPECIAL FUND EXPENSE               |             | 0   | 262,453                         | 218,710                  | (43,742)        |
| TOTAL EXPENSES: SPECIAL RECREATION |             | 39,954  | 581,231                         | 633,333                  | 52,101          |
|                                    |             |   |                                 |                          |                 |
| NET SURPLUS (DEFICIT)              |             | (38,800)  | (12,435)                        | 0                        | 12,435          |
|                                    |             |   |                                 |                          |                 |
| TOTAL FUND REVENUES                |             | 1,153   | 568,796                         | 633,333                  | 64,536          |
| TOTAL FUND EXPENSES                |             | 39,954  | 581,231                         | 633,333                  | 52,101          |
| SURPLUS (DEFICIT)                  |             | (38,800)  | (12,435)                        | 0                        | 12,435          |
|                                    |             |   |                                 |                          |                 |
| FUND: CORPORATE                    |             |   |                                 |                          |                 |
|                                    |             |   |                                 |                          |                 |
| BOND AND INTEREST                  |             |   |                                 |                          |                 |
| REVENUES                           |             |   |                                 |                          |                 |
| RECEIPTS                           |             | 1,711   | 843,494                         | 697,439                  | (146,055)       |
| RECEIPTS                           |             | 1,711   | 843,494                         | 697,439                  | (146,055)       |
|                                    |             |   |                                 |                          |                 |
| EXPENSES                           |             |   |                                 |                          |                 |
| CONTRACTUAL SERVICES               |             | 0   | 836,926                         | 697,439                  | (139,487)       |
| TOTAL EXPENSES: BOND AND INTEREST  |             | 0   | 836,926                         | 697,439                  | (139,487)       |
|                                    |             |   |                                 |                          |                 |
| NET SURPLUS (DEFICIT)              |             | 1,711   | 6,567                           | 0                        | (6,567)         |
|                                    |             |   |                                 |                          |                 |
| TOTAL FUND REVENUES                |             | 1,711   | 843,494                         | 697,439                  | (146,055)       |
| TOTAL FUND EXPENSES                |             | 0   | 836,926                         | 697,439                  | (139,487)       |
| SURPLUS (DEFICIT)                  |             | 1,711   | 6,567                           | 0                        | (6,567)         |
|                                    |             |   |                                 |                          |                 |
| FUND: CORPORATE                    |             |   |                                 |                          |                 |
|                                    |             |   |                                 |                          |                 |
| PROJECT REVENUE                    |             |   |                                 |                          |                 |
| REVENUES                           |             |   |                                 |                          |                 |
| PROJECT REVENUE                    |             | 1,730,998   | 2,008,467                       | 2,827,581                | 819,114         |
| PROJECT REVENUE                    |             | 1,730,998   | 2,008,467                       | 2,827,581                | 819,114         |
|                                    |             |   |                                 |                          |                 |
| NET SURPLUS (DEFICIT)              |             | 1,730,998   | 2,008,467                       | 2,827,581                | 819,114         |

FUND: CONSTRUCTION / CAPITAL IMPROV.  
FOR 10 PERIODS ENDING 28, 2021

| ACCOUNT<br>NUMBER                            | DESCRIPTION          | FEBRUARY<br>ACTUAL | FISCAL<br>YEAR-TO-DATE<br>ACUAL | FISCAL<br>YEAR<br>BUDGET | \$<br>REMAINING |
|--|----------------------|--------------------|---------------------------------|--------------------------|-----------------|
| -----  |                      |                    |                                 |                          |                 |
| PLANNING/CONSTRUCTION/GRANTS                 |                      |                    |                                 |                          |                 |
| EXPENSES                                     |                      |                    |                                 |                          |                 |
|  | CONTRACTUAL SERVICES | 6,326              | 65,406                          | 284,999                  | 219,593         |
| TOTAL EXPENSES: PLANNING/CONSTRUCTION/GRANTS |                      | 6,326              | 65,406                          | 284,999                  | 219,593         |
| NET SURPLUS (DEFICIT)                        |                      | (6,326)            | (65,406)                        | (284,999)                | (219,593)       |
| BUILDINGS & IMPROVEMENTS                     |                      |                    |                                 |                          |                 |
| EXPENSES                                     |                      |                    |                                 |                          |                 |
|  | CONTRACTUAL SERVICES | 0                  | 238,372                         | 662,499                  | 424,127         |
| TOTAL EXPENSES: BUILDINGS & IMPROVEMENTS     |                      | 0                  | 238,372                         | 662,499                  | 424,127         |
| NET SURPLUS (DEFICIT)                        |                      | 0                  | (238,372)                       | (662,499)                | (424,127)       |
| PARKS/PLAYGROUNDS IMPRV/ACQ                  |                      |                    |                                 |                          |                 |
| EXPENSES                                     |                      |                    |                                 |                          |                 |
|  | CONTRACTUAL SERVICES | 7,412              | 1,185,523                       | 2,177,615                | 992,092         |
| TOTAL EXPENSES: PARKS/PLAYGROUNDS IMPRV/ACQ  |                      | 7,412              | 1,185,523                       | 2,177,615                | 992,092         |
| NET SURPLUS (DEFICIT)                        |                      | (7,412)            | (1,185,523)                     | (2,177,615)              | (992,092)       |
| LANDSCAPING & GROUNDSKEEPING                 |                      |                    |                                 |                          |                 |
| EXPENSES                                     |                      |                    |                                 |                          |                 |
|  | CONTRACTUAL SERVICES | 0                  | 16,066                          | 41,666                   | 25,600          |
| TOTAL EXPENSES: LANDSCAPING & GROUNDSKEEPING |                      | 0                  | 16,066                          | 41,666                   | 25,600          |
| NET SURPLUS (DEFICIT)                        |                      | 0                  | (16,066)                        | (41,666)                 | (25,600)        |
| OPERATING EQUIP. & VEHICLES                  |                      |                    |                                 |                          |                 |
| EXPENSES                                     |                      |                    |                                 |                          |                 |
|  | CONTRACTUAL SERVICES | 1,249              | 150,095                         | 183,350                  | 33,255          |
| TOTAL EXPENSES: OPERATING EQUIP. & VEHICLES  |                      | 1,249              | 150,095                         | 183,350                  | 33,255          |
| NET SURPLUS (DEFICIT)                        |                      | (1,249)            | (150,095)                       | (183,350)                | (33,255)        |
| RECREATION EQUIP. REPAIRS                    |                      |                    |                                 |                          |                 |
| EXPENSES                                     |                      |                    |                                 |                          |                 |
|  | CONTRACTUAL SERVICES | 0                  | 0                               | 2,500                    | 0               |
| TOTAL EXPENSES: RECREATION EQUIP. REPAIRS    |                      | 0                  | 0                               | 2,500                    | 0               |
| NET SURPLUS (DEFICIT)                        |                      | 0                  | 0                               | (2,500)                  | 0               |
| EMERGENCY REPAIRS/REIMB.                     |                      |                    |                                 |                          |                 |
| EXPENSES                                     |                      |                    |                                 |                          |                 |
|  | CONTRACTUAL SERVICES | 3,700              | 14,178                          | 67,574                   | 53,396          |
| TOTAL EXPENSES: EMERGENCY REPAIRS/REIMB.     |                      | 3,700              | 14,178                          | 67,574                   | 53,396          |

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GENEVA PARK DISTRICT  
SUMMARIZED REVENUE & EXPENSE REPORT

FUND: CONSTRUCTION / CAPITAL IMPROV.  
FOR 10 PERIODS ENDING 28, 2021

| ACCOUNT<br>NUMBER     | DESCRIPTION | FEBRUARY<br>ACTUAL | FISCAL<br>YEAR-TO-DATE<br>ACUAL | FISCAL<br>YEAR<br>BUDGET | \$<br>REMAINING |
|-----------------------|-------------|--------------------|---------------------------------|--------------------------|-----------------|
| NET SURPLUS (DEFICIT) |             | (3,700)            | (14,178)                        | (67,574)                 | (53,396)        |
| TOTAL FUND REVENUES   |             | 1,730,998          | 2,008,467                       | 2,827,581                | 819,114         |
| TOTAL FUND EXPENSES   |             | 18,687             | 1,669,642                       | 3,420,208                | 1,750,565       |
| SURPLUS (DEFICIT)     |             | 1,712,311          | 338,824                         | (592,626)                | (931,450)       |

# Program aims to help as keeping backyard chickens ‘has become a lot more popular’

By David Sharos

Aurora Beacon-News |

Feb 18, 2021 at 12:56 PM



Christine Shiel, nature program manager for the Geneva Park District, holds Phoebe, one of the hens she owns, during a class Wednesday night about raising backyard chickens. (David Sharos / The Beacon-News)

Christine Shiel, nature program manager for the Geneva Park District, knows if you want to raise chickens in your backyard, there's more to it than throwing out some grain and listening for clucks.

“I’ve been raising my own chickens in the backyard now for three to four years” said Shiel. “It’s one of those things that has become a lot more popular as people are more interested in local food production as well as gardening.”

Shiel’s expertise in raising backyard chickens was on display Wednesday night at the Stephen Persinger Recreation Center in Geneva where a class of nearly

two dozen took part in a 90-minute session covering everything from local laws and raising chicks to caring for mature birds while keeping non-chicken-raising neighbors happy.



Christine Shiel, nature program manager for the Geneva Park District, shows off two of her hens and their eggs Wednesday that were part of class she taught on raising backyard chickens. (David Sharos / The Beacon-News)



Environmental education manager for the Forest Preserve District of Kane County Barb McKittrick said the course was part of the “Learn from the Experts” programs taught within the county in collaboration with the Geneva and St. Charles park districts.

“This is part of our certification series of classes for people to become certified naturalists,” she said. “We’ve had classes on a variety of things from geology to pollinators and spiders and this was something that proved to be very popular as the class is full.”

Shiel walked the audience through a number of topics from feed choices and vaccinations to capital outlay and nomenclature used in raising birds including hens, roosters, capons and more.

“A good place to start is by raising chicks and you need at least a pair as these are flock animals and a bird all by itself won’t be too happy,” Shiel said. “Most people have three to four and the limit in a lot of places seems to be six.”

Before her presentation, Shiel said she has been raising chickens since she “was 4 years old” and that they aren’t bothered at all by the current wintry weather. “Chickens adapt to the weather and in the fall they grow these thick feathers that keep them warm,” she said. “The ones I’m raising at home are perfectly fine, they just don’t like the snow and keep staring at it inside the coop wishing it would go away.”

A well ventilated coop is important year-round, Shiel said, adding that chicks require a much smaller space to keep warm and will then require more space as they mature.

In terms of start-up costs, she said that “chicks only cost about \$4 each” and that ready-made chicken coop kits from stores like Farm & Fleet “can be purchased for a couple hundred dollars.”

“There are ready-mades that run \$300 to \$400 but I made my own,” she said. The egg production, Shiel said, is very much tied to the seasons and daylight. “A chicken will lay an egg pretty much every day but needs about 14 to 16 hours of sunlight to do that,” she said. “In the winter, egg production slows down to one every three to four days.”

Class members who braved yet another cold night of snow and wind to attend were intent on learning more about raising chickens and wanting to have a go at it themselves.

Pam Otto who serves as the St. Charles Park District’s outreach ambassador said she wasn’t surprised by the size of the audience.



A socially distanced group of nearly two dozen came to the Stephen Persinger Recreation Center in Geneva Wednesday night to learn about raising backyard chickens. (David Sharos / The Beacon-News)

“I am not surprised. When the city of St. Charles approved backyard chicken keeping which goes back several years there were a lot of people who jumped on board,” she said. “Knowing where your food is coming from is very important. In fact, it might even be more important now.”

“I’ve always been interested in this and I could do it,” said James Frediani of Batavia. “I have neighbors over the years that have had backyard chickens and I’ve helped out with them but I could use learning a little more. I’m not totally committed but I want to learn.”

Pierre Hatch of Maple Park said he is already a certified naturalist for Kane County and in the past had raised ducks but wanted to know more about chickens. “Ducks are a little heartier and there’s not nearly the amount of problems with disease but I know there are breeds of chickens that can be a little heartier,” he said. “I’m part of the grow-your-own food movement and as you probably figured out this year, it’s very expensive if you don’t. We’re into gardening and this is just one more branch, so to speak.”

Jill Zimmer of St. Charles simply said she was glad to have something to do besides surviving another day of the pandemic. “I was just looking for something to do and am just so happy to be doing something out in public with other people,” she said. “I don’t know that I’m going to go home and raise chickens, but you never know what’s going to happen. I might have chickens someday.”

*David Sharos is a freelance reporter for The Beacon-News.*

# Shufflin' in the cold



**ABOVE:** Mandy Kornpanowski of Naperville arrives at the finish line first with a time of 20:17 during the Geneva Park District's 11th annual Super Shuffle on Feb. 7 in Geneva. Temperatures at the start of the 5K race were below zero.

**LEFT:** A participant runs in a tank top and shorts despite below-zero temperatures during the Geneva Park District's Super Shuffle.



**ABOVE:** Runners are bundled up as they participate in the Geneva Park District's 11th annual Super Shuffle.

**RIGHT:** Participants run on the path around scenic Peck Farm Park.



**ABOVE:** Because of COVID-19 restrictions, starting groups are limited to 50 runners to help with social distancing.

**LEFT:** Participants run and walk along Viking Drive during the Super Shuffle.

Photos by Mark Black for Shaw Media

**DIRECTOR'S  
MONTHLY AGENDA AND REPORT  
March 15, 2021**

**COMMUNICATIONS**

The Illinois Association of Park District's 2021 Legislative Reception and Conference is scheduled for May 4-5. IAPD is in the process of determining whether it will be held virtually or in-person. As more information becomes available, staff will share updates with the Board.

With Illinois moving to phase 4 mitigation, staff would recommend to the board moving back to in person meetings beginning in May.

Staff continues to communicate with the Kane County Health Department in an effort to get our public employees, school teachers and day care providers vaccinated.

Staff is preparing to apply for Distinguished Agency Accreditation this year. It is a lengthy and comprehensive process but is integral in keeping up with best practices as they relate to exemplary park and recreation operations. We hope to complete the review this fall.

Please mark your calendars for April 24<sup>th</sup>, as we will be cutting the ribbon for the Peck Farm North Trail, followed by an Earth Day celebration at Peck and a tree planting event as well. All pertinent constituents along with all of our legislators will be invited.

The Geneva Park District Foundation partnered with the City of Geneva's Natural Resource Committee on this year's virtual Wine, Cheese and Trees event. It was a successful fundraiser for both organizations and we look forward to continuing the partnership.

Staff has completed annual evaluations, as well as, salary surveys and recommendations for the upcoming budget year.

Staff is finalizing the 2021/22 proposed budget and will present it to the Finance Committee on April 8<sup>th</sup> at 3:00pm for review, (Jay Moffat & Susan VanderVeen) followed by a presentation to the full Board on April 19<sup>th</sup>.

Staff has scheduled Fire Extinguisher Training for April 8<sup>th</sup>. All employees are welcome and encouraged to participate in the training.

Please be on the lookout for your statements of economic interest which need to be filed by May 1<sup>st</sup>, 2021.

Enclosed in your packet is the board calendar including important meeting, event and continuing education dates.

**FUTURE MEETINGS**

|   |                |         |
|---|----------------|---------|
| GPD Foundation Meeting (Regular)                                    | March 23, 2021 | 7:00 PM |
| Finance Committee-Budget Meeting<br>(Jay Moffat & Susan VanderVeen) | April 8, 2021  | 3:00 PM |
| Regular Scheduled Board Meeting                                     | April 19, 2021 | 7:00 PM |
| Recreation Committee Meeting  | TBD            | TBD     |



### **POLICY MANUAL UPDATE**

In anticipation of our Distinguished Agency Accreditation process we will be reviewing many policy manuals over the next year. Enclosed is the sixth set of manual updates for your review. Staff has updated each manual with necessary changes. Those changes have been marked to expedite your review. Staff would ask for a motion to approve the enclosed manuals-Board, Full-Time Personnel, Part-Time and Short-Term Personnel Policy Manuals.

### **CONTRACTED MOWING SERVICES BID RESULTS**

Enclosed in your packet is a memo outlining the bid results for contractual mowing services at 25 park locations for this fiscal year. Seven bids were submitted with Accurate Edge providing the lowest bid. Jerry Culp will be available to answer any questions the board may have on the contract. Staff would recommend a motion to approve the mowing contract to Accurate Edge in the amount of \$59,080 plus alternates, as mowing demand warrants, not to exceed a total of \$61,720 for contractual mowing services during the 2021-2022 fiscal year.

### **SPRING LANDSCAPE CLEANUP BID RESULTS**

Enclosed in your packet is a memo outlining the bid results for contractual spring landscape cleanup at 13 park locations for this fiscal year. Only one bid was submitted by RLS Company from Elburn, IL. Jerry Culp will be available to answer any questions the board may have on the contract. Staff would recommend a motion to approve the spring landscape cleanup contract to RLS Company in the amount of \$36,550.

### **INTERGOVERNMENTAL AGREEMENT – ELM STREET PARK**

As a matter of housekeeping, we are renewing our Intergovernmental Agreement with the City of Geneva for upkeep and maintenance of Elm Street Park for an additional 15 years. Staff would recommend a motion to approve the extended lease agreement.

### **MINI GOLF LANDSCAPE ARCHITECT SERVICES CONTRACT**

Enclosed in your packet is a contract for Landscape Architect Services for the Stone Creek Mini Golf Hut Renovation. As has previously been discussed, we are preparing to get this project shovel ready should grant funding become available over the next 1-2 years. This contract will include a prefab building design that we believe will be a more economical solution for the aging structure. Staff would recommend a motion to approve the contract from Upland Design in the amount not to exceed \$29,800. We may, after review of the final plans, take on the construction observation/administration portion of the contract which would save the District \$12,000.

### **SUNSET RACQUETBALL & FITNESS CENTER ARCHITECT SERVICES CONTRACT**

Enclosed in your packet is a proposal for Architectural Services for the Sunset Racquetball and Fitness Center Renovation. Initially, a proposal was submitted and reviewed for the entire project that had a total construction cost of approximately \$5M. That included demolition of the racquetball courts, renovating the fitness center with additional square footage and an outdoor fitness area, rebuilding the garage and construction of a new multipurpose gymnasium. I have included Phase One Option 4A and Phase Two Option 4B for your reference and review. After reviewing the cost for architectural services (upwards of \$300,000) we decided to pursue a phased approach. That contract is included in your packet. The initial cost to begin to prepare the construction documents necessary to be shovel ready should grant funding become available is \$132,500. Staff would recommend a motion to approve the proposal from Williams Architect in the amount of \$132,500. We would come back to the board should we decide to pursue the next phase of the project at a cost of \$203,100.

**PERSONNEL & POLICY COMMITTEE RECOMMENDATIONS**

The Personnel & Policy Committee met on March 11<sup>th</sup> to discuss recommendations for salary and wage proposals in preparation of the 2021-22 budget. The Committee (Bre Cullen & Susan Vanderveen) reviewed the proposal, and minutes of that meeting are enclosed. Staff would ask for a motion to approve the salary and wage recommendations for the 2021-22 fiscal year.

# MAR2021

SUN

MON

TUE

WED

THU

FRI

SAT

01

City Council &  
Comm of the  
Whole Mtg @ 7

02

03

04

CAC Mtg @ 7

05

06

07

08

School District  
Mtg @ 7

09

10

11

Plan Comm Mtg  
@ 7  
Personnel &  
Policy Comm  
Mtg @ 11:00 AM

12

JLC Legislative  
Breakfast –  
Virtual Via  
Zoom 10:30am-  
12:00pm

13

14

15

GPD Board  
Meeting @ 7  
City Council &  
Comm of the  
Whole Mtg @ 7

16

HPC Mtg @ 7

17

18

19

20

21

22

23

GPD  
Foundation  
Mtg @ 7

24

IAPD Webinar:  
Preparing the  
Profession for  
the Future:  
Centering  
Equity in  
Parks &  
Recreation

25

Plan Comm Mtg  
@ 7  
Library Mtg @ 7

26

Egg-Mazing  
Race & Night  
Egg Hunt @  
Wheeler Park  
5:30-7:30PM

27

28

29

30

31



# APR 2021

SUN

MON

TUE

WED

THU

FRI

SAT

01

CAC Mtg 7 PM

02

Parents' Night  
Out  
Bunny Basket  
Deliveries

03

Bunny Basket  
Deliveries

04

05

City Council &  
Comm of the  
Whole Mtg @ 7

06

07

08

Plan Comm Mtg  
@7

Finance Comm  
Mtg @ 3pm

09

10

11

12

School Dist  
Mtg @ 7

13

14

15

16

Parents' Night  
Out

17

18

19

GPD Board  
Meeting @ 7  
City Council &  
Comm of the  
Whole Mtg @ 7

20

HPC Mtg @ 7

21

22

Plan Comm Mtg  
@ 7  
Library Board  
Mtg @ 7

23

24

Peck North  
Ribbon Cutting  
Ceremony &  
Earth Day  
Celebration @  
SPRC

25

26

School Dist  
Mtg @ 7

27

28

29

30

**GENEVA PARK DISTRICT  
RECREATION BOARD REPORT  
NICOLE VICKERS, CPRP  
SUPERINTENDENT OF RECREATION  
March 15, 2021**

**INFORMATION**

Spring registration has begun, with resident registration having started March 9<sup>th</sup>, and non-resident registration beginning March 16<sup>th</sup> which includes summer camps for the upcoming 2021 season. Registration for Friendship Station Preschool continues, and has strong numbers already for next school year.

**PROGRAM HIGHLIGHTS**

Easter events are on the horizon and staff is currently preparing for the Easter Egg Hunt/Bunny Breakfast, Teen Egg-Mazing Race, and Bunny Basket Deliveries. A variety of COVID related safety protocols will be put into place to ensure everyone's safety.



Staff is preparing for an Earth Day celebration to be held on April 24<sup>th</sup>. Activities will include a ribbon cutting and tree planting at the Peck North Trail followed by an array of activities at Peck Farm Park which will include some recycling opportunities.

Anticipating that school could return to a 5-day in-person school week, staff is focusing on a plan for a potential increase in the Kids Zone program.

**FACILITIES**

Preparations for the opening of seasonal facilities is underway (Sunset and Mill Creek Pools, Stone Creek Miniature Golf, Butterfly House), including, maintenance projects, hiring, training plans, and preparing all necessary safety precautions.

Stone Creek Miniature Golf held a “pop-up” event the weekend of March 6<sup>th</sup> and 7<sup>th</sup>. The weather cooperated and nearly 400 people enjoyed a round of golf!

BestLife Fitness facilities continue to operate under Phase 4 guidelines which includes face coverings to be worn at all times, including while engaged in physical exercise. Staff continues to focus on recruitment of new members through a variety of campaign efforts. A member appreciation day is scheduled for March 17<sup>th</sup> which will include games, refreshments, and fitness demo classes.

Staff has continued to communicate the need for rent relief at Playhouse 38 as we continue to experience effects of the pandemic. At this time Stevens Street Properties has reduced the rent by \$600 per month (33%) for the main theater, and \$159 per month (50%) reduction for the storage unit for a period of three months. We have also agreed to reconvene in May to discuss any future amendments we could potentially agree upon going forward.

## **INFORMATION:**

### **I. SUNSET REPORT**

Comparison figures for Sunset Racquetball and Fitness Center are as follows

| <b>SRFC February Totals</b> |                      |                      |
|-----------------------------|----------------------|----------------------|
|                             | <b>February 2020</b> | <b>February 2021</b> |
| Annual Membership Revenue   | \$8,705              | \$6,062              |
| EFT/Ongoing Revenue         | \$3,999              | \$2,709              |
| Court Hours                 | \$386                | \$0                  |
| Guests                      | \$891                | \$170                |
| Vending                     | \$339                | \$486                |
| <b>Total Revenue</b>        | <b>\$14,320</b>      | <b>\$9,427</b>       |
|                             | <b>February 2020</b> | <b>February 2021</b> |
| Resident SRFC Pre-Paid:     |                      |                      |
| New                         | 10                   | 7                    |
| Renew                       | 19                   | 6                    |
| Resident SRFC ONGOING:      |                      |                      |
| New                         | 2                    | 0                    |
| Renew                       | 11                   | 4                    |
| Non-Resident SRFC Pre-Paid: |                      |                      |
| New                         | 1                    | 3                    |
| Renew                       | 3                    | 1                    |
| Non-Resident SRFC ONGOING:  |                      |                      |
| New                         | 0                    | 0                    |
| Renew                       | 1                    | 0                    |
| <b>New</b>                  | <b>13</b>            | <b>10</b>            |
| <b>Renew</b>                | <b>34</b>            | <b>11</b>            |

|               |    |    |
|---------------|----|----|
| <b>Totals</b> | 47 | 21 |
|---------------|----|----|

|  |                      |                      |
|--|----------------------|----------------------|
|  |                      |                      |
|  | <b>February 2020</b> | <b>February 2021</b> |
| <b>Total Membership Revenue</b>                | <b>\$12,704</b>      | <b>\$8,771</b>       |
|  |                      |                      |
| Members  | 5,297                | 2,590                |
| Guests   | 87                   | 50                   |
| <b>Total Usage</b>                             | <b>5,384</b>         | <b>2,640</b>         |
|  |                      |                      |
| Weight room Usage                              | 5,115                | 2,590                |
|  |                      |                      |
| <b>Court Usage</b>                             |                      |                      |
| Reserved Court Time                            | 38                   | 0                    |
| Walk-on Court Time                             | 34                   | 0                    |
|  |                      |                      |
| <b>Court Percentages</b>                       |                      |                      |
| Prime Time                                     | 25%                  | 0%                   |
| Non-Prime Time                                 | 13%                  | 0%                   |
| Racquetball                                    | 13%                  | 0%                   |
| Wally ball                                     | 5%                   | 0%                   |
| <b>SRFC Year to Date Comparison</b>            |                      |                      |
|  | <b>2019/2020</b>     | <b>2020/2021</b>     |
| Total EFT/Ongoing Memberships                  | 121                  | 84                   |
| Total # of Memberships/Members (excludes Gold) | 582                  | 948                  |
| Total Membership Revenue                       | \$139,758            | \$58,106             |
| Projected EFT/Ongoing Annual Rev.              | \$7,998              | \$5,418              |

## II. **SPRC REPORT**

Comparison figures for Stephen D. Persinger Recreation Center are as follows

|                          |                      |                      |
|--------------------------|----------------------|----------------------|
| <b>SPRC General</b>      |                      |                      |
|                          | <b>February 2020</b> | <b>February 2021</b> |
| Total Membership Revenue | <b>\$35,187</b>      | <b>\$25,703</b>      |
| Memberships              | 83                   | 83                   |
| Track Passes             | 101                  | 75                   |
| Guests                   | 219                  | 68                   |

|                                  |                      |                      |
|----------------------------------|----------------------|----------------------|
| <b>SPRC Membership Breakdown</b> |                      |                      |
|                                  | <b>February 2020</b> | <b>February 2021</b> |
| Resident Gold Pre-Paid:          |                      |                      |
| New                              | 0                    | 1                    |
| Renew                            | 5                    | 8                    |
|                                  |                      |                      |
| Resident Gold ONGOING:           |                      |                      |
| New                              | 3                    | 0                    |

|                             |           |           |
|-----------------------------|-----------|-----------|
| Renew                       | 2         | 0         |
|                             |           |           |
| Non-Resident Gold Pre-Paid: |           |           |
| New                         | 0         | 1         |
| Renew                       | 1         | 0         |
|                             |           |           |
| Non-Resident Gold ONGOING:  |           |           |
| New                         | 0         | 0         |
| Renew                       | 0         | 0         |
|                             |           |           |
| Resident SPRC Pre-Paid:     |           |           |
| New                         | 12        | 25        |
| Renew                       | 30        | 15        |
|                             |           |           |
| Resident SPRC ONGOING:      |           |           |
| New                         | 8         | 5         |
| Renew                       | 7         | 7         |
|                             |           |           |
| Non-Resident SPRC Pre-Paid: |           |           |
| New                         | 2         | 12        |
| Renew                       | 7         | 7         |
|                             |           |           |
| Non-Resident SPRC ONGOING:  |           |           |
| New                         | 4         | 2         |
| Renew                       | 2         | 0         |
|                             |           |           |
| <b>New</b>                  | <b>29</b> | <b>46</b> |
| <b>Renew</b>                | <b>54</b> | <b>37</b> |
| <b>Totals</b>               | <b>83</b> | <b>83</b> |

| SPRC Usage Breakdown            |               |         |               |         |
|---------------------------------|---------------|---------|---------------|---------|
|                                 | February 2020 |         | February 2021 |         |
| Members                         | 14,082        |         | 6,330         |         |
| Guests                          | 219           |         | 68            |         |
| Total Usage                     | 14,301        |         | 6,398         |         |
|                                 |               |         |               |         |
| Morning Nursery                 | 714           | Avg. 26 | 0             | 0       |
| 12-4 pm Nursery                 | 270           | Avg. 10 | 0             | 0       |
| Evening Nursery                 | 268           | Avg. 10 | 0             | 0       |
| TOTAL NURSERY                   | 1,252         |         | 0             |         |
| Open Gym Youth                  | 615           |         | 209           |         |
| Open Gym Adult                  | 706           |         | 132           |         |
| SPRC February Totals            |               |         |               |         |
|                                 | February 2020 |         | February 2021 |         |
| Annual Membership Revenue:      | \$16,353      |         | \$12,811      |         |
| EFT/Ongoing Membership Revenue: | \$16,294      |         | \$8,815       |         |
| Monthly Memberships             | 0             | \$0     | 26            | \$1,451 |
| Track Pass                      | 101           | \$2,540 | 75            | \$2,626 |

|                                   |                  |         |                  |       |
|-----------------------------------|------------------|---------|------------------|-------|
| <b>Total Membership Revenue</b>   | <b>\$35,187</b>  |         | <b>\$25,703</b>  |       |
| Kidz Korral Revenue               | \$3,657          |         | \$0              |       |
| Birthday Parties                  | 8                | \$2,830 | 0                | \$0   |
| Guest Fees                        | 219              | \$972   | 68               | \$422 |
| Open Gym Youth                    | 615              | \$1,853 | 209              | \$0   |
| Open Gym Adult                    | 706              | \$1,240 | 132              | \$0   |
| Vending                           | \$901            |         | \$314            |       |
| <b>Total Additional Revenue</b>   | <b>\$11,453</b>  |         | <b>\$736</b>     |       |
|                                   |                  |         |                  |       |
| <b>Annual Comparison</b>          | <b>2019/2020</b> |         | <b>2020/2021</b> |       |
| Current                           | 1,546            | 3,175   | 1,052            | 2,218 |
| Gold Annual                       | 183              | 423     | 122              | 281   |
| Gold Ongoing                      | 88               | 199     | 50               | 144   |
| SPRC Annual                       | 865              | 1,628   | 647              | 1,236 |
| SPRC Ongoing                      | 410              | 925     | 233              | 557   |
| Track Passes                      | 645              |         | 661              |       |
| Total Membership Revenue          | \$407,601        |         | \$169,077        |       |
| Projected EFT/Ongoing Annual Rev. | \$33,848         |         | \$17,630         |       |

# GENEVA PARK DISTRICT

## PARKS AND PROPERTIES BOARD REPORT

March 15<sup>th</sup>, 2021

### Operations

- The snow is melting down, staff is keeping an eye on melting and freezing areas to prevent icy areas in lots and walkways.
- Ice rinks are melting down, staff is starting to break them down and put them in storage.
- Completed repairs to Skate Park, it is open for the season.
- Inventorying hand tools, preparing for spring.
- Sanded and painted all of the liftgates on the trucks.
- Inspected first aid kits in trucks and replaced or restocked supplies.
- Trucks and trailers completed the safety test lane.
- Repaired and painted yellow barricades.
- Ordered perennials for landscape island beds in Peck Parking lot.
- Staff has removed the tennis practice boards from the courts and is working on repairs.
- Completed snow plow training with several staff.
- Rented a lift and pruned upper branches in mature trees at Wheeler Park.
- Mowing and spring landscape bids opened, forwarding to Board for review and approval.
- Cleaned snow and ice from Stone Creek Mini Golf greens, tees and walks for weekend opening.
- Trained Recreation staff have recertified the Parks staff in First Aid and CPR.

### Green House

Staff has sown about 30,000 seeds so far in the greenhouse. Proposed number of annuals this year is approximately 65,000-70,000.



## Mechanic

Preparing for mowing season, completing preventative maintenance on zero turn mowers.



## Baseball/Softball

- Snow is melting, staff is starting to inspect fields for spring work.

## Facilities

- Scheduled fire extinguisher training for April 8<sup>th</sup>.

### Mill Creek Pool

- Checking heat in pump room daily.
- Installed new chemical lines for chlorine system.
- Rebuilt two toilets.

### Sunset Pool

- Checking heat in pump room and exercising pumps daily.
- Installed new chemical lines for chlorine system.

### Peck North OSLAD Project

- Interpretive signs are being fabricated. Contractor will install when complete and delivered.



#### Peck Farm

- Prepping and painting shutters from window replacements in Farm House.
- Finished installing fiber optic cable from house to shop.
- Ordered material to replace roof on Butterfly House south entry.

#### SPRC

- Installed data cable and wall jack in room 103.

#### Wheeler Operations

- Repairing garage door opener in 1<sup>st</sup> garage bay.

#### Sunset Recreation Center

- Working on water heater circulation pump replacement.

#### **Natural Resource Work**

- Placed order for 50 trees to establish Oak Savanna at Peck North. These trees will be planted as part of Earth Day.



# *Geneva Park District*

## *Board Policies and Procedures Manual*

Board Approved ~~March~~May 20~~21~~19

## TABLE OF CONTENTS

- 1.0 Introduction
  - 1.01 Statement of Policy
  - 1.02 Park District Mission, [Vision & Values Statements](#)
  - 1.03 Administrative Objectives
  - 1.04 Administrative Policies
  - 1.05 Guidelines for Accepting Donations
  - 1.06 Guidelines for Acquiring Park Land and Accepting Land Donations
  - 1.07 Land/Cash Ordinance
  - 1.08 Park Development Planning
  - 1.09 Bond Rating Policy
- 2.0 Definitions
  - 2.01 The District
  - 2.02 Commissioners and Park Board
  - 2.03 Government
  - 2.04 Board
  - 2.05 Election of Officers
  - 2.06 President
  - 2.07 Vice President
  - 2.08 Secretary
  - 2.09 Treasurer
  - 2.10 Attorney
  - 2.11 Additional Duties of Officers
  - 2.12 Canvass of Election
  - 2.13 Vacancies Declared
  - 2.14 Education and Compensation
  - 2.15 Seating of New Commissioners
- 3.0 Board Meetings and Special Meetings
  - 3.01 Channels of Procedure
  - 3.02 Records, Minutes and Ordinances
  - 3.03 Recording Closed Sessions
  - 3.04 Responsibility of Recording and Maintaining Closed Sessions
  - 3.05 Closed Session Minutes
  - 3.06 Procedures for Recording
  - 3.07 Back-up Equipment/Procedure for Equipment Malfunction
  - 3.08 Procedure for Review of Closed Session Minutes and Recordings
  - 3.09 Maintenance and Public Release of Recordings and Access to Tapes
  - 3.10 Procedure for Destruction of Recordings
- 4.0 Meeting Responsibilities
  - 4.01 Fiscal Year
  - 4.02 Annual Meeting
  - 4.03 Regular Meeting
  - 4.04 Special Meetings
  - 4.05 Place of Meeting
  - 4.06 Quorum
  - 4.07 Order of Business
  - 4.08 Committees
  - 4.09 Manner of Voting

- 4.10 Rules of Order
- 4.11 Public Comment
- 5.0 Policies, Rules & Administrative Procedures
  - 5.01 Policy
  - 5.02 Administrative Procedures
- 6.0 Legal and Financial
  - 6.01 Form of Seal
  - 6.02 Contracts
  - 6.03 Financial Liability
  - 6.04 Approval and Processing of Checks
  - 6.05 Approval of Disposal of Surplus Property
  - 6.06 Sample Ordinance for Disposal of Surplus Property
  - 6.07 Approval of Salary Ranges
- 7.0 Retirement
  - 7.01 Repeal
- 8.0 Environmental Principles
  - 8.01 Mission Statement
  - 8.02 Environmental Goals
  - 8.03 Action Plan for Goals
- 9.0 Need for Quality Employees
- 10.0 Cooperation between Agencies
- 11.0 Advisory Committees
- 12.0 Accessing the District
  - 12.01 Community Input and Advisory Committee
  - 12.02 Evaluation of Long Term and Short Term Goals of the District
- 13.0 Annual Reports and Statistics of Leisure Programs and Facilities
- 14.0 Publication in Pamphlet Form
  - 14.01 Validity
  - 14.02 Effective Date
- 15.0 Procedure & Information Packet for Prospective Park Commissioners
- 16.0 Orientation of New Board Members
  - 16.01 Orientation Procedures
  - 16.02 Orientation Materials
  - 16.03 Orientation Agenda
  - 16.04 Orientation Acknowledgement
- 17.0 Americans With Disabilities Act Policy
- 18.0 Freedom of Information Act Policy and Information Directory

- 18.01 Inspection of Records
- 18.02 Extension of Response
- 18.03 Limitations on Access
- 18.04 Copies
- 18.05 Information Directory

- 19.0 Remote Attendance
  - 19.01 Purpose
  - 19.02 Definitions
  - 19.03 Remote Attendance Permitted
  - 19.04 Restrictions on Remote Attendance
  - 19.05 Rules of Procedure When Remote Attendance Utilized
  - 19.06 Applicability and Effective Date

## GENEVA PARK DISTRICT ADMINISTRATIVE BOARD POLICY

### 1.0 INTRODUCTION

- 1.01 Statement of Policy: The Geneva Park District was organized in 1953 under the Park District Code of the State of Illinois by the consent of the voters of the District with the purpose of the district to maintain and develop facilities at the various park properties to serve the varied recreational interests of the residents of the District.

Policies of the District shall be established to provide for equal opportunities for use of areas and facilities through a community recreation program designed to meet the needs and interests of its residents. In relation to its personnel, the Park District will issue a copy of the Personnel Policy Manual to each full time employee and a Part Time and Short Term Personnel Policy Manual to all part time and short term employees.

The District shall provide services, areas and facilities, which are consistent with its standards and objectives. Programs shall be planned, developed and operated consistent with the District's taxing structure and financial ability. They shall provide residents a broad and varied selection of activities related to their recreational needs and interests. The District shall make available to its residents public property which has recreation values. It shall assume certain responsibilities in making other publicly owned property available for recreation use.

- 1.02 Park District Mission Statement: The mission of the Geneva Park District is to provide recreational programs, facilities and open space that will enhance the quality of life for residents of all age groups and abilities.

Park District Vision Statement: We aspire to enhance the quality of our community by providing exceptional recreation programs, facilities, and open space which inspire residents to live their Best Life.

Park District Values Statements:

I. Customer Commitment - We will strive to exceed customers' expectations by delivering professional, helpful, efficient, and friendly service during all interactions.

II. Responsible Leadership - We will strive to hire and retain quality employees through the promotion of staff development and continuing education in the pursuit of maintaining professional staff.

III. Fiscal Responsibility - We will earn the public's trust by maintaining financial health, stability, and transparency in providing cost effective services that maximize value to the taxpayer.

IV. Safety - We will provide a safe environment through exceptional training and constant evaluation of risk management practices.

V. Community Collaboration - We will work collaboratively with all community partners, both public and private, to share resources and ideas that will build strategic alliances to enhance our community.

VI. Innovation - We will remain steadfast in continuously evolving to meet the needs of the community by providing relevant and innovative programs, events, facilities, and parks.

VII. Stewardship & Sustainability - We will minimize our impact on the environment by implementing best practices, and by promoting environmental education leading to a lifelong commitment to conservation.

1.03 Administrative Objectives:

1. To implement an effective land acquisition program to permanently reserve substantial areas of recreational land to meet the needs of present and future District residents.
2. To establish and maintain accurate and efficient budgeting and accounting systems.
3. To use the most efficient methods to construct and maintain Park District facilities.
4. To offer a variety of leisure programs to our residents.

1.04 Administrative Policies:

1. The Board of Park Commissioners requires all land developers to dedicate a parcel of land or pay a fee in lieu of land dedication per the City of Geneva Land/Cash Ordinance; the City of Batavia Land/Cash Ordinance; and the Kane County Land/Cash Ordinance.
2. The Board further recommends that any parcel of land that is donated or otherwise acquired by the District be at least five (5) acres in size in its final plan. The Board must approve any park which may be less than 5 acres.
3. The Board of Park Commissioners recommends utilization of the school/park concept whereby the Park District cooperates with the School District in joint planning and usage of recreational facilities.
4. The Board requests that recreation programs be self-supporting. Exceptions to this ruling shall be strictly on an individual program basis and reviewed annually with the budget presentation.

1.05 Guidelines for Accepting Donations:

The Board will accept donations, such as equipment, materials, services, facilities, art, etc when it deems such acceptance to be in the best interest of the District. Evaluation of the acceptance is the responsibility of the Executive Director, who must perform a cost-benefit analysis of all proposed donations and submit his or her recommendations to the Board before it may act on any such offers. Donations must have a relevant value to the District's mission and should be evaluated on a case by case basis. The Board accepts and acknowledges that all donations have a cost whether it be in the acceptance of the donations or long-term maintenance obligations. The Board shall also evaluate the acceptance of donations on the basis of the following criteria:

1. Donations to the District are to the entire District as a whole and may not confer individual benefits to any elected official or staff member.
2. The acceptance of the donated item is within the full control of the District without limitations or restrictions.
3. Acceptance of a donation does not pose a conflict of interest for the District, any of the officers, board members and professional staff.
4. The acceptance of donations does not bring into question any potential conflict of interest as required by state statutes in the filing of economic interest forms.

Any individuals, groups or organizations interested in forwarding a donation to the District are encouraged to contact the Geneva Park District Foundation. This Foundation is a recognized 501(c)3 organization, and therefore donors may enjoy related tax deductions for their donations while simultaneously assisting the mission and vision of the Park District.

1.06 Guidelines for Acquiring Park Land and Accepting Land Donations:

The Park District has had various parcels of property offered to them for purchase or donation. The following guidelines should be reviewed in determining the appropriateness of such property for park purposes. They are not meant to be absolute criteria but rather a guide for Park District review.

1. Each site must be considered on its own merit.
2. An Environmental Impact Study may be completed on proposed acquisitions.
3. Higher consideration is given to properties adjoining existing parks, schools and public properties.
4. Higher consideration is given to properties in neighborhoods void of park land.
5. Higher consideration is given to properties named for acquisition in the Park District Master Plan.
6. Higher consideration is given to properties with unique vegetation.
7. Donations may be accepted either directly by Park District or by the Park District Foundation whichever meets the donor's needs.
8. Proposed property should have sufficient public access.
9. Proposed property should have utility access.
10. Properties lying in the flood plain or serving as detention basins will only be considered if found beneficial to the district.
11. Staff review should include proposed development, expected maintenance issues, expected liability issues, and neighboring property review.
12. The minimum size of a neighborhood park should be five acres unless the board approves a smaller site.
13. When at all possible street frontage for neighborhood parks should be the entire length of the park on two sides:
  - to provide better visibility;
  - to allow on-street parking;
  - to discourage users from cutting through private property to get to the park;
  - to develop facilities away from adjacent residential property; and



- to provide more usable space.
- Service area of each neighborhood park should be within approximately one mile barrier-free pedestrian walking distance.
- The Geneva Park District has developed with the City/County a land donation ordinance which requires 10 acres of land per thousand population to be dedicated for park/recreation purposes.

1.07 Land/Cash Ordinance

On September 17, 1979, the City of Geneva adopted the ordinance providing for the dedication of park lands and school sites, or the payment of fees in lieu of or a combination of both that shall be required of each subdivider or developer. The Geneva Park District shall review each development and shall determine the necessity of land, or cash, or a combination of both to adequately serve the residents of the district. The City of Geneva has updated and revised the ordinance over the years, most recently in 2018.

The Geneva Park District may accept cash over and above the Land/Cash Ordinance as it may be negotiated with the landowner or the residential developer.

1.08 Park Development Planning

The following procedures must be adhered to for all plans prepared for the development of a new park or to renovate an existing park.

1. Concept plan(s) will be prepared by park staff or a consultant retained by the park district.
2. A cost estimate will be prepared for each concept plan.
3. The concept plan(s) will be presented to the park board for an initial review prior to any neighborhood and/or governmental agency meeting.
4. After board approval for public review, the concept plan(s) will be presented at a public meeting with residents. Neighbors of the proposed project (within 250') will be notified of the meeting by a delivered flyer or by mail. A press release may also be sent to local newspapers announcing the meeting and social media may be utilized to announce the meeting. If there are no neighbors within 250' at the time of planning a park, the neighborhood meeting will not be necessary.
5. After public review, revisions, if any, will be made to the concept plan(s) before being presented at a park board meeting for further review and possible approval by the board.

1.09 Bond Rating Policy: The District recognizes the relationship between sound business practices and the credit strength of the District's debt. While credit factors such as the District's socio-economic statistics and indirect debt levels are not controllable by the District, we recognize the importance of factors that are controllable. District debt levels, planning, finances, and management are criteria that are controllable by the District. Sound business practices lead the policy choices of the District to maintain modest debt levels, conduct extensive planning, maintain a strong financial position, and maintain a strong management team. A byproduct of these high standards is a strong credit rating that lowers the cost of borrowing in those situations when long-term debt is necessary.

The Park District may not need to rate all bond issues.

| Management   | Finances  | Planning                                  | Debt Levels   | Analysis  |
|--|---|---|---|---|
| Board-Staff Relations  | Fund Balance/<br>Discretionary Reserves   | Budgeting–Operations<br>& Capital         | Direct (Issuer) Debt<br>Levels and Retirement<br>Rapidly    | Employment by<br>Industry & Occupation                    |
| Union Contracts/<br>Outlook for Salary<br>Increases/ Labor Peace | Cash Flow/ Liquidity  | Capital Needs                             | Indirect (Overlapping)<br>Debt Levels                       | Largest Employers–<br>Issuer & Area<br>Unemployment       |
| Vision/ Strategic<br>Planning & Risk Taking                      | Revenue Mix/ Balance/<br>Growth of Base   | Economic<br>Development/<br>Redevelopment | Future Needs  | Population Trends   |
| Planning/ Preparation  | Balance Sheet   | Financial Goals                           | Issuance Authority/<br>Availability                         | Largest Taxpayers/<br>Industry Concentration              |
| Creativity/ Innovation   | Revenues & Expenditures<br>– Extraordinary items?                               | Growth Management                         | Debt Structure/ Asset<br>Life                               | Per Capita &<br>Household Income                          |
| Responsiveness   | Tax Extensions &<br>Collections   |   | Pension & Retirement<br>Obligations/ Funding                | Home Values,<br>Affordability,<br>Ownership, Distribution |
| Consistency  | Equalized Assessed<br>Valuation (residential,<br>commercial, industrial<br>mix) |   | Availability of Internal<br>Funding for Capital<br>Purposes | Effective Buying<br>Income– Personal<br>Income            |
| Operational Efficiency   | Tax Rates (individual<br>funds & overall)                                       |   | Off Balance Sheet<br>Obligations                            | Private Investment<br>Trends                              |
| Leadership Stability–<br>Administrative & Elected                | Ability to Compress<br>Spending Growth  |   | Source/ Strength of Debt<br>Repayment Revenues              |   |
|  | Revenue/ Rate Raising<br>Flexibility  |   |   |   |

## 2.0 DEFINITIONS

- 2.01 The District: Whenever in this policy the word “District” is used, without qualifying language, such as the word shall apply to and is deemed to mean the Geneva Park District, Kane County, Illinois.
- 2.02 Commissioners and Park Board: Whenever in this policy, or any other policy hereafter adopted, the words “Board of Park Commissioners”, “Commissioner”, “Park Board”, or “Board”, shall appear without qualifying language, such words shall mean and be held to mean the Commissioners of the Geneva Park District.
- 2.03 Government: The government of the District shall be vested in the Board of Park Commissioners, duly elected or appointed by law.
- 2.04 Board: Commissioners are legally responsible for the District, and hiring of its Executive Director. They are charged with setting its goals and objectives, the evaluation of actions and reports, and the changes and corrections as might be necessary.

The Board is responsible for the legal procedures that maintain the district’s financial and legal base. The staff prepares much of the paper work; it is the board that passes the ordinances and approves the specific details and policies.

The signing of various reports and statements is the responsibility of the president, secretary and treasurer.

The hiring and evaluations of the Executive Director are the direct responsibility of the Board.

Staff actions will be presented to the Board in the form of bills to be paid, program and physical reports, budgets, staff changes, and numerous other documents.

The Board sets policy and the Executive Director and staff carries out that policy. Policies are established to provide organizational direction, to define parameters of operation, to assure consistency of service, to serve as means of communication between policy setters and staff and to serve as standards of desired objectives.

The Board interprets policy intent to staff and/or users, but carefully avoids implementation or administration. However, it is important to note that not all policies are the responsibility of the Board. Operational policies or practices are administrative in nature and should be developed and administered through the Executive Director.

- 2.05 Election of Officers: Except where the Board of the district is elected by direct vote of the electors, the Board shall elect from their number a President and shall elect a Vice President, who shall hold their respective offices for one year, or until their successors shall be elected. This election shall take place annually at the Annual Meeting in May. The Board shall prescribe their powers and duties consistent with the provisions of the Park District Code.

The Board shall also appoint a Secretary and a Treasurer, who shall hold their respective offices for one year, and require such insurance bonds as the Board deems necessary. This appointment shall take place annually at the Annual Meeting in May. The Secretary and Treasurer need not be members of the Board, in which case the Board may fix their compensation; the same person may hold both offices. The Secretary shall have power to administer oaths and affirmations. In case of temporary absence or inability of any officer to act as such, the Board may fill this office pro tempore.

The Executive Director of Parks and Recreation, Attorney and Auditor cannot be a member of the Board and shall be appointed by the Board.

- 2.06 President: The President shall preside at all meetings of the Board, and shall call special meetings thereof of his/her own motion or on request of two or more of the board members, and in case of a special meeting shall cause a notice to be given to all members as provided by the rule of said Board. He/She shall have the right to vote upon all questions coming before the Board and shall be a member thereof.
- 2.07 Vice President: The Vice President shall be vested with the powers to perform the duties of the President in the absence of the President or in the event of his/her refusal or inability to act.
- 2.08 Secretary: The Secretary shall have the custody of the Corporate seal and all books and papers pertaining to this office; shall attest and affix the corporate seal to all instruments requiring such action when authorized by ordinance or vote of the Board; shall cause all ordinances, resolutions and other actions of the Board requiring publication, to be duly published. He or she shall attend all meetings, when possible, of the Board and keep a full and true record of its proceedings. The Secretary need not be a member of the Board but may be a paid employee. The Secretary will perform such other duties as directed by the Board.
- 2.09 Treasurer: The Treasurer shall make monthly reports to the Board of all receipts and disbursements and the financial status of the district. The Treasurer or designated board member or Executive Director as outlined shall sign any appropriate checks to pay debts incurred by the District. The Treasurer need not be a member of the Board but may be a paid employee.
- 2.10 Attorney: The Attorney shall have charge of all legal matters and of the prosecution and defense of all litigation as directed by the Board or Executive Director. He/She shall draft all ordinances, resolutions and other instruments required by the Executive Director or the Board, or any committee thereof, and shall give opinions on all questions referred to him/her by the Executive Director or by the Board, and shall attend meetings upon notice given to the Attorney by the Board or Executive Director.
- 2.11 Additional Duties of Officers: In addition to the duties hereinbefore specified, each officer shall perform such other duties as may be required by law or by the ordinances or resolutions of the Board.
- 2.12 Canvass of Election: Within seven days following an election, the Board shall open and canvass the precinct returns and adopt a canvassing resolution. In the event that the seven-day restriction does not coincide with a regularly scheduled Board Meeting, the President shall call a Special Meeting of the Board for this purpose. ***NO LONGER REQUIRED***

- 2.13 Vacancies Declared: Whenever any member of the Board of Commissioners shall (1) die, (2) resign, (3) become insane, (4) cease to be a legal voter in the Park District, (5) be convicted of any infamous crime, (6) refuse or neglect to take his/her oath of office, or (7) neglect to attend the duties of his/her office or neglect to attend regular and special meetings of the Board for a period of three consecutive calendar months, or neglect to attend six (6) regular or special meetings in any 12 month period, said office may be declared vacant by the majority of the remaining board members. Filling of board vacancy is determined by Illinois Law.
- 2.14 Board Member Education and Compensation: No Board Member will receive any compensation for work done or monthly Board meetings attended as an elected commissioner. However, Board members are encouraged to attend civic functions, local, state and national park and recreation conferences and will receive reimbursement while representing the District. (Chapter 105, S 4-1a, Illinois Revised Statutes)
- Park district board members shall have an equal opportunity to attend local, state and national meetings designed to familiarize members with park and recreation issues, governance and legislation.
- Appropriate educational materials, publications and notices of training or development will be made available to members through the Illinois Association of Park Districts' board packets, direct mail, or other avenues of distribution.
- No Board member shall be directly or indirectly in any way pecuniary interested in any contract work of any kind, whatsoever, connected with this District.
- 2.15 Seating of New Commissioners: At the first official Board Meeting following the canvassing (no longer required) and certification of the election, after Old Business and at the beginning of New Business, shall be the installation of newly elected Commissioners.

### 3.0 BOARD MEETINGS AND SPECIAL MEETINGS

All regular and special meetings of the Board are subject to the Illinois Open Meetings Act (5 ILCS 120, et.seq.). Meetings will be open to the public except when the Board desires an executive session for the purposes as provided in relation to “meetings”. The Geneva Park District shall designate the Superintendent of Finance and Personnel & the Executive Director as the Open Meetings Act designees for the District.

Individuals or groups who desire to petition the Board for some specific action should present their request in writing to the Board secretary no less than 48 hours prior to a meeting.

Board meeting agendas will be published the week prior to regularly scheduled business meeting of the Board. Board Meeting minutes, within seven days of board approval, will be available for viewing or copy at a cost sufficient to reimburse the District for the expense of duplication. Agendas and minutes will be available at their applicable times during regular office hours at the Administrative Office or on the Park District website.

- 3.01 Channels of Procedure: The Board’s major function is to establish policy. From time to time, the Board or one of its members may have questions about the implementation of these policies or about the actual operation of the District, its facilities or of a particular program. Concerns should be given to the Park District’s Executive Director, who in turn will direct the questions to the appropriate Superintendent. After a reasonable amount of time, the Superintendent should report to the Park District’s Executive Director or appropriate Board member. If applicable, the Executive Director may request that a Board Committee review the question or concern that is raised.

In making comments to the press, Board members must keep in mind that their comments may be misconstrued as the consensus of the entire Board and thus should exercise prudent judgement in issuing any statements.

- 3.02 Records, Minutes and Ordinances: All ordinances, resolutions and other proceedings of the Board will be in writing and kept in a regular book of records open to public inspection at all reasonable and proper times as prescribed by law. Copies of the foregoing will be available upon request and upon payment in advance of the cost of reproduction, collation and delivery as provided in the Public Records Act. (Chapter 116, Illinois Revised Statutes).
- 3.03 Recording Closed Sessions: The Geneva Park District shall keep verbatim record of all closed or executive sessions meetings of the Board of Commissioners or any subsidiary “public body” as defined by the Illinois Open Meetings Act, 5 ILCS 120/1. The verbatim record shall be in the form of an audio or video recording as determined by the corporate authorities.
- 3.04 Responsibility of Recording and Maintaining Closed Sessions: The Park District Secretary or his/her designee shall be responsible for arranging for the recording of closed or executive sessions. In his/her absence, the President will arrange for the audio or video recording of the closed session of the Park District Board. Each subsidiary public body of the Park District shall designate an individual who will be responsible for the recording of any and all closed or executive sessions and providing the Park District secretary with a copy of such recording. The Park District secretary shall securely maintain the verbatim recordings of all closed sessions of the corporate authorities of the Park District and all subsidiary public bodies of the Park District.

- 3.05 Closed Session Minutes: In addition to the recordings of the close and executives session, the Park District will keep minutes of all closed meetings in accordance with the requirements of the Open Meetings Act, ILCS 120/1.
- 3.06 Procedures for Recording: At the beginning of each closed session, those present shall identify themselves by voice audio recording. If the meeting is videotaped, those present shall individually appear on camera and identify themselves by voice at the beginning of the closed session. The Board President shall also announce the time and closed session commences and ends at the appropriate times during the recording.
- 3.07 Back-up Equipment/Procedure for Equipment Malfunction: The Park District will maintain sufficient tapes, batteries and equipment for the Park District to comply with the regulations of the Open Meetings Act. The Park District Secretary or his/her designee will periodically check the equipment to confirm that it is functioning. In the event that anyone present at the closed session determines that the equipment is not functioning properly, the closed session will be temporarily suspended to attempt to correct any malfunction. In the event that an equipment malfunction cannot be corrected immediately, the closed session will terminate until such time as the closed session may proceed with a functioning recording device.
- 3.08 Procedure for Review of Closed Session Minutes and Recordings: At one meeting at least every six months, the Board Meeting agenda shall include the item to review executive session minutes. The executive session agenda summary shall include the item to review the minutes and recordings of all closed sessions that have not been released for public review and determine which minutes, if any, may be released. Minutes shall be reviewed in closed session and shall not be released unless the corporate authorities of the Park District find that it is no longer necessary to protect the public interest or the privacy of an individual by keeping them confidential. As to any minutes not released, the corporate authorities shall find that the need for confidentiality still exists to those minutes. Minutes of closed sessions shall be kept indefinitely. Recordings shall be reviewed in a manner appropriate to the purpose for which they were intended.
- 3.09 Maintenance and Public Release of Recordings and Access to Tapes: The audio or video tape recordings of closed sessions shall be maintained for 18 months after the closed session and shall not be released to the public unless such release is required by a court order or specifically authorized for release by a vote of the Park District Board. Members of the corporate authorities may listen to the closed session recordings in the presence of the Park District secretary or his/her designee. Copies of such tapes will not be made or provided to anyone unless specifically authorized by vote of the Park District Board.
- 3.10 Procedure for Destruction of Recordings: The Park District Secretary or his/her designee is hereby authorized to destroy the audio and video recordings of those closed sessions when:
1. The corporate authorities of the Park District have approved the minutes of the closed sessions as to accurate content, regardless of whether the minutes have been released for public review;
  2. More than 18 months have elapsed since the date of the closed session;
  3. There is no court order requiring the preservation of such recording;
  4. The corporate authorities of the Park District have not passed a motion requiring the preservation of the verbatim recording of that meeting.

#### **4.0 MEETING RESPONSIBILITIES**

- 4.01 Fiscal Year: The fiscal year of the Geneva Park District shall begin on the first day of May and end on the thirtieth day of April of the succeeding year.
- 4.02 Annual Meeting: The annual meeting of the Board shall be held at the regular scheduled meeting date in May of each year.
- 4.03 Regular Meeting: Regular scheduled meetings are held the third Monday of each month at 7:00 p.m. unless otherwise scheduled.
- 4.04 Special Meetings: The President shall call special meetings of his/her own motion or upon request of two or more of the board members. Notice shall be given to all members of the Board and the public at least forty-eight hours before the date set of said meeting as required by law.
- 4.05 Place of Meeting: The meetings of the Commissioners shall be held at the Park District Office, 710 Western Avenue, Geneva, Illinois. However, meetings may be held in any other place within the Geneva Park District.
- 4.06 Quorum: A majority of the duly elected and qualified commissioners shall constitute a quorum for the transaction of business; provided, however, that if no quorum is present, the commissioners attending may adjourn the meeting from time to time until a quorum is obtained.
- 4.07 Order of Business: The order of business at all meetings shall be established by an agenda as provided by the Executive Director and/or Board of Commissioners. The following format will apply: Call to Order; Roll Call; Hearing of Guests; Reading of Minutes; Claims and Accounts; Treasurer and Supt. of Finance & Personnel Report; Approval of the Agenda; Correspondence; Old Business; Communications; Staff Reports; New Business; Executive Session; Adjourn. Agendas are included in the board packets that are delivered to Board members at least 48 hours in advance of the meeting, usually at the end of business day on the Friday before the meeting.
- 4.08 Committees: Committees are appointed at the annual meeting and may be appointed from time to time by the President or Executive Director with the consent of the Board as necessity may require. All committee appointments shall be for a one year term and expire at the next annual meeting, unless said committees are sooner discharged by the President of the Board or by a majority of the Board of Commissioners. The Executive Director shall serve as an ex-officio member on all committees. Other full-time staff may also be called on to serve as ex-officio members of a committee. A committee is not authorized to take any action, it is responsible for submitting report(s), either written or oral, to the Board and shall recommend that action, if required, be taken by the Board.
- 4.09 Manner of Voting: A roll call vote shall be taken upon the passage of all ordinances and resolutions and upon all propositions to create any debt, and in cases at the request of any commissioner or Executive Director, and be entered upon the journal of proceedings
- 4.10 Rules of Order: Robert's Rules of Order shall govern questions of procedure in all cases not herein provided.
- 4.11 Public Comment: Members of the public will be allowed to speak during the "Hearing of Guests" portion of a regular meeting of the Board, unless the business or circumstances of the Board at a particular meeting precludes public comment. The general rule shall be that an individual shall have not more than five minutes to make his or her comments and that repetitive comments are discouraged. The



Board may set, on a meeting-by-meeting basis, an overall limit on the number of, and time for, public comments if necessary to facilitate the proper and orderly conduct of the meeting and the completion of the Board's business.

## **5.0 POLICIES, RULES AND ADMINISTRATIVE PROCEDURES**

The Geneva Park District Board of Commissioners is the policy making board of the district.

The Board of Commissioners shall establish and amend rules for all parks, facilities and programs within the district.

The staff shall be responsible for establishing the procedures necessary to implement policies and rules set by the Board of Commissioners. The staff will operate and run the daily functions of the park district. The Executive Director serves as technical advisor and consultant to the park board and administers policies of said board.

The Board of Commissioners recognizes the need for a document that contains the Board policies and administrative procedures that facilitate the operation of the District on a day-to-day basis.

### **5.01 Policy:**

A policy is any plan or course of action reflecting the aims to be achieved by the District officially approved by the Board of Commissioners of the Geneva Park District. Policy reflects value judgments on issues related to the purposes of the recreation system and provides guidelines for the operation of the District and thus gives positive direction to the Executive Director and the staff in the discharge of their duties.

A policy must be formulated and approved by the Board. Policy statements can take form of guidelines for the discretionary action of those to whom it delegates authority. These guidelines for discretionary action shall constitute the policies governing the operation of the Park District. They shall be recorded in writing.

The formulation and adoption of these written policies shall constitute the method by which the Board of Commissioners shall exercise its leadership in overseeing the operation of the Park District.

The study and evaluation of reports concerning the execution of its written policies shall constitute the basic methods of by which the Board of Commissioners shall exercise its control over the operation of the Park District.

The formal adoption of policies shall be recorded in the minutes of the Board of Commissioners. Only those written statements so adopted and so recorded shall be regarded as official Board policy. Implied Board policy may be developed from Board meeting minutes and proceedings, although not officially adopted as policy, per se.

All adopted and recorded policies will be placed in the Board Policies and Procedures Manual or another policy manual approved by the Board.

5.02 Administrative Procedures:

Administrative Procedure is any plan or course of action formulated, developed and implemented by the Park District staff to facilitate day-to-day Geneva Park District operations within the respective policy guidelines.

Administrative Procedure directly guides the staff in providing efficient and enjoyable recreational experiences for the public by detailing the specific course of action to be taken within the general framework of policy.

The Executive Director shall have the responsibility of specifying the action required and designing the detailed arrangements under which the Park District will be operated. These detailed arrangements and specific actions shall constitute the Administrative Procedures governing the day-to-day operation of the Geneva Park District. They must, in every respect, be consistent with the policies formulated and adopted by the Board.

Administrative Procedures, when appropriate, will be documented and placed in one of the various Geneva Park District Manual Books.

**6.0 LEGAL AND FINANCIAL**

6.01 Form of Seal: The corporate seal of the Geneva Park District shall be circular in form with the words Geneva Park District in the center circle and the words Founded 1953, Geneva, Illinois in the outer circle.

6.02 Contracts: The Board shall award all contracts involving District liability exceeding \$10,000. Unless otherwise determined by the Board, all such contracts so executed shall be in the name of the District. They shall be approved by the Board & signed by the Executive Director on behalf of the District and attested by the Secretary with the corporate seal affixed thereto.

6.03 Financial Liability: No Commissioner, Officer or Employee shall be authorized to create any financial liability on behalf of the Board unless it shall first be approved in nature and amount by the Board; provided, however, that the Executive Director is authorized to make any necessary purchase which does not exceed \$10,000.00 per item, except for emergency repairs or purchases which are required from time to time. Officers and employees, as authorized by the Board, may requisition from the Executive Director such supplies, material and equipment as may be needed according to the district's purchasing policy as listed in the Geneva Park District Operations Manual.

6.04 Approval and Processing of Checks: The Board members, Officers, and Executive Director are responsible for the signing of checks. ~~Two signatures are required on any checks amounting to \$10,000.00 or more.~~

6.05 Approval of Disposal of Surplus Property: Periodically the District shall desire to dispose certain personal property that has been deemed as no longer useful or needed for the operations of the District. The District shall comply with the Park District Code of the State of Illinois (70 ILCS 1205/1-1 et seq.) when declaring personal property a surplus.

All declarations must be filed with the Executive Director for authorization. Once approved, the Executive Director will complete an ordinance for Board approval. The Board shall pass the ordinance authorizing the Executive Director to sell or dispose the property being declared as surplus. The description of the property being declared as surplus must be attached to the ordinance as an exhibit.

The exhibit shall have a listing of the property being disposed of that is no longer necessary, useful, or in the best interests of the Park District. An item/description of the property will be provided including make/model if applicable; department or area of property; and mileage if applicable. A estimated value placed on each item of property listed. Each item declared surplus property shall have a minimum value approved by the Executive Director. For items valued under \$ 1,000, the Executive Director shall approve the selling price based on official offers to purchase the property. The Executive Director or his designee is authorized to dispose of said personal property by auction, trade-in or other means. For items valued above \$ 1,000, a formal sealed bid opening shall be posted and held in accordance to the Park District's bid awarding policies. The District may elect when deemed in the best interest of the agency to utilize the bid services provided on line by a recognized bid services including the District's own Web Site. ~~Once bids are opened the Board of Commissioners shall approve the bid results and award the offer to the most qualified bidder.~~

Employees of the District shall have the benefit of forwarding offers to purchase surplus property or filing a bid when deemed necessary. No employee shall be permitted to purchase surplus property below the minimum value placed on an item.

Annually the board will be provided with a vehicle/equipment auction results report ~~Once the purchase or bid award is complete the Executive Director shall forward a report to the Board of Commissioners~~ illustrating the results of the disposal or selling of the surplus property in question. The report shall include an item description of the items declared surplus property, name of the purchaser, selling price, date of purchase, illustration of relationship of purchaser to park district, if any, and a history of repairs or related costs to the surplus property. These results shall be reviewed and ratified by the Board of Commissioners.

6.06 Sample Ordinance for Disposal of Surplus Property

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AUTHORIZING THE SALE OF CERTAIN  
SURPLUS PERSONAL PROPERTY**

WHEREAS, the Geneva Park District, Kane County, Illinois (the “District”), is a duly organized and existing park district created under the laws of the State of Illinois, and is now in operation under the provisions of the Park District Code of the State of Illinois, 70 ILCS 1205/1-1 et. Seq., as supplemented and amended; and

WHEREAS, the District is desirous of disposing of certain personal property that it deems is no longer needed or useful; and

WHEREAS, the District is authorized to dispose of personal property that it deems is no longer needed or useful pursuant to 70 ILCS 1205/8-22.

NOW THEREFORE, BE IT ORDAINED by the Board of Commissioners of the Geneva Park District, as follows:

**Section I. Findings.** The Board of Commissioners hereby finds that the property described in Exhibit A, incorporated herein by reference, is no longer needed or useful.

**Section II. Authorization.** The Board of Commissioners hereby authorizes the Executive Director to sell or dispose the property described in Exhibit A in a manner not inconsistent with the Park Code or direction of the Board.

**Section III. Delegation.** All actions to be taken by the Executive Director to execute the instructions herein described may be performed by a duly authorized designee appointed by the Executive Director.

**Section IV. Repealer.** All prior ordinances in conflict with this Ordinance are hereby repealed to the extent of such conflict.

**SO ORDAINED** this \_\_\_\_ Day of \_\_\_\_, 20\_\_, by the Board of Commissioners of the Geneva Park District, Geneva, Kane County, Illinois.

AYES:

NAYS:

ABSTAIN:

ABSENT:

PRESIDENT:

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Susan VanderVeen  
President

ATTEST:

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Sheavoun Lambillotte  
Secretary

- 6.07 Approval of Salary Ranges: Annually, through the budget preparation process, the Board shall approve salaries and wage expense for full time, part time and short term positions.

At the beginning of each calendar year any salary range changes and pay increases for full time, employees are proposed during the budget process by staff and reviewed by the Executive Director. The applicable Department Head along with the Executive Director review the proposed salary ranges as well as any salary increases for current full-time employees. Once the ranges and salary increases are verbally approved by the Executive Director, the full time salary ranges and increases are then brought forth to the Personnel Committee for review. At the recommendation of the Personnel Committee, the full time salary increases and salary ranges for full time, employees are brought forth to the entire board for approval at a board meeting. These approved figures are then incorporated into the operating budget which is approved by the Board in April.

## 7.0 RETIREMENT

The Board of Commissioners elected that the Geneva Park District participates in the Illinois Municipal Retirement Fund effective May 1953.

- 7.01 Repeal: All existing policies, resolutions and orders in conflict herewith are hereby repealed.

## 8.0 ENVIRONMENTAL PRINCIPLES

### 8.01 Mission Statement:

The Geneva Park District will adopt environmentally friendly business practices that are fiscally responsible to conserve resources, educate the community and provide best practices in resource management.

These policies and guidelines based on the standards provided by the Illinois Park and Recreation Associations *Model Environmental Policy*. The Geneva Park District is committed to the environment and this policy will provide the guidelines for staff to use when carrying out this commitment. The environmental policy is a working document to assist the Geneva Park District to measure and achieve the goals and action plans decided upon by the Green Committee and instituted by park district staff.

### 8.02 Environmental Goals:

1. Purchase and use of Environmentally Safe and Sensitive Products  
Purchase products for use in facility and park operations, which minimize negative environmental impacts, taking into consideration the effects of product production, use, storage and disposal.
2. Wise Use and Protection of Air Water, Soil and Wildlife  
Actively seek and implement ways to conserve and protect water and soil, enhance air quality, limit the production and release of damaging pollutants, and protect wildlife.
3. Wise Use of Energy Resources  
Actively seek and implement ways to conserve energy resources and investigate methods of applying alternative energy technologies.
4. Reduction and Handling of Waste  
Reduce waste production, reuse and recycle materials from facility and park operations, and handle hazardous and all other wastes according to lawful and safe procedures.
5. Open Space Planning and Preservation  
Protect and restore indigenous natural communities such as grasslands, woodlands, and wetlands and promote the reclamation, acquisition, preservation and management of other open space areas, including river corridors, greenways and trails.
6. Environmental Education and Interpretation  
Provide education and interpretative opportunities for staff, and the public which will increase appreciation for the natural world and promote environmentally conscious lifestyles, emphasizing selective consumption and low-impact resource use.

### 8.03 Action Plan For Goals:

#### 1. Purchase and use of Environmentally Safe and Sensitive Products

- a. The production, use and disposal of many office, recreation and maintenance products contributes significantly to the pollution of the air, water and soil and the destruction of natural communities of plants and animals. Education product selection in the workplace and at home can mean the difference between an environment safe for all living things, including people, and a planet contaminated with toxic pollutants.
- b. Purchase products with recycled content whenever possible for use in recreation programs, offices, park maintenance and development projects
- c. Encourage the conservative use of paper and wood in place of plastics and other non-biodegradable and non-renewable products.
- d. Eliminate the use of Styrofoam products by staff, concessionaires and park/facility users.
- e. Minimize the use of petroleum-based products such as inks, stains, and plastics.
- f. Reduce the use of disposable products by the staff, concessionaires and park/facility users.
- g. Make use of electronic mail resources such as phone or computer message systems in place of paper memos.
- h. Inventory all hazardous materials including cleaners, paints, solvents, sealants, wood preservatives, and office products, and investigate environmentally sensitive alternatives.
- i. Avoid the use of chlorine-bleached paper products.
- j. Reduce indoor air pollutants such as fluorocarbons from spray cans and fumes from cleaning solutions, sealants and paints by using less harmful alternatives.
- k. Minimize indoor pesticide use by incorporating integrated pest management within all facilities.
- l. Avoid using products harvested from rainforests or other endangered natural communities.
- m. Develop a district environmental policy statement for use in bidding documents.

#### 2. Wise Use and Protection of Air Water, Soil and Wildlife

- a. All life on earth is dependent upon clean and reliable sources of air, water and soil. Without these basic life-support systems, the quality of life declines and the diversity of plants and animals on the planet is diminished.
- b. Reduce vehicle emissions through regular tune-ups and other applicable vehicle maintenance.
- c. Identify sources of indoor air pollution and implement a prevention program.
- d. Develop a program to monitor and remove asbestos.
- e. Conduct an inventory of toxic air emissions and implement an action plan to reduce emission levels.
- f. Retrofit all facilities with water conservation hardware and develop a leak detection and correction program.
- g. Develop a water conservation plan for swimming pools, and other special facilities.
- h. Evaluate the impact of cleaners, solvents and other products on the water source and investigate environmentally sensitive alternatives.
- i. Use drought resistant and native species for landscaping.
- j. Investigate alternative snowmelt products, using those that have the least impact upon the surrounding soil, water and plant life.
- k. Establish a comprehensive integrated pest management program for park grounds, including selection of plant species, preventative maintenance, early detection of problems, natural control methods and minimized use of pesticides.
- l. Ensure that underground storage tanks do not leak and remove or replace any defective equipment.
- m. Practice soil management and appropriate landscaping to prevent erosion.
- n. Incorporate environmental impact considerations in the design process of facilities and parks.
- o. Ban the use and release of balloons in parks.



3. Wise Use of Energy Resources

- a. The majority of energy produced in the United States is derived from non-renewable or limited resources such as oil and coal and from nuclear sources, releasing large amounts of pollutants into the air and/or creating other toxins. Careful conservation of energy resources will minimize pollution while prolonging the lifespan of the non-renewable resources until other alternative and less harmful energy technologies are readily available.
- b. Plant shade trees near buildings to reduce energy consumption due to summer air conditioning.
- c. Plant evergreens and shrubs as windbreaks along building foundations and walls to reduce energy consumption due to heating.
- d. Design and build energy efficient buildings, considering insulation and energy efficient appliances and incorporating alternative, renewable technologies such as solar and wind energy.
- e. Conduct energy audits and retrofit buildings with energy saving devices.
- f. Improve the efficiency of existing lighting by retrofitting outdoor and indoor lighting with energy efficient bulbs and requiring all new lighting to be energy efficient.
- g. Properly maintain refrigerators and air conditioners for more energy efficient cooling.
- h. Establish minimum and maximum thermostat temperature settings for all facilities, and reduce heating and cooling usage when buildings are unoccupied.
- i. Insulate hot water heaters and pipes and reduce temperature settings.
- j. Consider alternative fuels such as propane and natural gas and alternative energy technologies such as electrically powered vehicles.
- k. Maintain vehicles to reduce fuel consumption and implement energy saving fleet operation procedures.
- l. Support the use of transportation alternatives such as bicycles, car pooling, walking and mass transit and provide incentives for staff and park/facility uses.

4. Reduction and Handling of Waste

- a. Americans produce over 154 million tons of garbage every year. Most of this so-called trash could have been reused, recycled or reduced at the source. Simple steps taken by the park district to eliminate waste in the workplaces, reuse materials and recycle discards could result in a net waste reduction of 80 percent or more.
- b. Investigate source reduction of waste, including purchasing in bulk, minimizing packaging, reducing excess use of paper, and choosing reusable and recyclable products.
- c. Reduce paper use by sharing subscriptions, making double-sided reports, reducing junk mail, using memo routing slips and keeping mailing lists current.
- d. Investigate ways to reuse office, recreation program, and maintenance/construction materials typically discarded.
- e. Compost or otherwise reuse all landscape waste.
- f. Develop and implement a comprehensive in-house and parks recycling program including metals, glass, plastics, paper, cardboard, magazines and other recyclables.
- g. Recycle batteries, antifreeze, motor oil, Freon and other automotive by-products.
- h. Train staff in the proper handling, use, storage and disposal of hazardous materials.

5. Open Space Planning and Preservation

- a. Open spaces and green places are essential to the health and happiness of all human beings, providing solitude, beauty and inspiration. Maintaining native natural areas is also imperative to the health, diversity and balance of all life on this fragile planet Earth.
- b. Develop and implement plans for the re-establishment and/or restoration of native grasslands and woodland ecosystems.
- c. Re-establish and protect river corridors, wetlands and other wildlife habitats.

- d. Provide appropriate recreations access to and enhance public awareness of such restored and protected natural sites.
  - e. Support local efforts to establish greenways.
  - f. Work with commercial or private landowners in an effort to acquire or otherwise ensure the use of these lands for open space.
  - g. Develop relationships with land trusts and preservations/conservation organizations to assist in open space and natural habitat preservation.
  - h. Develop a plan to balance appropriate recreational use of environmentally sensitive lands with preservation goals.
  - i. Utilize native species for park landscaping.
  - j. Eliminate or control exotic and invasive plant and animal species that inhibit ecological diversity and integrity.
  - k. Abide by existing laws to protect rare, threatened and endangered plant and animal species.
  - l. Develop a tree planting and replacement programs to reforest park areas in the community.
  - m. Organize a volunteer tree planting and maintenance program.
  - n. Adopt a resolution to protect heritage trees.
6. Environmental Education and Interpretation
- a. Provide education and interpretation opportunities for staff and the public, which increase appreciation for the natural world and promote environmentally conscious lifestyles, emphasizing selective consumption and low-impact resource use.
  - b. Organize an environmental committee consisting of staff from all facilities and/or departments.
  - c. Involve district staff in an environmental education program, which explains the commitment of the district to the environment, provides information about environmentally conscious lifestyles and workplace choices and habits, and stresses the need for staff input and involvement.
  - d. Develop and implement an energy awareness program for employees and park/facility users.
  - e. Develop and implement a water conservation program for employees and park/facility users.
  - f. Develop plans for dealing with environmental disasters such as chemical spills or floods.
  - g. Ensure that contractors and vendors comply with the district's adopted environmental policies.
  - h. Promote leisure activities that minimize environmental impact and energy use.
  - i. Develop a public relations program to inform the public about the district's environmental efforts, provide community leadership, and server as a role model.
  - j. Include environmental lifestyle information in materials distributed to the public.
  - k. Develop and present public programs, which enhance the public's relationship with the natural world and teach environmentally responsible lifestyles.
  - l. Interpret the natural resources specific to the community via programs, presentation, signage or brochures.
  - m. Use Earth Day, Arbor Day and other conservation programs as a vehicle to educate the public about environment.
  - n. Work with other interested community agencies and organizations to develop and enhance a strong environmental ethic.

## **9.0 QUALITY EMPLOYEES**

The Board of Park Commissioners recognizes that the District competes with private as well as other public agencies for quality employees. Thus, it shall be the policy of the Board to direct and support the efforts for the Executive Director to hire and maintain, within reasonable financial constraints, a policy of providing a suitable salary and benefits program for the employees of the District.

The Board shall adopt a job classification and wage schedule and allocate appropriate funding within budgetary constraints that will provide the workforce of the District with a consistent and competitive salary structure and shall be updated each fiscal year. The board shall approve the revised wage schedule each fiscal year as part of the review and approval of the annual operations budget document. The Board shall also be responsible to direct the Executive Director to provide industry standard and survey documentation in regard to current salary structures in the park and recreation market to ensure the validity and competitive pay of all District employee positions to include employee benefits and other compensation options.

The Board of Park Commissioners shall encourage the employees of the District to be professionally certified as a part of the National Recreation and Park Association Program where deemed appropriate and in some job positions may require professional certification, or obtaining certification within a stated time after employment, as a qualification for the said position.

In addition, the Board recognizes the importance to provide employees opportunities to better themselves and remain current with industry trends and professional certification requirements by providing appropriate funding, within budgetary constraints, by providing employees with continuing educational opportunities. This shall include both fees and charges to attend such continuing educational workshops, as well as, the time during scheduled work schedule to attend and participate in such opportunities. Benefits and use of these opportunities by employees are further defined and illustrated in the District's Personnel Policy Manual.

The benefit packages provided by the District to all employees are based on the job classification the employee was hired for within the District. The Board realizes that benefits for both full, part time employees as well as seasonal are an important aspect to hire and maintain quality employees and good morale for the District overall. The Board shall provide employees of the park district with a comprehensive and competitive benefits package in order to compete for quality employees within the private sector as well as related public sector jobs. The benefit packages are considered within any fiscal year and are set within the budgetary constraints of the District.

## **10.0 COOPERATION BETWEEN AGENCIES**

The Board of Park Commissioners recognizes the need and desirability of cooperating with community agencies. In order to best serve the residents of the District in the most economical manner, all cooperative efforts should be instituted when it is believed that such cooperative efforts will better serve District residents on making the best utilization of District funds.

Board members and staff of the District shall strive to cooperate to the fullest extent with other agencies in the community, including governmental, public, private and voluntary organizations. This cooperation, however, shall not be initiated or endured to the detriment or curtailment of the functions or operations of the District or to the detriment or curtailment of prior commitments with individuals or groups. The District has agreements with the Geneva School District, Geneva Police Department, Kane County, City of Geneva, Geneva Public Library, City of Batavia, Batavia Park District and Batavia

Police Department.

In addition, the Recreation Department will coordinate programs with other organizations in the district. Examples include cooperative programs with the school district, hospital, library, local churches and Batavia Park District.

## **11.0 ADVISORY COMMITTEES**

It will be considered in the best interests of the Park District to encourage citizen participation in the planning of facilities and activities in an advisory capacity.

The Park District President, with Board approval, shall appoint special advisory committees to give technical assistance and to advise on specific programs or activities.

The Board of Park Commissioners may create a Citizens Advisory Commission, appoint members, establish members' terms of service and determine the functions and responsibilities of this commission.

## **12.0 ASSESSING THE DISTRICT**

The District is always re-evaluating and assessing the leisure need of the residents of the Geneva Park District. The Board of Park Commissioners will review the changing needs of the community by contracting a comprehensive assessment study at least every 10 years to assist in determining the direction of the Park District offerings. In addition, the District staff shall assess the needs of residents by offering a community wide needs assessment survey every five years and evaluations to residents participating in all seasonal programs. Those surveys will be presented to the Board of Commissioners and the Recreation Committee for final recommendations from staff. The District will also participate with the City of Geneva in regard to a city-wide strategic plan as established by the City of Geneva.

- 12.01 Community Input and Advisory Committee: It is the policy of the Commissioners of the Park District to encourage citizen interest and participation in the affairs of the District and therefore to set up a plan whereby citizen committees may participate in an advisory capacity to the Park District. The Park District will also make every effort to solicit input regarding development of recreation programs.

A Recreation program or Park Facility project may implement the above policy. It is understood that this may grow or change with experience and should be reviewed periodically by the Board. In addition to this committee, the Park District may call upon focus groups or hold community informational meetings.

- 12.02 Evaluation of Long Term and Short Term Goals: In January of each year the Board of Park Commissioners shall evaluate and approve the long term and short term goals of the District. The long term and short term goals are formulated as follows:

1. Individual goals are established each year for all full time employees through a collaborative process between employees and their Department Head. These individual goals are approved by the Executive Director and then included in their annual evaluation.
2. Department Heads compile staff goals and combines them with specific department goals or tasks for completion for presentation to the Executive Director.
3. The Executive Director then incorporates departmental goals/tasks into the District's long

term and short term goals. The Board reviews and approves these short term and long term goals annually.

### **13.0 ANNUAL REPORTS AND STATISTICS OF LEISURE PROGRAMS AND FACILITIES**

The district staff shall maintain statistics on the leisure programs and facilities which will assist the staff and board in determining if we are meeting the needs of our citizens. The staff will produce an annual report for each facility which will be approved by the Recreation Committee and Board of Commissioners and then made available to the public.

All statistics on program participation, evaluations and financial information will be presented to the Recreation Committee, Board of Commissioners and made available to the public. The Recreation Committee will meet at least twice per year to review the above mentioned leisure program statistics.

### **14.0 PUBLICATION IN PAMPHLET FORM**

In lieu of other publications, this policy shall be published in pamphlet form, as provided by law, and when so printed shall become effective and shall have the same force and effect as otherwise published by law; and such pamphlet shall be received as evidence of the passage of this policy in all courts or places without further publication, all as provided by law.

- 14.01 Validity: If any provision of this code is held invalid, the invalidity of that provision shall not affect any of the other provisions of this policy.
- 14.02 Effective Date: This policy shall take effect and be in full force from and after its passage, approval and publication in pamphlet form as provided by law.

### **15.0 PROCEDURE & INFORMATION PACKET FOR PROSPECTIVE PARK COMMISSIONERS**

It shall be the responsibility of the Park District Secretary to assist proposed Park Board candidates. This assistance shall consist of, but not be limited to, meeting with candidates, touring of parks and facilities, providing informational packets (Section 15.01) and copies of approved minutes from Park Board meetings for the past six months.

The Secretary shall inform candidates of the time commitment, benefits of the position, answer questions and provide a brief history of the district.

- 15.01 Prospective Board Member Packet: The packet of information shall include but not be limited to:
1. Recreation – Seasonal brochures for one year
  2. Parks – List of parks, acreage and amenities
  3. Master Plan and Goals & Objectives – Provide the most up-to-date copy
  4. IAPD Booklet – The District may provide candidates with books and pamphlets from IAPD relating to board member guidelines and responsibilities.

## 16.0 ORIENTATION OF NEW BOARD MEMBERS

The Board of Commissioners recognizes its responsibility in helping and assisting a newly elected or appointed Board member to understand the operations of the District as well as the roles and responsibilities of the members of the Board.

This section of the Administrative Board Policy Manual provides the key elements to introducing a new board member to the Geneva Park District.

1. Orientation Procedures
2. Orientation Materials
3. Orientation Meeting Agenda
4. Orientation Acknowledgement

### 16.01 New Board Members Orientation Procedures:

1. The new member shall be given selected material on the duties and responsibilities associated with Board membership. These materials shall include, but are not limited to: Section 16.02, Orientation Materials, attached to this policy.
2. The Secretary shall supply the new member with material pertinent to the next official meeting of the Board following election or appointment, and shall explain its function and utilization.
3. The new member shall meet with the Executive Director and members of his/her staff to discuss services they perform for the Board and the District.
4. As soon as practical after the new member assumes office, an orientation meeting with the Executive Director will be held to acquaint the new member with the details of District operations.
5. The Executive Director will arrange for a tour of Parks and Facilities with the new member.

### 16.02 Orientation Materials:

The New Board Member Orientation Materials Packet shall include but not be limited to:

1. IAPD - New Commissioners Book and Illinois Park District Code Book.
2. Recreation –Seasonal brochures for one year, the list of goals for the department, Recreation Committee Report and all facility annual reports and recommendations.
3. Parks – List of parks, acreage and amenities. Construction projects and schedules, vehicle and equipment replacement program, park improvement schedule.
4. Personnel and Board Members – Organizational chart, chain of command and list of board members, staff and phone numbers. New Board Members will be introduced to all appropriate staff and other board members as soon as possible.
5. Finance – Copies of the budget, tax report from County, finance procedure policy, list of investments, and a copy of the most recent audit.

6. Master Plan and Goals & Objectives – The master plan and yearly updates reviewed in detail.
7. Administrative Board Policy Manual – Will be distributed to the board member(s).
8. Facility Visitation – Schedule a day to show the new member(s) the parks and facilities.
9. Board Meeting Procedures – Review past few agendas and minutes to describe procedures and rules of order. Review Policies, Rules and Administrative Procedures Statement in entirety.

16.03 New Board Member Orientation Agenda:

1. Board History
  - A. Copy of minutes from the past year of Board meetings
  - B. History Book is available for review in the office
2. Recreation
  - A. One year of Seasonal Brochures
  - B. List of Recreational Goals
  - C. Recreation Committee Report
  - D. Facility Annual Reports
  - E. PDRMA Information
3. Parks
  - A. List of Parks and Acreage & Amenities
  - B. Construction Project Budget & Description
  - C. Construction Budget of Recreation and Corporate Funds
4. Board Member Information
  - A. Organizational Chart & Policy on Executive Director / Board Responsibilities
  - B. List of Board Members & Staff Home and Work Numbers
  - C. Introduce Board Members to Staff
5. Finance
  - A. Copies of Budget & Description Pages
  - B. Tax Report from County
  - C. Finance Procedure Policy
  - D. List of Investments
  - E. Copy of Recent Audit
6. Master Plan
  - A. Master Plan Book
  - B. Updated Goals and Objectives
7. Board Procedures
  - A. Board Policy Manual
8. Facilities
  - A. Schedule a Date and Time for Tour of Parks and Facilities
9. Board Meetings
  - A. Review Past Agendas to Describe Procedures and Rules of Order



16.04 New Board Member Orientation Acknowledgement:

I hereby acknowledge receipt of the New Board Member Orientation Packet for the Geneva Park District and agree to read and become familiar with its contents. I understand that this packet is to provide a general guidance of the policies and operations of the Park District. The Park District’s Executive Director is available in the future to answer any questions or concerns you may have with board member procedures.

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Printed Name*

## 17.0 AMERICANS WITH DISABILITIES ACT POLICY

The Americans with Disabilities Act became a law on July 26, 1990. The intent of the adoption of the ADA is “to remove the barriers caused not just by physical features of the environment but by attitudes towards people with disabilities.”

The Act is divided into five major components.

- Employment
- Public Entities (and public transportation)
- Public Accommodations (and commercial facilities)
- Telecommunications
- Miscellaneous Provisions

The Geneva Park District supports the ADA laws through ensuring services, facilities and employment opportunities comply with its guidelines. The park district identifies numerous areas within its scope of services to comply. These areas include:

- 1) Signage / Markings: All public parking areas will comply with local, state and federal laws regarding the minimum number of parking spots for people with disabilities. The parking spots will have signage and/or markings identifying parking spots for people with disabilities as well as the appropriate amount of fines for violations.
- 2) New Construction: All new construction will comply with all local, state and federal laws and codes regarding accessibility to facilities.
- 3) Remodeling of Existing Facilities: Any extensive remodeling of existing facilities requiring architectural services will comply with all local state and federal laws and codes regarding accessibility to applicable facilities. Accessibility of buildings and park facilities are addressed specifically in the Park District’s Self-Evaluation and Transition Plan. The Park District recognizes the importance of remedy and fully intends to continue to evaluate the accessibility in any renovations and future developments. The renovations and developments will take place over a period of years. (1 McGovern, John N. The ADA Self-Evaluation Handbook for Park Districts. 1991)
- 4) Identification and Removal of Physical Barriers: Through inspections and user feedback, physical barriers limiting accessibility to facilities and services will be identified and removed. Any such removals will be identified and accomplished through the district’s work request form procedure to acknowledge and document such tasks.
- 5) Parkland Accessibility: In addition to identified physical barriers limiting accessibility, new playground construction and playground renovation projects will include the installation of accessible playground surfacing and playground equipment that complies with existing U.S. Access Board Regulations as well as CSPA and ASTM standards and guidelines.
- 6) Vehicles and Equipment: Any equipment that is identified to serve disabled persons will possess the necessary adaptations to provide accessibility. Buses with lifts will be acquired and utilized for applicable users.
- 7) Administration of ADA Transition Plan: In order to comply with the many facets of the ADA, specific staff members of the Geneva Park District have been appointed to facilitate compliance. With the approval of this manual by the Park Board, the Superintendent of Parks and Properties will

be appointed as the ADA Coordinator and the following people will be appointed to an ADA Transition Team to ensure that the Geneva Park District completes the transition plan to comply with the ADA.

- 1) The Superintendent of Finance & Personnel is responsible for employment and personnel issues
  - 2) The Superintendent of Recreation is responsible for programming issues
  - 3) The Superintendent of Parks and Properties is responsible for accessibility standards.
- 8) Upgrading Existing Facilities: In addition to new construction and remodeling projects, the district through its ADA Transition Team and user feedback, may identify specific components and/or features of facilities that may require upgrading or replacement to comply with ADA.
- 9) Programming: The Geneva Park District invites all possible users to participate in its programs and services and will continually offer services to all members of the public. In most cases, inclusion aides can be provided in classes to assist participants with special needs when applicable. The operation of the Fox Valley Special Recreation Association also contributes to specifically targeted programs and services for people with disabilities. Attached is a copy of the procedure used in making programming accessibility inquiries.
- 10) Employment: No one will be discriminated against while seeking employment with the Geneva Park District or while being employed by the Geneva Park District because of disabilities. The Park District has adopted an employment application that acknowledges the rights of accommodation in employment practices.

GENEVA PARK DISTRICT  
710 Western Avenue  
Geneva, IL 60134  
(630) 232-4542

## PROGRAM ACCESSIBILITY INQUIRY PROCEDURE

1. This form describes the manner in which any person may bring an internal inquiry regarding the accessibility of programs, services and activities of the Geneva Park District. This process is intended to comply with Title II, Public Entities and Public Transportation of the Americans with Disabilities Act.
2. Any person either having a disability or associated with a person having a disability may file a Program Accessibility Inquiry with the Park District. The inquiry may be made by completing a Program Accessibility Inquiry Form (attached) or without the use of this form by writing to the Park District. If the form is not used, the letter to the Park District must include the following information:
  - A. Name of person making the inquiry
  - B. Telephone number of person making the inquiry
  - C. Address of person making the inquiry
  - D. Basis for the inquiry (brief description of the circumstance or incident)
  - E. Date, time and location of circumstance or incident
  - F. Description of how the Park District has unfairly discriminated on the basis of disability
  - G. The change, correction, remedy, action or relief sought by the person making the inquiry
3. The Program Accessibility is to be filed with the ADA Coordinator for the Geneva Park District. Within five (5) working days of its receipt of the inquiry, the Park District must arrange a conference with the person making the inquiry. The conference must be conducted within ten (10) working days of the Park District's receipt of the inquiry. Before and after the conference, the ADA Coordinator must investigate the inquiry and examine actions which the Park District can take to address the inquiry.
4. Within five (5) working days of the conference, the ADA Coordinator will inform the person making the inquiry as to how and when the Park District will respond, or whether the Park District will take any action with respect to the inquiry. This notice to the person making the inquiry must be in writing or in another permanent and effective means of communication and must be mailed or delivered to the last known address of the person making the inquiry.

(Program Accessibility Inquiry Procedure Continued)

5. If the person making the inquiry finds the Park District's response to be unsatisfactory, he/she may, within five (5) working days of receipt of the Park District's response, request that the inquiry be reconsidered. A request for reconsideration must be in writing and addressed to the Executive Director of the Park District, at 710 Western Avenue, Geneva, Illinois 60134.
  - A. Reconsideration will be made by the Executive Director. Within ten (10) working days of the Park District's receipt of a reconsideration request, the Executive Director must review the original inquiry and the Park District's response. The Executive Director may take such action as investigating the inquiry, interviewing employees or meeting with the person making the inquiry, if deemed necessary to the reconsideration of the request.
  - B. A written notice of the decision of the Executive Director must be made no later than 20 working days from the receipt of the request for reconsideration. This notice must be mailed or delivered to the last known address of the person making the reconsideration request.
6. The person who made the request for reconsideration may, within five (5) days of receipt of the notice from the Executive Director, request an appeal to the Park District's Board of Commissioners. An Appeal must be made in writing and addressed to the President of Geneva Park District Board of Commissioners, 710 Western Avenue, Geneva, Illinois 60134.
  - A. Within ten (10) working days of the receipt of the request to appeal, the Board of Commissioners (or a committee formed for this purpose) must meet with the person making the appeal to consider the original inquiries and response as well as other information pertinent to the appeal.
  - B. Within fifteen (15) working days, the Board of Commissioners must send written notice to the person making the appeal of its decision. Such notice must describe the Board's decision and include a brief description of the grounds for that decision. This notice will constitute a final decision by the Park District on the inquiry.

GENEVA PARK DISTRICT  
710 Western Avenue  
Geneva, IL 60134  
(630) 232-4542

## PROGRAM ACCESSIBILITY INQUIRY FORM

Please complete each section of this form to the best of your ability. Type or print clearly.

### **ABOUT YOU**

Name \_\_\_\_\_ Daytime Telephone \_\_\_\_\_  
*(You may file anonymously)*

Address \_\_\_\_\_

City \_\_\_\_\_ County \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Are you filing this inquiry: *(Check all that apply)*

- \_\_\_\_\_ A. On behalf of yourself as a person with a disability?
- \_\_\_\_\_ B. On behalf of a family member or ward who has a disability?  
*(Please describe your relationship)*
- \_\_\_\_\_ C. As a person associated with another who has a disability?  
*(Please describe your relationship)*
- \_\_\_\_\_ D. As an interested person?

(Program Accessibility Inquiry Form Continued)

**ABOUT YOUR INQUIRY**

Name of program, service, activity, park or facility involved \_\_\_\_\_

\_\_\_\_\_

Location (if park or facility), if known \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date and time of occurrence you believe was discriminatory or unfair \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**WHAT HAPPENED**

Please describe in your own words the action by an employee(s), the rule or policy, the service(s) or the condition of a park, area, facility or structure which you feel is discriminatory or unfair. It is not necessary to refer to laws, regulations, ordinances or policies in your description. *(Use additional paper to describe your observation(s), if necessary)*

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**HOW CAN THE PROBLEM BE CORRECTED?**

Please describe the actions which you feel need to be taken to address the problem.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**IS THERE A DEADLINE?**

Must this problem be addressed before a program or an event occurs? Please identify any date which you feel is important to the problem.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Program Accessibility Inquiry Form Continued)

**PLANNING A CONFERENCE**

The Park District will contact you within five (5) working days of the date your inquiry is received to schedule a conference to discuss the inquiry. The conference will occur within ten (10) working days from the date your inquiry is received.

Do you need an accommodation during the conference? *(If yes, please describe)* \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

When are you most available? *(Check two)*

|              |               |              |                |
|--------------|---------------|--------------|----------------|
| _____ M/Tu/W | 9:00-11:00 AM | _____ M/Tu/W | 2:00-4:00 PM   |
| _____ Th/F   | 9:00-11:00 AM | _____ Th/F   | 2:00-4:00 PM   |
| _____ W      | 6:30-8:30 AM  | _____ Sa     | 10:00-11:00 AM |

**SUBMITTING THIS FORM**

Thank you for completing the PROGRAM ACCESSIBILITY INQUIRY FORM. We will contact you soon.

PLEASE MAIL THIS FORM TO:

ADA Coordinator, Superintendent of Parks and Properties  
Geneva Park District  
710 Western Avenue  
Geneva, IL 60134

For assistance with this form or for information about program accessibility, please call ADA Coordinator at (630) 232-4542.



## 18.0 FREEDOM OF INFORMATION ACT POLICY AND INFORMATION DIRECTORY

The Geneva Park District Board of Commissioners has developed this policy to make public records available for inspection by members of the public. It is necessary that safeguards be imposed on the record review process to protect the privacy of individuals and to prevent unreasonable disruption of the conduct of the business of the Geneva Park District. This policy and the attached Information Directory create the Freedom of Information Packet that is to be made available to the public at the Stephen D. Persinger Recreation Center and the Sunset Community Center. The packet provides general information about Park District board and staff members, committees, facilities, parks, meeting dates and FOIA forms.

### 18.01 Inspection of Records:

Inspection of public records of the Geneva Park District shall be subject to the provisions of the Freedom of Information Act (5ILCSs 120, et seq.) including requirements of Illinois Public Act 96-0542. The Geneva Park District shall designate the Superintendent of Finance and Personnel & the Executive Director as the Freedom of Information Act Officers for the District. The staff members in this position must maintain proper compliance certification. The following requirements are hereby established for the inspection of records required to be made available to public inspection:

1. Any notice in writing may be submitted to the FOIA Officers, the Park District's Superintendent of Finance and Personnel & Executive Director.
2. The notice submitted must specify with reasonable particularity, which records are to be inspected.
3. The records to be inspected shall be available for inspection at the Geneva Park District office, 710 Western Avenue, Geneva, IL 60134, or if specified, can be copied and made available for delivery or pick up from the office. Records shall be available within five (5) days after the day of receipt of the request.
4. At the discretion of the FOIA Officers or other custodian of the records sought to be inspected, such records may be inspected only in the presence of an appropriate employee of the Park District. Records shall be available for public inspection during regular office hours. For this purpose, regular office hours shall be between the hours of 8:30 a.m. and 5:00 p.m. Monday-Friday except holidays. Records may not be inspected on any one occasion for more than three hours.

### 18.02 Extension of Response:

Consistent with applicable law, the Park District can extend your request for information for an additional five (5) days.

### 18.03 Limitations on Access:

Consistent with applicable law, a request to inspect records may be denied as provided in Section 7 of "The Freedom of Information Act" and the District may extend the time for compliance to the request to inspect or copy records in accordance with said Act.

18.04 Copies:

Records subject to public inspection may be reproduced, copied or photographed at the Park District's office by the person inspecting such records or by park district personnel. However, the custodian of the records shall be entitled to approve the manner and method in which records are reproduced, copied or photographed to assure that the records are not thereby damaged or the operations of the Park District unreasonably interfered with or disrupted. Except as otherwise required by law, copies of records available for public inspection will be made and provided to persons requesting the same only at the discretion of the Board of Commissioners, FOIA Officers or other custodian of such records. No obligation is undertaken to make and provide copies of reports and records available for public inspection except when required by law. To the extent copies are provided, a fee will be charged as noted in the Fee Schedule within the Freedom of Information Act Directory, payable in advance, consistent with current applicable law.

## 18.05 GENEVA PARK DISTRICT INFORMATION DIRECTORY



The Geneva Park District is a unit of local government incorporated and organized under the laws of the State of Illinois, which has the purpose of providing leisure services, leisure facilities, and open space for the residents of the Geneva Park District.

The Geneva Park District has certain functional subdivisions, which are shown on the sheet attached hereto. The approximate amount of the operating budget of the Geneva Park District is \$15 million. The park district's office is located at 710 Western Avenue. The Park District has 41 full-time and approximately 500 part-time/seasonal employees.

### **GENEVA PARK DISTRICT BOARD OF COMMISSIONERS**

|                   |                                    |
|-------------------|------------------------------------|
| Susan Vander Veen | President                          |
| John Frankenthal  | Vice President/Assistant Treasurer |
| Pat Lenski        | Treasurer                          |
| Jay Moffat        | Commissioner                       |
| Bre Cullen        | Commissioner                       |

### **GENEVA PARK DISTRICT MISSION STATEMENT**

The mission of the Geneva Park District is to provide recreational programs, facilities, and open space that will enhance the quality of life for residents of all age groups and abilities.



### **GENEVA PARK DISTRICT OFFICE FACILITIES & ADMINISTRATIVE STAFF**

Offices of the park district are as follows:

Administrative and Recreation Office

Executive Director of Parks and Recreation  
Superintendent of Recreation

Assistant Superintendent of Recreation

Superintendent of Finance and Personnel

Facility Manager

710 Western Avenue  
Geneva, IL 60134  
630-232-4542

Park District Maintenance Facility

Superintendent of Parks & Properties  
410 Wheeler Drive  
Geneva, IL 60134  
630-232-8670

Peck Farm Park

Manager of Peck Farm Park Interpretative Center  
4038 Kaneville Road  
Geneva, IL 60134  
630-262-8244

Stephen D. Persinger Recreation Center

Facility Manager  
3507 Kaneville Road  
Geneva, IL 60134  
630-232-4501

Geneva Park District Attorney

Ancel Glink Diamond Bush DiCianni & Krafthefer  
140 S. Dearborn Street, 6<sup>th</sup> Floor  
Chicago, IL 60603  
312-782-7606



## GENEVA PARK DISTRICT COMMITTEE APPOINTMENTS

~~2020-2021~~ ~~18-2019~~

### Finance

~~Jay Moffat~~ ~~Pat Lenski~~

Susan VanderVeen

Sheavoun Lambillotte

### Land Acquisition, Building & Grounds, Facilities

~~Pat Lenski~~ ~~Jeggy Condon~~

~~John Frankenthal~~ ~~Jay Moffat~~

Sheavoun Lambillotte

### Long Range Planning

~~Bre Cullen~~ ~~Jay Moffat~~

~~John Frankenthal~~ ~~Peggy Condon~~

Sheavoun Lambillotte

### Personnel and Policies

~~Susan VanderVeen~~ ~~Pat Lenski~~

~~Bre Cullen~~ ~~John Frankenthal~~

Sheavoun Lambillotte

### Recreation

~~Pat Lenski~~ ~~Susan VanderVeen~~

Jay Moffat

Nicole Vickers

### Special Recreation Board

Sheavoun Lambillotte

Alternates: Nicole Vickers, Christy Powell

### School / Park

~~Jay Moffat~~ ~~John Frankenthal~~

Susan VanderVeen

Sheavoun Lambillotte



December, 20~~20~~<sup>18</sup>

In compliance with section 42.02 of the Illinois Open Meetings Act, the following dates are scheduled for the Geneva Park District regular board meetings for 20~~21~~<sup>19</sup>, which are held at the Geneva Community Center, 710 Western Avenue, Geneva, IL at 7:00 p.m.:

January ~~18~~<sup>21</sup>, 20~~21~~<sup>19</sup>

February ~~15~~<sup>8</sup>, 20~~21~~<sup>19</sup>

March ~~15~~<sup>8</sup>, 20~~21~~<sup>19</sup>

April ~~19~~<sup>5</sup>, 20~~21~~<sup>19</sup>

May ~~17~~<sup>20</sup>, 20~~21~~<sup>19</sup>

June ~~21~~<sup>17</sup>, 20~~21~~<sup>19</sup>

July ~~19~~<sup>5</sup>, 20~~21~~<sup>19</sup>

August ~~16~~<sup>9</sup>, 20~~21~~<sup>19</sup> – Held at Peck Farm Park Orientation Barn

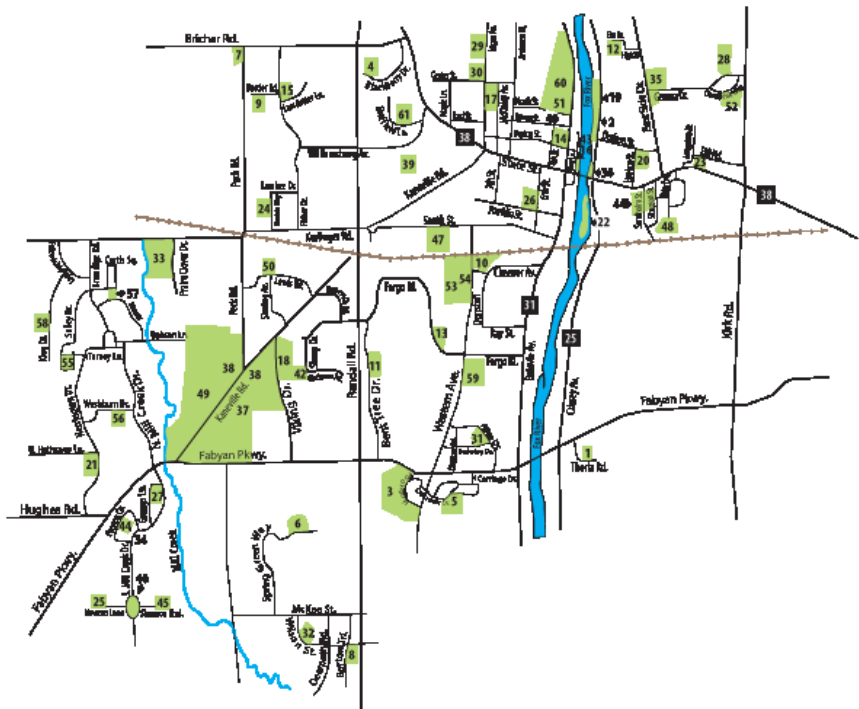
September ~~20~~<sup>16</sup>, 20~~21~~<sup>19</sup>

October ~~18~~<sup>21</sup>, 20~~21~~<sup>19</sup>

November ~~15~~<sup>8</sup>, 20~~21~~<sup>19</sup>

December ~~13~~<sup>9</sup>, 20~~21~~<sup>19</sup>

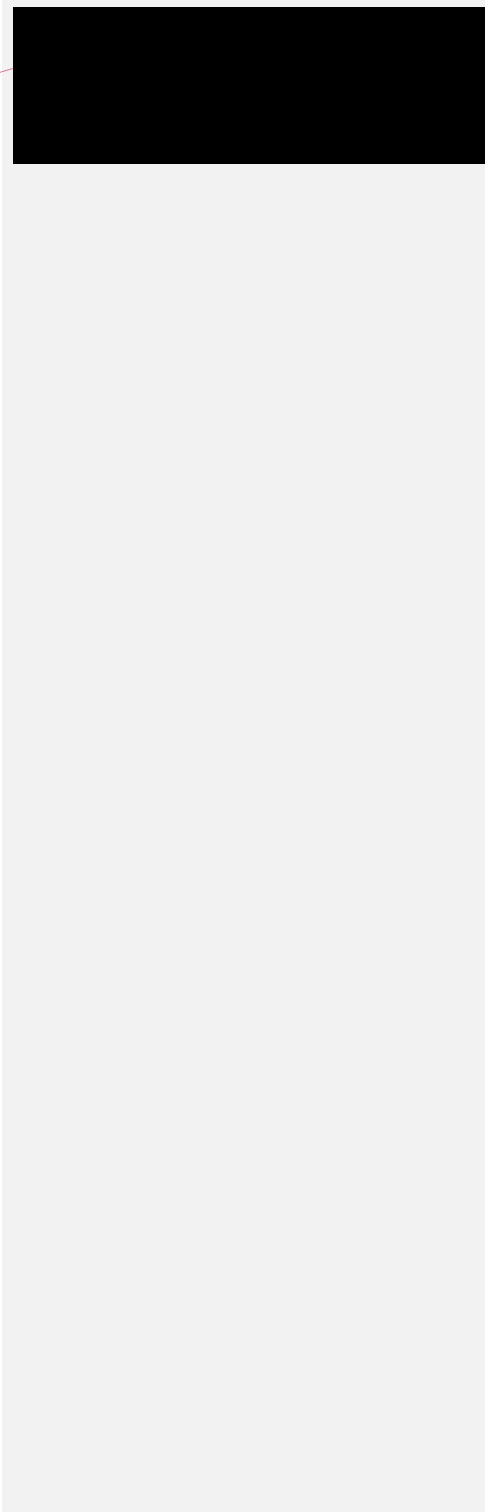
GENEVA PARK DISTRICT FACILITY & PARKS MAP



[illegible]



\_\_\_\_\_





## **GENEVA PARK DISTRICT RECORDS DIRECTORY AND FOIA FEE SCHEDULE**

Any person requesting records of the Geneva Park District may make such a request in person or in writing, at the Administrative Offices located at 710 Western Avenue. Additional options include requesting by fax at 630-232-4569 or by email to [cpowell@genevaparks.com](mailto:cpowell@genevaparks.com) and [slambillotte@genevaparks.com](mailto:slambillotte@genevaparks.com). All requests should be made to the FOIA Officers listed below. Requests should be addressed "ATTENTION FOIA OFFICERS" and specify in particular the records requested to be disclosed and copied. FOIA directories and forms can be obtained through the Park District's website at [www.genevaparks.org](http://www.genevaparks.org). If you desire that any records be certified, you must indicate that in your request and specify which records must be certified. Requests will only be accepted during regular business hours, Monday-Friday 8:30 AM to 5:00 PM, except holidays.

### **FOIA Officers**

Christy Powell

Superintendent of Finance and Personnel

[cpowell@genevaparks.com](mailto:cpowell@genevaparks.com)

Sheavoun Lambillotte

Executive Director

[slambillotte@genevaparks.com](mailto:slambillotte@genevaparks.com)

710 Western Avenue

Geneva, IL 60134

630-232-4542 (phone)

630-232-4569 (fax)

### **FOIA Fee Schedule**

First 50 pages of black and white letter or legal sized copies, no cost.

Additional pages, black and white, letter or legal size actual cost up to \$0.15.

Color copies or copies in a size other than letter or legal shall be reimbursed to actual costs.

Electronic records will be formatted subject to reimbursement for costs of recording medium.

Cost to certify a record will be subject to reimbursement for the cost to certify.

Records may be furnished without charge or at a reduced charge, as determined by the Park District, if the person requesting the documents states the specific purpose for the request and indicates that a waiver or reduction of the fee is in the public interest. Waiver or reduction of the fee is in the public interest of the principle purpose of the request is to access and disseminate information regarding health, safety and welfare or the legal rights of the general public and is not for principal purpose of personal or commercial benefit.



**GENEVA PARK DISTRICT REQUEST FOR PUBLIC RECORDS**

I am requesting to... Copy ☐ Inspect ☐ Certify ☐ (Check Appropriate Box)

...the following public records:

**INFORMATION REQUESTED (Please be specific):**

---

---

---

**Requested by:**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_

**Will this material be used for commercial purposes?** Yes \_\_\_\_\_ No \_\_\_\_\_

The copy and certification charges will be based on the Fee Schedule included in the FOIA Directory.

A response to your request will be made within five (5) business days of the receipts of this request. Any extensions will not exceed five (5) additional business days. Please return with a copy of this request on

\_\_\_\_\_.

**INFORMATION RECEIVED:**

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

By: \_\_\_\_\_ Signature

Please indicate your preference:

- ☐ I will examine the records at the administrative offices. Upon notification of the availability of records, please call 630-232-4542 to schedule an appointment. Hours of examination are Monday through Friday 8:30 am until 4:30 pm.
- ☐ I would like copies of the records sent to me at the above address. Fees will be \$.15 per page after the first 50 pages for standard black and white copies. Costs for color or oversize copies may be higher.
- ☐ If available, I would like documents sent in electronic format. Extensive records that require CD formatting may be charged a fee.

Email: \_\_\_\_\_

Your signature: \_\_\_\_\_

**For Office Use Only**

Date Received \_\_\_\_\_ Response Due Date \_\_\_\_\_ Reply Date \_\_\_\_\_

Notes \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**GENEVA PARK DISTRICT DENIAL OF FREEDOM OF INFORMATION ACT REQUEST**

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

The Geneva Park District denies your request for \_\_\_\_\_. We have determined that those records are exempt as specified by the Freedom of Information Act as designated in Item No. \_\_\_\_\_ of Section 7 of the Act. This decision was reached by:

|       |       |
|-------|-------|
| _____ | _____ |
| Name  | Title |

|       |       |
|-------|-------|
| _____ | _____ |
| Name  | Title |

|       |       |
|-------|-------|
| _____ | _____ |
| Name  | Title |

You have the right to appeal this decision to \_\_\_\_\_, President of the Board of Commissioners of the Park District. You have the right to seek review of the issue by the Public Access Counselor (PAC) in the Attorney General's office, as well as the right to seek judicial review by filing a court case.

Public Access Bureau  
500 South 2<sup>nd</sup> Street  
Springfield, IL 62706  
217-558-0486  
[publicaccess@atg.state.il.us](mailto:publicaccess@atg.state.il.us)

\_\_\_\_\_  
FOIA Officer  
Geneva Park District



**GENEVA PARK DISTRICT NOTICE TO EXTEND RESPONSE TO REQUEST BY FIVE DAYS**

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

Your request for information from the Geneva Park District cannot be obtained within the five day period. An additional five days will be required to supply the material for the following reason(s):

- \_\_\_\_\_ The requested records are stored in another location.
- \_\_\_\_\_ The request requires the collection of a large number of records.
- \_\_\_\_\_ The request is categorical in nature and requires an extensive search.
- \_\_\_\_\_ The public body has failed to locate the requested records on its initial attempt and the search is continuing.
- \_\_\_\_\_ The requested records require examination by a competent person in order to determine which, if any, are exempt under Section 7 of the Act.
- \_\_\_\_\_ It would unduly burden or interfere with the operations of the Park District to fill the request within the initial five working days.
- \_\_\_\_\_ There is a need for consultation with another public body that has a substantial interest in the determination or in the subject matter of the request.

We regret we are unable to obtain the required information for you, but will notify you as soon as the material is available.

\_\_\_\_\_  
FOIA Officer  
Geneva Park District

## **19.0 REMOTE ATTENDANCE POLICY**

- 19.01 Purpose: The purpose of this policy is to allow members of the Geneva Park District Board of Commissioners to attend and participate in open and closed meetings of the Board by video or audio means as authorized by Section 7 of the Open Meetings Act, 5 ILCS 120/7, subject to the rules and limitations applicable to attendance and participation as set forth below.
- 19.02 Definitions:
1. "Meeting" means any open or closed meeting of the Board that is subject to the Act
  2. "Qualifying Event" means personal illness or disability; employment purposes or the business of the District; or a family or other emergency
  3. "Remote Means" means video or audio conference only
  4. "Secretary" means the secretary appointed by the Board pursuant to Section 4-8 of the Code
- 19.03 Remote Attendance Permitted: Subject to the limitations set forth in Section 19.04 below, a Commissioner may attend any meeting by remote means if the Commissioner is prevented from physically attending the meeting because of a Qualifying Event.
- 19.04 Restrictions on Remote Attendance: No Commissioner may attend a meeting by remote means for any reason other than a Qualifying Event. No Commissioner may attend any portion of a meeting by remote means unless:
1. A quorum of the Board is physically present at the Meeting.
  2. He or she provides written notice to the Secretary specifying the Qualifying Event at least one hour prior to the meeting at the District's principal office.
  3. The remote means utilized must be fully functional so as to allow all Commissioners and any member of the audience to hear all communications taking place at the meeting.
- 19.05 Rules of Procedure When Remote Attendance Utilized: When any Commissioner attends any portion of a meeting by remote means as permitted by this policy:
1. The minutes of the meeting shall so reflect that such Commissioner attended the meeting by remote means.
  2. Every Commissioner shall be identified during all Board discussions so that each Commissioner is aware of which Commissioner is speaking at all times.
- A Commissioner attending a Meeting by Remote Means shall:
1. Be permitted to fully participate in the meeting as if he or she were physically present, subject to the Board's guidelines and procedures for conducting the meeting.
  2. Advise the Secretary and Board if he or she leaves or returns from the meeting.
  3. Advise the Secretary and Board of all other persons in the same room as such Commissioner attending by remote means and whether and to what extent such other persons are able to hear the discussions at the meeting.
- 19.06 Applicability and Effective Date: If any provision of this Policy conflicts with any provision of the Act, the provisions of the Act shall prevail. This Policy was approved by a majority of the Board at its Meeting held on April 18, 2011 at which time it will become effective.



# *Geneva Park District Personnel Policy Manual*

Board Approved ~~32/2021~~19

## **TABLE OF CONTENTS**

|      |  |
|------|--|
| 0.0  | FACILITY INFORMATION                               |
| 1.0  | INTRODUCTION                                       |
| 2.0  | DEFINITION AND CLASSIFICATION OF EMPLOYEES         |
| 2.01 | Park District                                      |
| 2.02 | Board  |
| 2.03 | Director   |
| 2.04 | Department Heads                                   |
| 2.05 | Managerial Employees                               |
| 2.06 | Supervisory Employees                              |
| 2.07 | Regular Employees                                  |
| 2.08 | Full-Time Employees                                |
| 2.09 | Part-Time Employees                                |
| 2.10 | Introductory Employees                             |
| 2.11 | Short-Term Employees                               |
| 2.12 | Volunteers   |
| 2.13 | Acting Appointments                                |
| 2.14 | Contractual Employees                              |
| 2.15 | Calendar Year                                      |
| 2.16 | Fiscal Year  |
| 3.0  | EQUAL EMPLOYMENT OPPORTUNITY                       |
| 4.0  | PRE-EMPLOYMENT TESTS                               |
| 4.01 | Pre-Employment Medical Examination                 |
| 4.02 | State Criminal Conviction Background Check         |
| 4.03 | Internal Procedure for Criminal Conviction Results |
| 4.04 | Waiver and Release of All Claims Form              |
| 4.05 | Pre-Employment Drug Test                           |
| 4.06 | <del>Drivers</del> Driver's License Abstract       |
| 4.07 | Vehicle Driver Pre-Employment Process              |
| 5.0  | REFERENCES   |
| 5.01 | Reference Checks for Prospective Employees         |
| 5.02 | References for Current/Former Employees            |
| 5.03 | Reference Release for Prospective Employee         |
| 5.04 | Reference Release for Current/Former Employee      |
| 5.05 | Pre-Employment Telephone Reference Check           |
| 6.0  | CHILD LABOR LAWS: EMPLOYMENT OF MINORS             |
| 6.01 | Statement of Prospective Employer                  |
| 7.0  | AMERICANS WITH DISABILITIES ACT FOR EMPLOYEES      |
| 7.01 | Pregnancy Non-Discrimination                       |



- 8.0 STATEMENT OF INTEGRITY
- 9.0 CHAIN OF COMMAND – SUCCESSION PROCEDURE
  - 9.01 Absence of Department Heads
- 10.0 WORK WEEK AND HOURS OF WORK
  - 10.01 Director, Department Heads, Managerial, Supervisory
  - 10.02 Independent Contractors
  - 10.03 Regular Employees
  - 10.04 Part-time and Short-term Employees
  - 10.05 Lateness
  - 10.06 Full Time Employee Informational Meetings
- 11.0 TIME REPORTS
  - 11.01 Pay Day
  - 11.02 Deductions
  - 11.03 Reporting New Employees
- 12.0 COMPENSATION PROGRAM
- 13.0 FAIR LABOR STANDARDS ACT: OVERTIME & COMPENSATORY TIME
  - 13.01 Definitions
  - 13.02 Eligibility
  - 13.03 Overtime Obligations & Approval
  - 13.04 Compensation
  - 13.05 Termination of Employment
- 14.0 PAYROLL PERIODS & PAYDAY
- 15.0 PAYROLL DEDUCTIONS
- 16.0 IMRF PENSION PLAN
  - 16.01 Introduction
  - 16.02 Contribution
  - 16.03 Return of Contributions
  - 16.04 Pension
  - 16.05 Disability Benefit
  - 16.06 Death Benefits
- 17.0 DEFERRED COMPENSATION

- 18.0 INSURANCE
  - 18.01 General
  - 18.02 Health Insurance
  - 18.03 Employee Assistance Program
  - 18.04 Worker's Compensation
  - 18.05 Life Insurance
  - 18.06 Retirement Benefits
  - 18.07 Waiver of Health Insurance Coverage
  - 18.08 Waiver of Health Insurance Coverage Form
- 19.0 EMPLOYEE BENEFITS
  - 19.01 Payment for Use of Personal Vehicles/Use of Park District Vehicles
  - 19.02 Professional Organizations
  - 19.03 Park District Expenses
    - 19.03.01 Travel Companions
    - 19.03.02 Cash Advances
    - 19.03.03 Airfare/ Hotel
    - 19.03.04 Reimbursable Expenses/ Reimbursement Reports
    - 19.03.05 Issues/Abuse
  - 19.04 Participation in Programs and Use of Facilities
  - 19.05 Continuing Education, Training, and Tuition Reimbursements
  - 19.06 Personal Use of Park District Property
  - 19.07 Kane County Credit Union
  - 19.08 Suggestion System
  - 19.09 Nursing Mothers in the Workplace
- 20.0 HOLIDAYS
- 21.0 VACATIONS
  - 21.01 First Year of Employment
  - 21.02 Schedule
  - 21.03 Requirements for Vacation
  - 21.04 Vacation Pay
  - 21.05 Failure to Return to Work
  - 21.06 Vacation Credit for Prior Service
  - 21.07 Treatment of Unused Vacation Days
- 22.0 PAID SICK DAYS
  - 22.01 Full-time Employees
  - 22.02 Preschool Teachers and Aides
  - 22.03 Senior Coordinator
- 23.0 PERSONAL DAYS
  - 23.01 Eligibility
  - 23.02 Request for Personal Day
  - 23.03 Treatment of Unused Personal Day
- 24.0 BEREAVEMENT LEAVE

- 25.0 JURY DUTY
- 26.0 MILITARY LEAVE
- 27.0 ABSENCE WITHOUT LEAVE
- 28.0 PERSONAL LEAVE (Unpaid)
  - 28.01 Eligibility
  - 28.02 Request for Leave
  - 28.03 Beginning and Length of Leave
  - 28.04 Reinstatement
  - 28.05 Failure to Return
  - 28.06 Benefits While on Leave
- 29.0 FAMILY AND MEDICAL LEAVE ACT (Including Pregnancy)
  - 29.01 Eligibility, Beginning and Length of Leave
  - 29.02 Request for Leave
    - 29.02.01 Intermittent Leave
  - 29.03 Extension of Leave
  - 29.04 Reinstatement
  - 29.05 Failure to Return
  - 29.06 Benefits While on Leave
  - 29.07 Certain Highly Compensated Key Employees
- 30.0 VICTIMS' ECONOMIC SAFETY AND SECURITY ACT
  - 30.01 Employees Covered under VESSA
  - 30.02 When to Grant VESSA Leave
  - 30.03 Notice and Certification Requirements
  - 30.04 Employee Rights and Protections under VESSA
  - 30.05 Workplace Adjustments
  - 30.06 Enforcement
- 31.0 CHILD BEREAVEMENT LEAVE
- 32.0 EVALUATIONS
- 33.0 COMPLIANCE WITH SUPERVISORY DIRECTIVE
- 34.0 OPPORTUNITY FOR ADVANCEMENT
- 35.0 TEMPORARY AND PERMANENT SEPARATION FROM EMPLOYMENT
  - 35.01 Disciplinary Actions
    - 35.01.01 Oral Warning
    - 35.01.02 Written Warning
    - 35.01.03 Suspension
    - 35.01.04 Dismissal
    - 35.01.05 Examples of Reasons for Disciplinary Action
  - 35.02 Employment-At-Will

- 35.03 Layoffs
- 35.04 Resignations
- 35.05 Retirement
- 35.06 Return of Park District Property
- 35.07 Separation of Service
- 35.08 References
- 35.09 Exit Interview
- 35.10 Exit Interview Form
- 36.0 REVIEW OF DISMISSAL / SUSPENSION
  - 36.01 Review of Disciplinary Action other than Dismissal
  - 36.02 Review of Dismissal
  - 36.03 Employee's Response
- 37.0 GRIEVANCE PROCESS AND PROCEDURE
- 38.0 ACCIDENTS AND INJURIES
- 39.0 NEPOTISM POLICY/ ROMANTIC RELATIONSHIPS
- 40.0 EMPLOYMENT IN MORE THAN ONE DEPARTMENT
- 41.0 OUTSIDE WORK
- 42.0 POLITICAL ACTIVITY
- 43.0 GIFTS, GRATUITIES AND REWARDS
- 44.0 ETHICS ORDINANCE
- 45.0 WORK ATTIRE
  - 45.01 Clothing Specifics for Administrative, Recreation and Office Staff
  - 45.02 Exceptions to Clothing Specifics for Administrative, Recreation and Office Staff
  - 45.03 Parks Department Uniforms, Clothing and Safety Gear
- 46.0 SMOKING
- 47.0 WEAPONS
- 48.0 SEARCH OF LOCKERS, DESKS, AND OTHER PARK DISTRICT PROPERTY
  - 48.01 Workplace Inspections
- 49.0 COMPUTERS
  - 49.01 Geneva Park District Email
  - 49.02 Internet Access on GPD Computers
  - 49.03 Utilization of GPD and Personal Social Media
    - 49.03.01 Administration of GPD Social Media
    - 49.03.02 Content and Comments for GPD Social Media

- 49.03.03 Best Practices for GPD Social Media & Personal Sites
- 49.04 Acknowledgement of Email, Internet and Social Media Computer Policy

#### 50.0 TELEPHONES

- 50.01 Personal Calls and Texting
- 50.02 General Cell Phone Procedures
- 50.03 Geneva Park District Cell Phones
- 50.04 Use of District-Provided Cell Phones
- 50.05 Personal Cell Phones Utilized for Business Purposes
- 50.06 Safety Issues for Cell Phone Use
- 50.07 Additional Information, Requirements, Responsibilities

#### 51.0 DRUG-FREE WORKPLACE ACT

- 51.01 Purpose
- 51.02 Acts Prohibited
- 51.03 Definitions
- 51.04 Voluntary Treatment
- 51.05 Screening and Testing
- 51.06 Treatment
- 51.07 Use of Prescription/OTC Drugs
- 51.08 Notice of Convictions
- 51.09 Discipline / Penalties for Violation
- 51.10 Inspections
- 51.11 Records
- 51.12 Consent To Drug And/Or Alcohol Screening Or Testing

#### 52.0 ALCOHOL AND DRUG PROCEDURES FOR CDL EMPLOYEES

- 52.01 Introduction
- 52.02 Adverse Effects of Alcohol and Drug Use
- 52.03 Affected Employees
- 52.04 Employee Requirements
- 52.05 Tests Performed
  - 52.05.01 Alcohol Test
  - 52.05.02 Controlled Substances Test
- 52.06 Six Circumstances Under Which Testing Will Be Performed
  - 52.06.01 Pre-employment Testing
  - 52.06.02 Random Testing
  - 52.06.03 Reasonable Suspicion Testing
  - 52.06.04 Post Accident Testing
  - 52.06.05 Return to Duty Testing
  - 52.06.06 Follow-up Testing
- 52.07 Consequences of Failed or Refused Tests
- 52.08 Required Training

#### 53.0 CHILD ABUSE AND NEGLECT

- 53.01 General Employee Guidelines
- 53.02 Handling Allegations of Abuse
- 53.03 State of Illinois Abused and Neglected Child Reporting Act

53.04 Abuse and Neglected Child Act Acknowledgement

54.0 MODIFIED DUTY

- 54.01 Objectives
- 54.02 Modified Duty Basic Program Requirements
- 54.03 Department Responsibilities
- 54.04 Employee Responsibilities
- 54.05 Worker's Compensation Provider Responsibilities
- 54.06 Potential Modified Duty Tasks
- 54.07 Memorandum
- 54.08 Modified Duty Physician Evaluation Form
- 54.09 Modified Duty Request Memorandum

55.0 NON-DISCRIMINATION AND ANTI-HARASSMENT

- 55.01 Definitions of Harassment
- 55.02 Retaliation is Prohibited
- 55.03 Reporting Procedure
- 55.04 Direct Communication with Offender
- 55.05 Report to Supervisory and Administrative Personnel
- 55.06 Report to Director/President of the Park Board of Commissioners
- 55.07 Harassment Allegations Against Non-Employees/Third Parties
- 55.08 Important Notice To All Employees
- 55.09 Responsibilities of Supervisors and Witnesses
- 55.10 The Investigation
- 55.11 Responsive Action
- 55.12 False and Frivolous Complaints
- 55.13 Transgender Rights
- 55.14 Contacting the Illinois Department of Human Rights
- 55.15 Acknowledgement of Non-Discrimination and Anti-Harassment Policy

56.0 HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT

- 56.01 Sample Business Associate Agreement / Contract Amendment
- 56.02 Notice of Privacy Practices for PDRMA & AFLAC
  - 56.02.02 Protected Health Information May Be Used or Disclosed for Plan Administration
  - 56.02.03 Additional Uses and Disclosure Allowed by Law
  - 56.02.04 Other Protections You May Have Under State Laws
  - 56.02.05 No Other Uses or Disclosures Without Your Authorization
  - 56.02.06 You May Request Restrictions
  - 56.02.07 You May Receive Confidential Communications
  - 56.02.08 You May Access Your Protected Health Information
  - 56.02.09 Amendment of Your Protected Health Information
  - 56.02.10 Accountings of Disclosures of Your Protected Health Information
  - 56.02.11 Copy of Notice
  - 56.02.12 Complaints
- 56.03 Plan Document Section 11 – HIPAA
  - 56.03.01 Disclosure of Summary Health Information
  - 56.03.02 Use and Disclosure of Protected Health Information (PHI)
  - 56.03.03 The Plain Administrator Will Use and Disclose PHI Only as Required by Law

and as Permitted by Authorization of the Individual or Beneficiary  
56.03.04 With Respect to PHI, the Plan Sponsor(s) Agrees to Certain Conditions  
56.03.05 Adequate Separation Between the Plan and Plan Sponsor Must Be Maintained  
56.03.06 Limitations on PHI Access and Disclosure  
56.03.07 Privacy Official  
56.03.08 Minimum Necessary  
56.03.09 Legal Standards  
56.03.10 Noncompliance Issues  
56.03.11 Access and Copying of PHI  
56.03.12 Amending PHI  
56.03.13 Accounting for Disclosures of PHI  
56.04 HIPAA Privacy Procedures  
56.04.01 Geneva Park District Privacy Staff  
56.04.02 Uses and Disclosures of Protected Health Information (PHI)  
56.04.03 Handling And Storage of PHI  
56.04.04 Employee Requests To Authorize Or Restrict Disclosures; Inspect, Copy And Amend PHI; Restrict Disclosures  
56.04.05 Training  
56.05 HIPAA Compliance Checklist  
56.06 Employee Confidentiality Agreement  
56.07 Fax Cover Page  
56.08 Authorization for Release of Health Information  
56.09 Individual Request Not to Use or Disclose Health Information  
56.10 Individual Request to Inspect Health Information  
56.11 Response to Inspection Request  
56.12 Individual Request to Correct or Amend a Record  
56.13 Response to Amendment or Correction Request

57.0

IDENTITY PROTECTION POLICY

57.01 Introduction and Identification of Act  
57.02 Definitions  
57.03 Statement Of Purpose  
57.04 Prohibited Activities  
57.05 Coordination With The Freedom Of Information Act And Other Laws  
57.06 Limited Employee Access To Social Security Numbers  
57.07 Embedded Social Security Numbers  
57.08 Applicability  
57.09 Availability of Policy  
57.10 Amendments  
57.11 Effective Date

58.0

EMPLOYMENT ACKNOWLEDGEMENT

### **FACILITY INFORMATION**

Sunset Park -Community Ctr and Admin Offices  
710 Western Avenue  
Geneva, Illinois  
(630) 232-4542

Sunset Racquetball and Fitness Center  
710 Western Avenue  
Geneva, Illinois  
(630) 232-7867

Sunset Swimming Pool  
710 Western Avenue  
Geneva, Illinois  
(630) 232-0747

Peck Farm Park  
4038 Kaneville Road  
Geneva, Illinois  
(630) 232-4542

Western Avenue School/Park Gym  
1500 Western Avenue  
Geneva, Illinois  
(630) 262-2226

Stone Creek Miniature Golf Course  
101 North Street  
Geneva, Illinois  
(630) 262-2228

Friendship Station Preschool  
Western Ave School  
1500 Western Ave  
(630)-463-3574

Stephen D. Persinger Recreation Ctr  
3507 Kaneville Road  
Geneva, Illinois  
(630)-232-4501

Maintenance Facility & Greenhouse  
Wheeler Park –410 Wheeler Drive  
Geneva, Illinois  
(630) 232-8670

Peck Farm Maintenance Facility  
4064 Kaneville Road  
Geneva, Illinois  
(630) 208 0475

Friendship Station Preschool  
Geneva Middle School South  
1415 Viking Dr., Ste. 100  
Geneva, Illinois  
(630)-262-2213

Harrison Street School/Park Gym  
201 Harrison Street  
Geneva, Illinois

Mill Creek Pool  
39W125 South Mill Creek Drive  
Geneva, IL 60134  
(630) 232-7640

Playhouse 38  
321 Stevens Street  
Suite P  
(630)-232-4542



## **1.0 INTRODUCTION**

The Board of Park Commissioners welcomes you to the Geneva Park District. We offer our community three resources: quality facilities, quality parks, and professional recreation programs. We believe that the key to a truly great Park District lies in our employees who provide the service that makes our facilities, parks, and programs so outstanding.

The Geneva Park District was organized in 1953 under the Park District Code. The Park District owns or leases a number of park sites. Among the recreational facilities currently operated by the Park District are Sunset Swimming Pool, Geneva Community Center, Sunset Racquetball and Fitness Center, Stephen D. Persinger Recreation Center, Stone Creek Miniature Golf, Western Avenue School/Park Gymnasium, Harrison Street School/Park Gymnasium and Peck Farm Park Interpretive Center and Athletic Complex, Mill Creek Pool, and Playhouse 38.

The Park District is governed by a 5 member Board of Park Commissioners who are local residents elected to serve six-year terms.

The Geneva Park District has prepared this Personnel Policy Manual as a reference guide for its employees. It includes the Park District's basic policies and rules, as well as many benefits which the Park District makes available to its employees. It supersedes all prior manuals, handbooks, policy statements, practices or customs. Please note, however, that these policies do not purport to be all encompassing statements of the Park District's policies, rules and benefits. The Park District may, from time to time, modify, add to or delete policies. Whenever possible, it will give its employees advance notice of changes.

Nothing contained in these policies or any written or oral statement interpreting, explaining, or clarifying these policies is intended to create or shall create an employment contract, either expressed or implied, between the Park District and an employee. An employee (including, without limitation, a Short-Term Employee) has the right to terminate his or her employment at any time and the Park District retains a similar right.

## **2.0 DEFINITIONS AND CLASSIFICATION OF EMPLOYEES**

- 2.01 Park District: The Geneva Park District
- 2.02 Board: Board of Park Commissioners
- 2.03 Director: Director of Parks and Recreation. This position is a full-time, salaried employee.
- 2.04 Department Heads: Department Heads supervise one or more Supervisory and/or Managerial Employees. This position is a full-time, salaried employee. Includes Superintendent of Parks and Properties, Superintendent of Recreation, Superintendent of Finance & Personnel and Manager of Peck Farm Park.
- 2.05 Managerial Employees: Employees who are engaged predominately in executive and management functions and who are responsible for carrying out management practices and policies. This position is a full-time, salaried or hourly employee.
- 2.06 Supervisory Employees: Employees who have supervisory authority over one or more employees. This position is a full-time, salaried employee. Includes Recreation Supervisors, Facility Supervisors, Athletic Supervisors, and Park Foremen.
- 2.07 Regular Employees: Full-Time Employees, other than Department Heads, Managerial or Supervisory Employees, who have successfully completed the introductory period. These employees are paid hourly. Includes Parks Department Employees, Office Secretaries, Custodians etc.
- 2.08 Full-Time Employees: Employees who are regularly scheduled to work 40 hours per work week or 2,080 hours per calendar year. The Director, Department Heads, Managers, Supervisors and Regular Employees are all Full-time Employees. Short-Term Employees are excluded from the Full-Time Employees classification regardless of the number of hours worked.
- 2.09 Part-Time Employees: Employees who are regularly scheduled to work less than 40 hours per workweek per calendar year. Short-Term Employees are excluded from the Part-Time Employees classification regardless of the number of hours worked.
- 2.10 Introductory Employees: During the first six (6) months of employment, all employees are classified as Introductory Employees and are completing a six month probationary period of employment. Introductory employees can be terminated for any reason during this probationary period.
- 2.11 Short-Term (Seasonal) Employees: Employees who are employed for a specific time period or season, part-time or full-time, and for a period not-to-exceed 1,000 hours during a calendar year.

The Park District cannot assure that Short-Term Employees will be rehired in a subsequent calendar year or if rehired, for the same position. Short-Term Employees, including all summer staff, are not considered Full-Time or Part-Time employees for benefit purposes unless specifically stated. College students who are fulfilling their degree requirements are considered short-term employees.

- 2.12 Volunteers: Volunteers are individuals who donate their time to the district without receiving financial compensation. Volunteers shall not be allowed to drive park district vehicles or perform other duties that might be considered hazardous unless authorized by the Director.
- 2.13 Acting Appointments: The Director may assign an employee to perform duties outside his/her regular classification on a temporary basis.
- 2.14 Contractual Employees: Persons whom the Park District contracts with to perform a specific service for a specified period of time. May include instructors, teachers, umpires, consultants, and businesses or facilities that are not owned by the Park District.
- 2.15 Calendar Year: January 1 through December 31
- 2.16 Fiscal Year: May 1 through April 30

### **3.0 EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with state and federal law, we provide equal employment opportunities to all qualified persons. All of our personnel policies and decisions pertaining to hiring, promotion, transfer, layoff, rates of pay, discipline, discharge and other terms and conditions of employment are made and executed without regard to race, color, religion, sex, national origin, citizenship status, ancestry, age, marital status, sexual orientation, physical or mental disability unrelated to ability to perform the job, association with a person with a disability, unfavorable discharge from military service or military status, genetic information or any other category protected by state or federal law.

The Geneva Park District will make reasonable accommodations for qualified individuals with known disabilities and pregnant persons unless doing so would result in an undue hardship to the park District. This policy shall govern all aspects of employment including selection, job assignment, compensation, discipline, termination, and access to benefits and training.

Employees with questions or concerns about potential discrimination in the workplace are encouraged to bring their concerns to the attention of their immediate supervisor, the Superintendent of Finance and Personnel and/or the Executive Director. Employees may raise concerns regarding potential discrimination or harassment without fear of retaliation. Anyone who engages in unlawful discrimination or harassment shall be subject to disciplinary action, up to and including dismissal.

#### 4.0 PRE-EMPLOYMENT TESTS

One or more tests may be required of employees hired for certain positions, including without limitation, transferred and promoted employees.

- 4.01 Pre-Employment Medical Examination: We may require you to be examined by a physician of our choice and at our expense prior to starting employment. This medical examination is necessary to determine if the employee can perform the essential functions of the job offered to him with or without reasonable accommodations on the part of the Park District. The Park District may also require drug testing for applicants who are offered a full-time position based upon the type of position offered. You must consent to the physician disclosing his findings, conclusions and opinions to us. We will not disclose medical records to persons other than the Director, your Department Head and the Superintendent of Finance and Personnel without your consent unless the disclosure of the records are necessary for legal or insurance matters.

Occasionally, we may also require you to be examined by a physician subsequent to your initial employment, on the same basis as your initial examination, for the purpose of determining whether or not you are fit to perform your duties and the essential functions of the position for which you were hired.

- 4.02 State Conviction Background Check: The Park District is required by state statute (70 ILCS 1205/8-23) to obtain criminal conviction information concerning all applicants, and shall perform a criminal background check for applicants for all positions. Pursuant to statute, any conviction of offenses enumerated in subsection (c) of said statute shall automatically disqualify the applicant from consideration for working for the Park District. ~~Any other conviction(s) shall not automatically disqualify the applicant from consideration, but rather, the conviction(s) will be considered in relationship to the specific job on a case by case basis.~~ A conviction for a felony offense, other than those offenses described in subsection (c) of said statute, will disqualify an applicant from employment only if they occurred within seven (7) years of the application for employment. Applicants are not required to disclose sealed or expunged records of corrections. Applicants may be required to submit fingerprints and/or other identification information in order to facilitate such an investigation. All information concerning the record of convictions shall be confidential and will only be transmitted to those persons who are necessary to the decision-making process.

Criminal background checks will be conducted through the Illinois State Police Bureau of

Identification at the Joliet, Illinois division. The background check will be conducted via a modem system. The limitations of the State Police check include 1) the check is limited to Illinois convictions, 2) following the request, it may take several weeks to receive the record and 3) a criminal conviction report must be reviewed prior to anyone working for the Park District.

However, in instances ~~whereby-when~~ a criminal conviction report is pending and not yet received employees may be offered conditional employment and begin working for the district contingent on a successful background check. If the employee does not pass the criminal background check after being offered conditional employment and beginning work, the conditional employment offer shall be immediately rescinded, and the employment relationship shall be terminated.

The Park District shall conduct criminal background checks, following this policy, as a condition of employment or volunteering with the Geneva Park District. However, except as required by the Park District Code, a criminal conviction shall not automatically disqualify the individual from consideration for working for the Geneva Park District. Any conviction will be considered in relationship to the specific position.

The results of the criminal background check will be kept strictly confidential, with only pertinent personnel having access to the results. If the report indicates no conviction, it shall be filed in the employee's personnel file.

A copy of any conviction reports received from the Illinois State Police shall be sent or given to any employee checked that has a criminal record.

Individuals who have a positive record through non-fingerprint background checks wishing to contest their Illinois State Police file may do so through a fingerprint check, which is to be paid for by the employee. This can be arranged through the Illinois State Police Bureau of Identification (815) 740-5184.

- 4.03 Internal Procedure for Criminal Conviction Results: All offers of employment and volunteer work shall be contingent upon the review of the criminal conviction report. Many employees or volunteers will be rightfully concerned with their privacy, even though criminal conviction information is public record. The Park District will take reasonable precautions to prevent embarrassment or other damage to the person being checked. The results will be kept confidential between the employee and appropriate Geneva Park District staff.

Applications for employment must contain specific language that states that the applicant is not obligated to disclose expunged juvenile records of adjudication or arrest. The Park District may not ask, in any format or context, if an applicant has had a juvenile record expunged. The Park

District's employment application must contain specific language that states that the applicant is not obligated to disclose expunged juvenile records of adjudication or arrest.

If the report indicates a conviction was identified, the record will be directed to a committee review consisting of the Director, the Department Head and the Superintendent of Finance and Personnel. The Committee will:

- 1) Verify the name, date of birth, social security number, and the description of the individual given on the report to help determine that the conviction report matches the applicant.
- 2) If the information on the job application matches that in the conviction report the Committee shall check the employee's original application to determine whether "yes" or "no" had been marked for the question "Have you ever been convicted of a misdemeanor or felony crime?"
- 3) The Geneva Park District Director may request additional information, meet with legal counsel, police authorities, or others to determine if further action is necessary.
- 4) Further information or a meeting may be requested with the perspective employee concerning a conviction record. The review committee will consider the relationship of the conviction to the specific job in determining if the employee will be hired or retained.
- 5) If the employee has a conviction on record and is hired, certain safeguards may be instituted. The safeguards may include placing the employee on probation, not allowing the employee to work unsupervised, not allowing the employee to work after normal business hours (8:30 AM – 5:00 PM, Monday – Friday), etc.
- 6) When a person is disqualified from employment or volunteering because of a criminal conviction, the disqualified person will be notified, in a private meeting, by telephone or by mail.

4.04 Waiver and Release of All Claims Form

Dear Prospective Employee or Volunteer:

*All new full-time, part-time and short-term employees, as well as all volunteers, are subject to a criminal background investigation as a condition of employment or volunteer work. The background investigation will be conducted prior to your employment or volunteer work. This procedure checks potential staff and volunteers for criminal convictions relating to inappropriate behavior.*

Below is a release form giving your consent to the Geneva Park District to conduct a criminal background investigation. Please sign this consent form, complete the background check form and return both to your supervisor or the Geneva Park District office.

**Please read this release carefully and be aware that by agreeing to allow the Geneva Park District to investigate your criminal background, you will be waiving and releasing all claims for damages you might sustain arising out of the criminal background check and review.**

I understand that a successful criminal background check is a condition of my employment or volunteerism with the Geneva Park District.

I agree to waive and relinquish all claims I may have against the Geneva Park District and its officers, agents, servants, and employees as a result of participating in the criminal background check.

I do hereby fully release and discharge the Geneva Park District, its respective officers, agents, servants, and employees from any and all claims from damages which I may have or which may accrue to me on account of the results of any aspect of the criminal background check.

I have read and fully understand this Waiver and Release of All Claims form.

\_\_\_\_\_  
Signature Date

-----  
Information Needed for the Illinois State Police Background Check

Printed Name: \_\_\_\_\_ Address: \_\_\_\_\_  
\_\_\_\_\_

Date of Birth: \_\_\_\_\_

Sex: \_\_\_\_\_ → M: Male F: Female U: Unknown

Race: \_\_\_\_\_ → W: White B: Black A: Asian/Pacific  
I: American Indian/Alaskan U: Unknown

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

Circle One: PAID or VOLUNTEER



- 4.05 Pre-Employment Drug Test: Employees who are required to have a commercial driver's license (CDL) for their position with the Park District will be tested in accordance with the Park District's Drug Free Workplace Act Policy (50.0)
- 4.06 ~~Drivers~~Driver's License Abstract: Although employees are not generally required to have a ~~drivers~~driver's license as a condition of their employment, any employee who may be expected to drive either his personal vehicle or a Park District vehicle in the course of his normal duties will be required to have a valid driver's license with the proper classification for the vehicle(s) the employee is expected to operate. Before such an employee has started work, and generally on an annual basis thereafter, the Park District will request a ~~drivers~~driver's license abstract review from the Illinois Secretary of State's office.
- 4.07 Vehicle Driver Pre-Employment Process: Employees' who will serve as drivers for the District will be required to undergo a more extensive review concerning their driving history. Potential applicants will be interviewed concerning their past driving experience and their attitude regarding defensive driving. Applicants may be asked questions from the Illinois Rules of the Road booklet distributed by the Illinois Secretary of State. In addition, applicant's references listed on their employment application will be checked to verify length of employment, type of work performed and number or work-related motor vehicle accidents, if available. Also, applicants will have their education and past employment verified. Applicants will be required to provide a copy of their driver's license for purposes of obtaining a drivers' license abstract from the Secretary of State. For out of state applicants or employees, a driver's abstract will be requested from your previous state of residence.

Applicants must meet a minimum age requirement, (21 for bus/van drivers, 18 for all other vehicles) have driving experience, and have a good driving record that meets or exceeds agency standards. All applicants should complete an employment application form providing a summary of education, driving experience, and qualifications. Any false or misrepresented information could lead to the applicant being disqualified or terminated.

Drivers of commercial motor vehicles as well as those employees hired to transport patrons as a function of their job responsibilities will have a pre-placement drug test.

Applicants will be given a vehicle orientation(s) and check ride to review their proficiency behind the wheel of the vehicle they will be driving. During the check ride the agencies driving policies will be reviewed concerning areas such as, safety as well as introduction to the various

driver inspection forms, accident reporting procedures, maintenance and housekeeping procedures, and the requirement that all traffic laws be obeyed.

## **5.0 REFERENCES**

- 5.01 Reference Checks for Prospective Employees: Because many employers are reluctant to provide any meaningful information for reference inquiries, the Geneva Park District requires all applicants to sign a form authorizing the release of information from current and former employers. The Park District may refuse to hire any applicant who refuses to sign the release and authorization. A sample of the Reference Release Form for Prospective Employees is in Section 5.03.
- 5.02 References for Current/Former Employees: It is the Park District's policy to confirm only the dates of a former employee's employment and his/her position with the Park District when a reference is requested. Additional information may be provided if the Park District receives a written inquiry on letterhead from a prospective employer or personnel recruiter and a written release, approved by the Park District, from a former employee. However, the Park District does reserve the right to release any information it deems appropriate in its discretion without an employee's authorization in a manner consistent with the requirements of Illinois law. All inquiries for references should be referred to the Superintendent of Finance and Personnel. The Superintendent of Finance and Personnel can provide reference release forms when needed. A sample of the Reference Release Form for Current/Former Employees is in Section 5.04.

5.03

**REFERENCE RELEASE FOR PROSPECTIVE EMPLOYEE**

**GENEVA PARK DISTRICT  
710 WESTERN AVENUE, GENEVA, IL 60134  
630-232-4542**

**AUTHORIZATION TO RELEASE INFORMATION**

To: Current/Previous Employer, Schools etc.

As an applicant for a position with the Geneva Park District, I have been asked to furnish information for use in reviewing my background and qualifications. In this connection, I hereby authorize the Geneva Park District to investigate my past and present work, character, education, military and police records to ascertain any and all information which may be pertinent to my employment qualifications. I agree to cooperate in such investigation.

**WAIVER AND RELEASE OF ALL CLAIMS**

I agree to release from all liability or responsibility all persons and corporations requesting or supplying such information. I further agree to waive and relinquish all claims I may have (or that may accrue to me) as a result of requesting or supplying such information and do hereby fully release and forever discharge all cooperating parties from any and all claims for injuries, damages, or loss that I may have or which may accrue to me at any time in the future and arising out of, connected with, or in any way associated with this request or the supplying such information.

This authorization shall be valid for three months from the date of my signature below. You may retain this copy of my Waiver and Release of All Claims for your files. Thank you for your assistance.

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

Signature: \_\_\_\_\_

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

5.04

**REFERENCE RELEASE FOR CURRENT/FORMER EMPLOYEE**

**GENEVA PARK DISTRICT  
710 WESTERN AVENUE, GENEVA, IL 60134  
630-232-4542**

**AUTHORIZATION TO RELEASE INFORMATION**

As an applicant for new employment, I have been asked to furnish information for use in reviewing my background and qualifications. In this connection, I hereby authorize the Geneva Park District to provide information regarding my past and present work, character, education, military and police records to ascertain any and all information which may be pertinent to my employment qualifications. I agree to cooperate in such investigation.

**WAIVER AND RELEASE OF ALL CLAIMS**

I agree to release from all liability or responsibility all persons and corporations requesting or supplying such information. I further agree to waive and relinquish all claims I may have (or accrue to me) as a result of requesting or supplying such information and do hereby fully release and forever discharge all cooperating parties from any and all claims for injuries, damages, or loss that I may have or which may accrue to me and arising out of, connected with, or in any way associated with this requesting or supplying such information.

This authorization shall be valid for three months from the date of my signature below. You may retain this copy of my Waiver and Release of All Claims for your files. Thank you for your assistance.

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

Signature: \_\_\_\_\_

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

## **6.0 CHILD LABOR LAWS: EMPLOYMENT OF MINORS**



The Park District complies with all Federal and Illinois Child Labor Laws regarding the employment of minors.

1. All minors under age 16 must have an Employment Certificate before they will be allowed to work for the District. The Employment Certificates are issued by the Superintendent of Schools or a duly authorized agent.
2. For purposes of this policy, “School Day” means any day when school is in session and “School Week” means any week where one or more days are school days.
3. Federal and Illinois Child Labor Laws mandate that a minor cannot work the following hours:
  - a. During school hours when school is in session;
  - b. More than six (6) consecutive days in a calendar week;
  - c. Over forty (40) hours in a calendar week and over eight (8) hours a day when school is out;
  - d. Earlier than 7 am and later than 7 pm, except from June 1 to Labor Day, when the minor may work up to 9 pm;
  - e. Over three (3) hours a day when school is in session;
  - f. Over eight (8) hours a day combining school and work; and
  - g. Over eighteen (18) hours in a calendar week when school is in session.
4. An unpaid meal period of at least thirty (30) minutes must be provided to minors no later than the fifth consecutive hour of work.
5. Employees under age 16 are not permitted to supervise any part of the transportation of camp, field trips, or other Park District sponsored program participants to or from Park District sponsored activities, including loading participants or materials onto a bus prior to departure, supervising the participants (or performing any other work) during the ride to and from the activity, and unloading participants or materials upon arrival at the activity or back at the point of departure. Employees under the age of 16 are relieved of all duties during this time and are not to resume their duties until all participants and materials have been unloaded from the bus.

6.01 Statement of Prospective Employer

The Geneva Park District expects to give employment to \_\_\_\_\_  
Student's Name

as a \_\_\_\_\_ .  
Nature of Employment

\_\_\_\_\_  
Student's Social Security #

\_\_\_\_\_ hours per day \_\_\_\_\_ days per week upon receipt of proper employment certificate  
required by law.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Prospective Employer

\_\_\_\_\_  
Title

Geneva Park District  
710 Western Avenue  
Geneva, IL 60134  
630-232-4542

\_\_\_\_\_  
Parent/Guardian Name

\_\_\_\_\_  
Parent/Guardian Address

\_\_\_\_\_  
Student Address (if different from above)

Please bring certified copy of birth certificate and social security card  
when you return this form to the school office.

## **7.0 AMERICANS WITH DISABILITIES ACT FOR EMPLOYEES**

The Park District is committed to complying with all applicable provisions of the Americans With Disabilities Act (“ADA”). It is the Park District’s policy not to discriminate against any qualified employee or applicant with regard to any terms or conditions of employment because of such individual’s disability or perceived disability so long as the employee can perform the essential functions of the job with or without a reasonable accommodation. Consistent with this policy of non-discrimination, the Park District will provide reasonable accommodations to a qualified individual with a disability, as defined by the ADA, who has made the Park District aware of his or her disability, provided that such accommodation does not constitute an undue hardship on the Park District.

The Park District will make all decisions concerning recruitment, placement, selection, training, hiring, advancement, discharge or other terms, conditions, or privileges of employment based on job-related qualifications and abilities.

Employees with a disability who believe they need a reasonable accommodation to perform the essential functions of their job should contact their department head. The Park District encourages individuals with disabilities to come forward and request reasonable accommodation. If you feel uncomfortable making an accommodation request to your department head or you believe your accommodation request was not properly managed, report your concerns to the Director.

On receipt of an accommodation request, your department head and your immediate supervisor will meet with you to discuss and identify the precise limitations resulting from the disability and the potential accommodation that the Park District might make to help overcome those limitations and perform the essential job functions of your position.

The Park District will determine the feasibility of the requested accommodation considering various factors, including, but not limited to the nature and cost of the accommodation, the Park District’s overall financial resources, the accommodation’s impact on the operation of your department, including the ability of other employees to perform their duties, and on the Park District’s ability to provide its services to the public.

Reasonable accommodation will be determined on a case-by-case analysis. The Park District will inform the employee of its decision on the accommodation request or on how to make the accommodation. If the accommodation request is denied, employees will be advised of their right to appeal the decision by submitting a written statement explaining the reasons for the request. If the request on appeal is denied, that decision is final.



The ADA does not require the Park District to make the best possible accommodation, to reallocate essential job functions, to create new positions, or to provide personal use items (i.e., eyeglasses, hearing aids, wheelchairs, etc.).

An employee or job applicant who has questions regarding this policy or believes that he or she had been discriminated against based on a disability should immediately notify the department head or Director. All such inquiries or complaints will be treated as confidential to the extent permissible by law.

7.01 Pregnancy Non-Discrimination: The Park District prohibits and does not tolerate discrimination against anyone on the basis of pregnancy, childbirth or medical or common conditions related to pregnancy or childbirth. The Park District will treat all applicants and employees who are pregnant in the same manner as any other applicant or employee with regard to job-related functions, benefits, opportunities, and purposes. No person or employee, no matter his or her title or position, has the authority, whether express, actual, apparent or implied, to discriminate against a pregnant employee or applicant.

The Park District will not deny or remove a pregnant employee from a position because the employee is pregnant, considering pregnancy, or experiencing any pregnancy-related medical issues which are related to pregnancy or childbirth. All decisions regarding a pregnant employee's placement in or continuation in a job will be based on the same consideration that governs all employment decisions - the employee's ability to satisfactorily perform the essential duties of the job in question with or without a reasonable accommodation.

Employees who believe they need a reasonable accommodation to perform the essential functions of their job as a result of pregnancy or childbirth should contact their appropriate Department Head. Employees may be required to provide medical documentation establishing the need for an accommodation or specific job related restrictions, and the estimated length of time for which accommodation is needed.

On receipt of an accommodation request, the Department Head or Executive Director or his or her designee will meet with the employee to discuss and identify the precise limitations and the potential reasonable accommodations available.

What is considered a reasonable accommodation will be based on a case-by-case analysis. Reasonable accommodations for pregnancy, childbirth or medical issues which are related to pregnancy or childbirth may include, but are not limited to the following: more frequent or longer bathroom breaks, breaks for increased water intake and breaks for periodic rest; private non-bathroom space for expressing breast milk and breastfeeding; seating; assistance with manual

labor; light duty; temporary transfer to a less strenuous or hazardous position; the provision of an accessible worksite; acquisition or modification of equipment; job restructuring; a part-time or modified work schedule; appropriate adjustment or modification of examinations, training materials, or policies; reassignment to a vacant position; time off to recover from conditions related to childbirth; and leave necessitated by pregnancy, childbirth, or medical or common conditions resulting from pregnancy or childbirth, The Park District will inform the employee of its decision on the accommodation request or on how to make the accommodation. If the accommodation request is denied, the employee will be advised of their right to appeal the decision by to the Executive Director, whose decision will be final. Accommodation requests may be denied if the accommodation would result in an undue hardship to the employer.

If an employee has a question, complaint, or problem related to pregnancy discrimination, they should relate such question, complaint, or problem to their Department Head or the Director.

## 8.0 STATEMENT OF INTEGRITY

### A Personal Commitment to My Employer and Myself

*INTEGRITY: The ability to make a promise and keep it.*

By agreeing to the following commitments, I am giving my personal promise to uphold these standards:

- I promise to treat every customer and co-worker as I wish to be treated, with the utmost respect and courtesy.
- I promise to promote goodwill to all customers and co-workers and handle customer concerns personally with a positive attitude.
- I promise to practice productive job behavior, arrive at work on time, and follow all rules, even when unsupervised.
- I promise to do what needs to be done to the best of my ability.
- I promise to uphold the standards and ethics that the Geneva Park District has set for all its employees in regard to respect for property and the use of illegal substances.
- I promise to follow and actively promote all safety rules and regulations.
- I promise to uphold the Geneva Park District's image in regard to my personal grooming habits, dress and language.\*
- I promise to conduct myself in a professional manner at all times knowing that as an employee of the Geneva Park District I am often viewed by the public as a representative of the Geneva Park District.
- **Nothing in this Policy shall be construed to prohibit employees from engaging in protected, concerted activities during non-working time (*i.e.*, during authorized break or meal periods). In this regard, it is important to understand that protected, concerted activities generally do not include such communications as threats, harassment in violation of law or Park District policy, communications involving illegal activity, political activity in violation of law or Park District policy, personal commercial ventures, and other activities that are both prohibited by Park District policy and not protected by applicable laws relating to the legal right of employees to engage in protected, concerted activities.**

*My signature is as good as my word.*

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor's Signature

\_\_\_\_\_  
Date

\*Any employee who cannot comply with this policy based upon disability, religion, national origin, or other legally recognized basis must forward a written request to the Director for an authorized deviation from this policy. Said request shall include the policy exception requested and include the reasons for said request.

## **9.0 CHAIN OF COMMAND - SUCCESSION PROCEDURE**

In the absence of the Director of Parks and Recreation for whatever reason including vacation, illness, etc., the following personnel shall be in command.

If the subject matter has to do with any general Parks Department business or construction projects then the Superintendent of Parks will be in command.

If the subject matter has to do with any Peck Farm Park business or construction projects then the Manager of the Peck Farm Park Interpretive Center will be in command.

If the matter is related to the Recreation Department programs or facilities, then the Superintendent of Recreation is in command.

If the subject matter is regarding finance or personnel then the Superintendent of Finance and Personnel will make the decision.

If the above personnel are confronted with an unusual task, request, or a major budget issue is at hand, then the person in charge shall contact the President and/or Vice-President of the Park District Board of Commissioners for a final decision-making process.

9.01 Absence of Department Heads: Upon the absence of any Department Head, the next in command shall be a Park Foreman for the Superintendent of Parks, the Superintendent of Parks for the Manager of Peck Farm Park, the Accounts Payable and Payroll Manager for the Superintendent of Finance, and the Superintendent of Recreation shall appoint the next in command for the Recreation Department.

## 10.0 WORKWEEK AND HOURS OF WORK

The Director, Department Head, Manager or Supervisor generally will schedule your hours. We cannot guarantee a minimum number of hours of work per day or per workweek. Your workweek and hours will be determined as deemed necessary to perform the assigned job functions and tasks.

- 10.01 Director, Department Heads, Managerial, and Supervisory Employees: These full-time employees are paid on an annual salary basis and are not paid overtime for any hours worked over 40 hours. Compensatory time off is possible in some instances with approval of the Director.
- 10.02 Independent Contractors: Independent Contractors are not employees of the Park District, but are individuals with whom the Park Districts contracts on per class or per student basis for a specific period of time for an agreed upon amount.
- 10.03 Regular Employees: These are full-time employees, other than Department Heads, Managerial or Supervisory Employees, who have successfully completed the introductory period. Regular Employees are paid hourly. If Regular Employees work in excess of forty (40) hours per week, they shall be paid at the rate of one and one-half times their computed average hourly rate or may receive compensatory time off within the same pay period (see FLSA, Section 13.0). The Director or the appropriate Department Head must approve overtime in advance. Employees who fail to obtain Department Head approval prior to working overtime shall be paid for any overtime hours worked but may also be subject to disciplinary action up to and including dismissal.
- 10.04 Part-time, and Short-term Employees: Part-time Employees are regularly scheduled to work less than 40 hours per workweek per calendar year. Short-term Employees are employed for a specific time period or season, and for a period not to exceed 1,000 hours during a calendar year. All Part-time and Short Term Employees who work in excess of forty (40) hours per week shall be paid at the rate of one and one-half times their computed average hourly rate (see FLSA, Section 13.0). The Director or the appropriate Department Head must approve overtime in advance. Employees who fail to obtain Department Head approval prior to working overtime shall be paid for any overtime hours worked but may also be subject to disciplinary action up to and including dismissal.

- 10.05 Tardiness: Applies not only to reporting late for work at the scheduled starting time, but also any abuse of the break privileges, leaving early for lunch or returning late, or leaving work before the scheduled quitting time. Employees are expected to report on time and to be engaged in productive work until their scheduled quitting time. If a supervisor observes a problem of lateness with an employee, a discussion of the incident or problem with the employee will occur to attempt to gain employee compliance. If an employee realizes that he/she will be late, he/she should notify his/her supervisor. If advance notice cannot be given, the employee should report to his/her supervisor upon arrival. If an employee continues a pattern of lateness, the supervisor may make the incident or incidents a matter of record. To do this he/she will need to present a letter describing the details to the late employee for review and his/her signature. If the employee refuses to sign the letter documenting his/her performance deficiencies, the letter shall be marked "refused". This letter then becomes part of the employee's permanent personnel file (see Section 34.0 on Separation from Employment if necessary).
- 10.06 Full Time Employee Informational Meetings: All employees are required to attend orientation meetings, staff meetings, and in-service training sessions that are designed to improve the overall job performance, communication and efficiency of the Park District. The Geneva Park District will conduct a minimum of two (2) meetings per fiscal year for all full time employees. These meetings will serve as a periodic review of various policies and procedures, training, update of capital projects and the District's Master Plan as well as any other information and as a means to encourage input from staff.

## 11.0 TIME KEEPING

Hourly employees shall utilize the District's time keeping software, Time Clock Plus (TCP) for recording hours worked. Hourly employees will be given a login ID and password to clock in and out for their assigned shifts. Failure to clock in and out as required may result in disciplinary action up to and including dismissal. Contracted employee must also complete a timesheet or invoice at the end of each pay period or program session.

Supervisors will have managerial access to TCP to verify and approve their hourly ~~employees~~employees' hours worked for the designated pay period. Once the Supervisor approves the hourly employee's hours, the Payroll Manger will process for payment. Unless otherwise noted, all hours worked should be approved by supervisors by the Monday following the last day of the pay period. All hours worked must have been previously approved by your supervisor.

- 11.01 Payday: You will be paid every other Friday during the calendar year totaling twenty-six pay periods per calendar year, unless that day is a holiday, in which case you will be paid the last business day (Monday-Friday) immediately preceding that day. The payroll period ends five days before payday.
- 11.02 Deductions: All employees working 1,000 hours or more per calendar year will have the following deductions made: Illinois Municipal Retirement Fund (IMRF), Federal Income Tax, State Income Tax, Social Security, Medicare, special deductions as required or requested. All employees working under 1,000 hours per calendar year will have the following deductions made: Social Security, Medicare, Federal Income Tax, State Income Tax, special deductions as required or requested.
- 11.03 Reporting New Employees: The Geneva Park District complies with the Employer's Requirement to Report New Employees by filing a New Hire Reporting Form with the Illinois Department for Employment Security for each new employee. The District's accounting service completes the form for new employees every two weeks during the payroll process and is faxed or mailed to IDES Springfield, Illinois office promptly. Employee information stated on the form includes the employee's name, address, social security number and his/her date of hire.



## **12.0 COMPENSATION PROGRAM**

The Board of Park Commissioners generally reviews the Park District's compensation program annually and any changes made in the compensation program will be established by official action of the Board. Under usual and appropriate circumstances, full-time employees will be considered for salary adjustments on an annual basis, which will be based on several factors, including without limitation, performance. Any adjustments generally will be effective on a schedule pre-determined by the Director. Employees receiving an unsatisfactory performance evaluation are not eligible for any wage increase and may be subject to disciplinary action, up to and including dismissal. The department heads may, at any time during the year, recommend an adjustment to an employee's wage, subject to the Director's approval. All salary and wage decisions are the sole discretion of the Park District.

### **13.0 FAIR LABOR STANDARDS ACT: OVERTIME & COMPENSATORY TIME**

The Park District compensates all employees in accordance with the Fair Labor Standards Act (FLSA) and the Illinois Wage Payment and Collection Act.

#### **13.01 Definitions:**

1. Exempt Employee: An employee to whom the overtime provisions of the Fair Labor Standards Act do not apply.
2. Non-Exempt Employee: An employee subject to the overtime provisions of the Fair Labor Standards Act.
3. Workweek: The workweek begins at 12:01 am Monday and ends at 12:00 midnight the following Sunday.

13.02 Eligibility: Non-exempt employees are entitled to overtime compensation or compensatory time off at the rate of one and one-half times their established pay rate for all hours worked in excess of 40 in a single workweek. The FLSA does not require any leaves of absence such as vacation leave or sick leave to be considered as hours worked for overtime purposes. For purposes of overtime calculation, "hours worked" shall not include any form of leave, or other non-working time, whether paid or unpaid. Exempt employees are not eligible for overtime pay.

13.03 Overtime Obligations & Approval: Because of the nature of the Parks and Recreation field and the public services to be rendered, you may be required to work more than your standard hours per workweek. Depending on the Park District work needs, employees may be required to work overtime. Employees are required to work overtime when necessary and any employee's unwillingness or refusal to do so may be cause for disciplinary action, up to and including dismissal.

For all non-exempt employees, prior approval of the employee's immediate supervisor is required before any non-exempt employee works overtime. Employees working overtime without approval may be subject to disciplinary action up to and including dismissal.

#### 13.04 Compensation:

~~The Park District will compensate all non-exempt employees for overtime hours through overtime pay or compensatory time off. The employee may request to be either:~~

- ~~1. Compensated with pay at the rate of 1½ times the regular hourly rate for all hours worked in excess of forty in a single work week. All overtime hours that do not exceed a total of forty in a work week shall be compensated at straight time pay; or~~
- ~~2. Compensated through compensatory time off at the rate of 1½ hours for each hour worked in excess of forty hours in a single workweek. Compensatory time will be paid at an hour for hour rate when an employee works overtime hours that do not exceed forty in a work week. The maximum compensatory time that may be accrued by an employee is 240 hours (160 hours of actual overtime hours worked). Compensatory time may be taken in lieu of overtime pay if authorized by and arranged in advance with your immediate supervisor. Employees shall be permitted to use (compensatory) time within a 3 month period after issuance provided that the use of compensatory time does not unduly disrupt the operations of the Park District. Your immediate supervisor, based upon whether the grant of such requests results in short staffing or other disruption of District's operations, will generally determine the grant of an employee's request for use of compensatory time. However, the Park District, may, in its own discretion, elect to pay cash wages for overtime rather than permitting additional accruals of compensatory time.~~

#### 13.05 Termination of Employment:

~~Upon termination of employment, payment for accrued compensatory time will be calculated at the average regular rate of pay for the final three years of employment or the final regular rate received by the employee, whichever is higher.~~

#### **14.0 PAYROLL PERIODS & PAYDAY**

Park District employees are paid bi-weekly (every other) Friday. If payday is a Park District-recognized holiday, employees will be paid on the preceding working day. Your paycheck will be delivered to your immediate supervisor, who will attempt to give it to you no later than the end of the workday, or will be placed in a pickup box at either SCC or SPRC. Your paycheck may not be given to anyone other than you without your written consent. Please make arrangements with your immediate supervisor to collect your paycheck if you are not scheduled to work on a payday. If you terminate your employment in the middle of a pay period, you will be paid for the actual hours you worked.

Employees may be paid by check or through direct deposit of funds to either a savings or checking account at their bank of choice (providing the bank has direct deposit capability). To activate direct deposit, a Direct Deposit Authorization form from the Superintendent of Finance & Personnel may be obtained and the employee should have his bank complete the form. The completed form must then be returned with a voided personal check to the Superintendent of Finance & Personnel. Due to banking requirements, it may take several weeks for activation of the Direct Deposit. In the event of a lost paycheck, the Superintendent of Finance & Personnel must be notified as soon as possible before a replacement check can be issued. In the event the lost paycheck is recovered and the Park District identifies the endorsement as that of the employee, the employee must remit the amount of the replacement check to the Park District within 24 hours of the time it is demanded.

## **15.0 PAYROLL DEDUCTIONS**

Automatic payroll deductions will be made for you for federal and state income tax purposes, health insurance deductions, pension contributions and social security tax, and any other item ordered by a court or applicable law. Voluntary deductions may be made for elective programs such as health insurance, tax-deferred retirement plans, credit union accounts, and supplemental life insurance. Please contact the Superintendent of Finance & Personnel for information on payroll deductions. Except as required by law or court order, deductions will not be taken without your written authorization. Deductions required by law include Social Security, Medicare, and federal and state income taxes. Federal or state law determines these deductions. Other involuntary deductions may be made as required by law or court order, such as child support payments and wage garnishments. Also, employees who meet certain hourly requirements will have Illinois Municipal Retirement Fund (IMRF) pension contributions withheld. Please see Section 16.0 for more information on IMRF.

## **16.0 IMRF PENSION PLAN**

- 16.01 Introduction: Employees who work in Park District positions that meet certain hour standards are required to participate in the Illinois Municipal Retirement Fund (IMRF). IMRF provides retirement, disability and death benefits to eligible participants. These benefits are in addition to those provided by Social Security. The following presents a very brief description of IMRF. Complete details are available by contacting the Superintendent of Finance & Personnel.
- 16.02 Contribution: Participating employees contribute a certain percentage of their gross pay as determined by IMRF through payroll deduction. Contributions are tax deferred, that is, not subject to either federal or Illinois income tax, but will be subject to federal income tax when refunded or withdrawn as a pension or death benefit. The Park District also contributes to IMRF as a percentage of total contributions. The Park District's contribution is to fund survivor's pensions, disability benefits, death benefits and the retirement costs of its employees.
- 16.03 Return of Contributions: You may receive a separation refund of your IMRF contributions when you cease working in an IMRF-qualified position if:
1. You are under age 55 if tier 1 or under age 60 if tier 2, irrespective of length of service;
  2. You have less than eight (8) or (10) years of service for tier 1 or tier 2, irrespective of age;
  3. You are age 55 or over for tier 1 or you are age 60 or over for tier 2 but your pension would be less than \$30 per month.
- A separation refund consists of your IMRF contributions only. No interest is paid with a separation refund, nor are the Park District's contributions refunded to you.
- 16.04 Pension: For tier 1 IMRF participants whose date of enrollment is prior to January 1, 2011, if you are at least 55 years of age and have eight or more years of service credit, you may be entitled to a reduced retirement benefit. To receive full retirement benefits, you must be 60 years of age or older and have at least eight years of service credit. For tier 2 IMRF participants whose date of enrollment is on or after January 1, 2011, if you are at least 62 years of age and have ten or more years of service credit, you may be entitled to a reduced retirement benefit. To receive full retirement benefits, you must be 67 years of age or older and have at least ten years of service credit.
- 16.05 Disability Benefit: IMRF provides monthly disability payments if an eligible member is unable

to perform the duties of his position reasonably assigned by the Park District. You must have at least 12 consecutive months of IMRF service credit, at least nine months of service credit within the previous 12 immediately prior to the disability, and you may not be receiving any earnings from any employer.

- 16.06 Death Benefits: Under certain conditions, IMRF provides for lump sum payment or surviving spouse pension upon your death.

## **17.0 DEFERRED COMPENSATION PROGRAM**

The Geneva Park District participates in Nationwide Retirement Solutions, a deferred compensation program. All full-time and year-round IMRF employees are eligible to participate. Please see the Superintendent of Finance and Personnel for document information provided by Nationwide Retirement Solutions. This program is provided by the Park District, however the Park District does not contribute to the program for the employee.



## 18.0 INSURANCE

- 18.01 General: We provide insurance benefits to eligible employees. The following is a brief statement of insurance benefits. You are entitled to a more detailed summary plan description or to review plan documents, which are available in the administrative office. In the event there is a conflict between the plan documents and the statements contained in this personnel manual, the plan documents will control. Part-Time (less than 30 hours per week) and Short-Term Employees are not eligible for insurance benefits.
- 18.02 Health Insurance: If you are a regular Full-Time Employee or a part-time employee working greater than 30 hours per week, you and your dependents, not covered under another plan, whom you choose to insure are covered by our group health insurance program after you have worked for thirty (30) calendar days. Group medical, dental and vision plans are available to all full-time employees and their dependents. We may pay a majority of the premiums for covered employees and their dependents. A percentage of the premium may be paid by the employee as per an automatic withdrawal from your paycheck. Insurance benefits and coverage are subject to change from time to time and we will attempt to inform you of changes and options as soon as practical. The Director has the option to waive the 30-day waiting period for all full-time employees. In accordance with the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA), employees leaving the Park District will be offered to purchase the same insurance coverage by paying the monthly premiums for up to 18 months.
- 18.03 Employee Assistance Program: The Park District realizes that personal and work-related problems can affect an employee's job performance, health, family and emotions. To help with these pressures, the Park District has contracted with an independent firm to provide Employee Assistance Program (EAP) services on a confidential basis. The services are available to all full-time employees and their families. There may be instances where your supervisor will require you to go to EAP. Employees that are unwilling to go to EAP may be subject to discipline up to and including termination. Please contact the Superintendent of Finance & Personnel if you would like further information on the EAP.

- 18.04 Worker's Compensation: All employees will receive benefits under the Illinois Worker's Compensation Act if you sustain an injury arising out of or occurring in the course of your employment. As soon as practical, inform your supervisor of the accident. The supervisor must complete the Accident Notification form and receive written statements from the injured employee and any witnesses. The Accident Notification form should be given to a member of the safety committee. A Safety Committee member will submit the information to PDRMA within 24 hours.
- 18.05 Life Insurance: If you are a Full-Time Employee, we provide you with term life insurance after you have worked for thirty (30) calendar days. You are entitled to a more detailed summarized plan description or to review plan documents, which are available in the administrative office. Life insurance benefits and coverage are subject to change from time to time and we will attempt to inform you of changes and options as soon as practical.
- 18.06 Retirement Benefits: We participate in a retirement program for our employees through the Illinois Municipal Retirement Fund (1,000 hours worked or more per calendar year) and Social Security. See IMRF Pension Plan (16.0)
- 18.07 Waiving Health Insurance Coverage: Full-Time staff eligible for insurance benefits that elect not to take insurance, may receive 6 additional personal days in lieu of insurance benefits. The form in Section 18.08 must be completed by the employee and placed in their personnel file if they chose to waive insurance coverage. If this election is made mid-year the personal days for the first year will be pro-rated according to the number of months remaining in the first year.

For situations, where two or more employees are related to each other and have chosen to be covered together on one employee's insurance plan, thus allowing the other employee(s) to waive the insurance, the employee who waives the insurance shall not have the option of also receiving the 6 additional personal days.

18.08 Waiver Of Health Insurance Coverage Form:

**Must be completed if waiving MEDICAL, DENTAL and VISION coverage**

The reason I am not applying for Medical, Dental and Vision Insurance is:

\_\_\_\_\_ Covered by spouse's group Medical, Dental and Vision plan.

\_\_\_\_\_ Covered by another Medical, Dental and Vision plan.

\_\_\_\_\_ Other (please explain): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I understand that I am waiving my right to the Geneva Park District Health, Dental and Vision Insurance and I will receive 6 additional personal days off during this calendar year. If this election is made mid-year, the first year's personal days will be pro-rated.

Employee Name: \_\_\_\_\_

Signature: \_\_\_\_\_

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

*I understand that medical evidence may be required if I choose to apply in the future and that coverage must be approved by PDRMA prior to becoming effective.*

## 19.0 EMPLOYEE BENEFITS

- 19.01 Payment for Use of Personal Vehicles/Use of Park District Vehicles: The Geneva Park District will reimburse previously approved Full-Time Employees when you are required to use your personal vehicle for Park District purposes. Reimbursement will be predetermined by a monthly car allowance or at the Internal Revenue Service mileage rate. The appropriate form for mileage use will be turned into your supervisor for approval and payment. In order to qualify for payment you must secure prior approval, in writing, from your Supervisor. We may require you to file a copy of your insurance policy or a certificate of insurance issued by your insurance carrier with the business office. In addition, you must notify the Director if your automobile insurance has temporarily lapsed before using your personal vehicle for Park District purposes. The Park District shall provide the Superintendent of parks with an automobile in order to conduct the business of the Park District more readily. An imputed value will be used for calculating the value of personal use as provided by the IRS Employer's Tax Guide to Fringe Benefits. The Executive Director, Superintendent of Recreation, and Superintendent of Finance & Personnel will, as deemed necessary or appropriate by the Executive Director in accordance with Board guidelines, receive a monthly stipend for vehicle expense. No Park District employee may operate a motor vehicle, whether owned by the Park District or by the employee personally, in the conduct of Park District business unless such employee has a valid, current proper classification license to operate motor vehicles in the State of Illinois.
- 19.02 Professional Organizations: All Park District employees are encouraged to join professional organizations related to their work. If you are a Full-Time Employee, Department Head, Managerial, or Supervisory Employee and have completed your introductory period, we may pay your individual dues for membership to an organization if pre-approved. Others will be considered at the discretion of the Director.
- 19.03 Park District Expenses: Policy Governing Reimbursement of Employee and Officer Travel, Meal and Lodging Expenses
- A. Purpose. The Board of Commissioners of the Geneva Park District will reimburse employee and officer travel, meal, and lodging expenses incurred in connection with pre-approved travel, meal, and lodging expenses incurred on behalf of the Park District. Employees and officers are expected to exercise the same care in incurring expenses for official business as a prudent person would in spending personal funds. The District reserves the right to disapprove requests for

reimbursement of expenses or losses where such requests involve unnecessary expenditures or losses due to an employee's own negligence, losses due to normal wear or losses due to theft unless the theft was due to the District's negligence. "Unnecessary expenditures" are those deemed to be unreasonable and/or those which do not inure to the primary benefit of the District.

B. Definitions. "Entertainment" includes, but is not limited to, shows, amusements, theaters, circuses, sporting events, or any other place of public or private entertainment or amusement, unless ancillary to the purpose of the program or event. "Maximum allowable reimbursement" means the maximum amount that may be reimbursed for travel, meal, and lodging expenses, which is set at the General Services Administration (GSA) daily rates per travel event. "Travel" means any expenditure directly incident to official travel by employees and officers of the Park District or by wards or charges of the Park District involving reimbursement to travelers or direct payment to private agencies providing transportation or related services.

C. Authorized Types of Official Business. Travel, meal and lodging expenses shall be reimbursed for employees and officers of Park District only for purposes of official business conducted on behalf of the Park District, which includes but is not limited to off-site or out-of-town meetings related to official business and pre-approved seminars, conferences and other educational events related to the employee's or officer's official duties. If you are unsure whether an expense is reimbursable, please contact the Executive Director.

D. Categories of Expenses. 1. Airfare and Hotel -Those employees that require airfare and/or hotel for business travel should contact the Superintendent of Finance & Personnel. Employees should not purchase their own airfare or book their own hotel. Instead it must be purchased by the Superintendent of Finance & Personnel so mileage rewards and discounts may be utilized. The Park District will also reimburse baggage fees up to one bag each way, if not already included in the airfare.

2. Personal Automobiles -Mileage reimbursement will be based on mileage from the work location office to the off-site location of the official business, not from the employee's or officer's residence. When attending a training event or other off-site official business directly from an employee's or officer's residence, no reimbursement will be made if the distance is less than the mileage of a normal commute to the workplace. If the distance is greater than the employee's or officer's normal commute, reimbursement will be paid based on the differential of the commute less the mileage of a normal commute to the workplace. An employee or officer will be reimbursed at the prevailing IRS mileage rate. The traveler will only be reimbursed up to the price of a coach

airfare ticket if they drive to a location for which airfare would have been less expensive.

3. Automobile Rentals – Travelers will be reimbursed for the cost of renting an automobile including gasoline expense only as provided in this section. Travelers using rental cars to conduct official business are required to purchase insurance through the rental agency. Car rental insurance will cover the vehicle during personal use, e.g., using the vehicle after the conference has ended. Compact or mid– size cars are required for two or fewer employees or officers traveling together and a full– size vehicle may be used for three or more travelers. The traveler must refuel the vehicle before returning it to the rental company.

4. Public Transportation – In the case of local training or official business where an employee or officer chooses to use public transportation, reimbursement for use of public transportation is based on mileage from the agency office to the training site (not from the traveler’s residence), regardless of the transportation method chosen. When attending training or business directly from an employee’s or officer’s residence, no reimbursement will be made if the distance is less than the mileage of a normal commute to the workplace. If the distance is higher than the traveler’s normal commute, reimbursement will ~~paid~~be paid at the differential of the commute less the mileage of a normal commute to the workplace.

5. Other Transportation – The traveler should utilize hotel shuttle service or other shuttle services, if available. If none are offered, the use of the most economic transportation is encouraged.

6. Meals- Meal reimbursement is limited to the current U.S. General Services Administration (GSA) regulations in place at the time the expense is incurred. For food, beverage, and incidental expenses employees will receive a per diem. These rates are established by the GSA and are revised annually. Meals provided by the conference or seminar should be deducted from the per diem allowance. Partial reimbursement may be made for departure and return days based on time. You may get the current per-diem rates from the Superintendent of Finance & Personnel. There may be instances whereby the per-diem amount allotted is less than the GSA published rate. Employees that stay within the maximum per diem amount for meals and incidentals are not required to submit receipts upon completion of their travel. If an employee, expends more than the per-diem an employee must submit an Expense Report accompanied by receipts requesting reimbursement within 3 days to your Supervisor. Any expenditure above the per diem must be approved by the Director and approved by roll call vote by the Board of Commissioners.

7. Vacation in Conjunction with Business Travel – Employees and officers are permitted to combine personal travel with business travel, as long as they have prior approval from the

Executive Director. Any time away from work may be approved and vacation or personal time must be used. Additional expenses arising from such non-business travel are the responsibility of the employee or officer. Any differential in airfare costs related to the different departure and/or arrival dates due to personal travel will be calculated and any cost increases must be reimbursed to the Park District. If the cost of airfare is lower, there is no reimbursement to the employee. In cases where vacation time is added to a business trip, any cost variance in airfare, car rental, lodging and/or any other expenses must be clearly identified on the Travel, Meal, and Lodging Expense Report form and paid by the traveler.

8. Accompanied Travel – With prior approval, employees or officers may be accompanied by a family member or friend on business travel, when the presence of a companion will not interfere with a successful completion of business objectives. However, no expenses attributable to any family member will be reimbursable expenses. All expenses will be calculated as if the traveler were traveling alone, using the minimum costs to the Park District for lodging, meals, and transportation. However, if the attendance of a spouse or family member is ancillary to the employee or official's participation and attendance at certain events, reimbursement for the spouse or family member's reasonable expenses shall be made by the Park District following prior approval by the Executive Director.

9. Parking – Parking fees at a hotel/motel will be reimbursed only with a receipt.

10. Entertainment Expenses - No employee or officer of the Park District shall be reimbursed for any entertainment expense, unless ancillary to the purpose of the program, event or other official business.

#### E. Approval of Expenses.

1. Expenses for Members of the Board of Commissioners. All travel, meal, and lodging expenses incurred by any member of the Board of Commissioners must be approved by roll call vote at an open meeting of the governing board or corporate authorities of the local public agency.

2. Expenses for Officials or Employees Other than Members of the Board of Commissioners. Travel, meal, and lodging expenses incurred by any official or employee not covered by paragraph E.1 (member of the Board of Commissioners) that is in excess of the maximum allowable reimbursement, as defined in Section B of this policy, must be approved by roll call vote at an open meeting of the Board of Commissioners.

3. Other Expenses. All other expenses that do not fall within paragraphs E.1 or E.2 are subject to the Executive Director's approval.

F. Documentation of Expenses. Before an expense for travel, meals, or lodging may be approved under Section E of this Policy, the following minimum documentation must first be submitted, in writing, to the Executive Director on a Travel, Meal, and Lodging Expense form: (1) an estimate of the cost of travel, meals, or lodging if expenses have not been incurred or a receipt of the cost of the travel, meals, or lodging if the expenses have already been incurred; (2) the name of the individual who received or is requesting the travel, meal, or lodging expense; (3) the job title or office of the individual who received or is requesting the travel, meal, or lodging expense; and (4) the date or dates and nature of the official business for which the travel, meal, or lodging expense was or will be expended. All documents and information submitted under this Section are public records subject to disclosure under the Freedom of Information Act.

G. Travel, Meal, and Lodging Expense Report Form. The Park District hereby adopts as its official standardized form for the submission of travel, meal, and lodging expenses the Travel, Meal, and Lodging Expense Report form attached hereto and incorporated herein as Attachment 1.



**GENEVA PARK DISTRICT  
TRAVEL, MEAL AND LODGING EXPENSE  
REIMBURSEMENT FORM**

**Name of Official or Employee:** \_\_\_\_\_

**Title/Position of Official or Employees:** \_\_\_\_\_

**Name and Date of the Activity/Event:** \_\_\_\_\_

**Check Number (if applicable):** \_\_\_\_\_

**Credit Card Receipt Number (if applicable):** \_\_\_\_\_

**Description of the purpose of the expense:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Reimbursement Expense (Estimated Costs or Actual Costs with receipts, if applicable):**

Mileage: \_\_\_\_\_

Meals: \_\_\_\_\_

Parking: \_\_\_\_\_

Hotel/Lodging: \_\_\_\_\_

Car rental: \_\_\_\_\_

Airfare: \_\_\_\_\_

Other Transportation (bus, train, taxi, shuttle, ~~etc~~etc.): \_\_\_\_\_

**Employee's/Officer's Signature:** \_\_\_\_\_

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

**Executive Director's Authorization:** \_\_\_\_\_

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

**ATTACH ALL RECEIPTS IF APPLICABLE**

19.04 Participation in Programs and Use of Facilities:

If you are a Board Member or Full-Time Employee, you, your spouse, and your children that are 21 years or younger or full-time students who reside in your home, may participate in Park District programs at a reduced charge under the general guidelines established for each facility and recreation program, provided that no one in the general public is displaced. Any full-time employee or family member will not count as a number toward the minimum for a class or program to take place. Any exceptions will be listed in the sections that follow.

Permanent Part-time staff currently working 15 hours or more on the average per week are eligible to sign up for programs at a 50% discount off the appropriate fee dependent upon residency status. Permanent Part-time staff currently working 15 hours or more on the average per week will be allotted a \$75.00 total allowance per season for registration at a 50% discount for spouses and any dependents that are 21 years or younger or full-time students who reside in your home. Any discounted registrations for part-time employees or their family members will not count as a number toward the minimum or maximum for a class or program to take place. This benefit for permanent part-time employees or family members does not apply to the following programs: Contractual Programs, Pre-School, Kids Zone, Day Camps, Team Gymnastics and Dance Company, Adult Athletic Leagues, or Trips. All requests must be submitted to the Superintendent of Recreation. The Director may only make exceptions to these guidelines.

A. Cooperative Programs:

Defined as those programs in which the Geneva Park District, along with one or more governmental or not-for-profit groups, provides a recreational activity.

Charges: As determined by the Superintendent of Recreation per general discounts described above. This discount applies to Full-time staff, commissioners, permanent part-time staff and their afore-mentioned family members.

B. Adult Athletic Programs:

Defined as those team sports in which the employee participates as a team member.

Charges: The team, upon submitting the team roster, is required to pay the regular registration fee, less any fee that may be charged for the Full-time employee's or commissioner's participation on that team. This discount does not apply to family members.

C. Contractual Programs and Trips:

Defined as those programs in which the Geneva Park District contracts with a profit making

organization or programs paid on a per participant basis such as, All Star Sports, Martial Arts, or Young Rembrandts classes, and any trips, etc.

Charges: The Full-time employees, board members or their afore-mentioned family members are required to pay the amount that is contracted with the organization for each participant.

D. Sunset Racquetball & Fitness Center, Stephen D. Persinger Recreation Center:

Upon request, the Geneva Park District will issue memberships to the Sunset Racquetball and Fitness Center and Stephen D. Persinger Recreation Center as follows: 1) All Full-Time staff, commissioners, their afore-mentioned family members and all current fitness facility staff may receive an annual membership at no charge. This includes any Court fees or nursery services. Fitness facility staff may only get a membership at the facility which they work. Fitness facility staff is defined as customer service staff, ~~child-care~~ childcare staff and weekend and evening custodians only. 2) All other Permanent Part-time employees who work 15 hours or more on the average per week may receive an annual membership at a 50% discount at the resident rate. 3) Summer short-term employees may receive a specific summer membership at a discounted rate. All memberships are subject to the following provisions: 1) Employees who wish to receive a membership must complete a membership application and return it to the Superintendent of Recreation or Facilities Supervisor, 2) All memberships issued under this policy receive regular membership privileges and are subject to all rules, regulations, and fees surrounding the use of Sunset Racquetball and Fitness Center and Stephen D. Persinger Recreation Center. 3) Guest Fees must be paid by employees, board members and their guests if applicable. 4) All members who receive their membership as a “benefit” should refrain from using the facility during busy times. (Example: Between 5:00 – 7:00 PM, Monday through Thursday, January through March). 5) When employment is terminated, employees may either cancel their membership or pay the remaining balance of the annual membership at a prorated rate.

E. Sunset Pool:

Upon request, the Geneva Park District will issue summer memberships to the Sunset Pool as follows: 1) All Full-Time employees, commissioners and their afore-mentioned family members can receive an individual or family membership depending on the individual need at no charge. 2) All current pool employees can obtain a complimentary individual pool pass or purchase a regular rate family season pass minus the regular rate individual pool pass. 3) All, Part-Time and Short-term employees who are presently working during the pool season and work a minimum of 15 hours per week may purchase an individual or family season pass, at the regular (not Early Bird)

resident rate minus a \$15 discount. Part-Time and Short-term employees must have approval from the Facilities Manager or Superintendent of Recreation prior to obtaining this discounted membership. 4) All of the above must complete the required registration forms and must use the photo I.D. system when entering the swimming pool. 5) All fees and discounts are subject to change without prior notice by the Board of Commissioners and/or the Director of Parks and Recreation.

F. Miniature Golf Course:

All Full-Time employees, Commissioners and their afore-mentioned family members can play miniature golf at no charge. All currently-employed miniature golf attendants (family members not included) may play miniature golf at no charge. Discounts do not apply to any other employees. Price subject to change at the discretion of the Director or Board of Commissioners.

G. Discount Purchases:

All Commissioners and Full-time employees currently working for the Geneva Park District are entitled to discounts on any purchases made at the Sunset Racquetball and Fitness Center's Pro Shop. All discounts are subject to the following provisions: 1) Only present employees and commissioners can make discounted purchases. This benefit does not include family members or friends. 2) Discounts will be cost plus 10% on all items and tax must be paid on all purchases. 3) Purchases can only be made from the fitness center staff or Superintendent of Recreation. No other employee is allowed to sell any item at employee discount rates and no one is allowed to purchase items for themselves. 4) Anyone misusing this privilege will have it revoked. 5) This policy subject to change without prior notice at the discretion of the Director or Board of Commissioners.

H. Concession Stand Sales Discount:

Present Full-Time employees, employees of the miniature golf course and pool, and members of the Board of Commissioners of the Geneva Park District are entitled to discounts on purchases made at the Park District's concession stands. Miniature golf and pool staff may only receive employee discounts at their place of employment. All discounts are subject to the following: 1) The Superintendent of Recreation or Facilities Manager will establish "employee prices" prior to the seasonal opening of the concession stands, 2) These prices will be less than the current general public price but not less than the purchase price, 3) Only present employees can make these discount purchases and this benefit does not include family members or friends, 4) Any employee who purchases concession items at a discount for another individual will have this privilege

revoked, 5) This policy is subject to change without prior notice at the discretion of the Director or Board of Commissioners.

- 19.05 Continuing Education, Training and Tuition Reimbursement: We encourage full-time employees to participate in training programs, conferences and seminars to obtain or maintain certification and enhance their professional skills. If you are interested in participating in such programs, tell your Department Head. With the Director's permission and subject to Board guidelines and current budget, you may participate in the program without losing any pay and at our expense, as long as it relates to our activities and does not interrupt our programs and efficiency.

We may offer a college tuition reimbursement program for classes related to your position to Full-Time Employees. All tuition reimbursement requests must be submitted at budget preparation time for the following year. All reimbursements are subject to the employee maintaining a satisfactory Grade Point Average of at least a "C". Employees who do not maintain a satisfactory grade point average of "C" or higher shall not be entitled to reimbursement. Employees who leave the employment of the Park District within one (1) year of obtaining reimbursement under this policy shall be obligated to reimburse the Park District for all tuition reimbursement received in the twelve (12) month period preceding the termination of employment.

- 19.06 Personal Use of Park District Property: Employees are prohibited from taking or using any Park District supplies, materials or tools without the approval of the Director, or a Superintendent. The use of equipment and facilities is not for the personal gain of the employee. Equipment, tools, and facilities must be returned or left in the condition that they were in before your use. Employees will be held responsible for all financial burdens due to damage to supplies, materials, tools, equipment, or facilities. If these guidelines are not followed, the person or persons not doing so may be denied these privileges or subject to disciplinary action. Vehicles and mowers of the district are not available for use after hours.

- 19.07 Kane County Teachers' Credit Union: Full-time employees are eligible to open an account at this credit union.

- 19.08 Suggestion System: Employees who have suggestions for the improvement of services, reduction of costs, improvement of safety or training, or other related programs or plans, are encouraged to discuss their suggestions with their immediate supervisor. In some cases, the supervisor may choose to bring that suggestion forward. All suggestions are considered and when warranted implemented. Particularly meritorious suggestions may be recognized with special

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applicable department head. All requests for time above and beyond normal lunch and

breaks are subject to approval of the employee's direct supervisor and the applicable

department head based on operational needs of the employee's department and the District.

C. Privacy Accommodations and Designated Lactation Space

The District will make a reasonable effort to provide a clean, lockable private room (not a toilet stall or public restroom) or other location, in close proximity to the work area, where an employee can express milk privately. The room should have a chair and accessible electrical outlets for an electric breast pump and, if possible, a small table. A clean water source for washing hands and rinsing out any nursing equipment must be available; a restroom or break room with a sink does satisfy this requirement. It is the employee's responsibility to keep the location clean after each use and remove any personal items.

D. Nursing Child

Bringing a child to the workplace is not recommended. However, a mother may elect to nurse her child during her scheduled breaks in the designated private area. The mother will make the necessary arrangement with her direct supervisor and ~~child-care~~childcare giver. The ~~child-care~~childcare giver will meet at the designated location and time. It is important that these scheduled times do not disrupt the operations of the department or the District. It is the employee's direct supervisor's discretion to determine if disruptions are occurring and, after review with the department head and Superintendent of Business, may recommend terminating the direct nursing of the child and provide accommodations for pumping only.

E. Storing Breast Milk

Breastfeeding women will provide their own containers and can provide their own storage unit such as small ice chest or thermos from home. If breast milk is stored in a common refrigerator, the mother should provide their own container which is labeled with their name and placed on the top shelf of the refrigerator, not in the door. It is the employee's responsibility to remove expressed milk at the end of each day.

## **20.0 HOLIDAYS**

If you are a regular Full-Time Employee, you are entitled to the following days off as “holiday time off:

- New Year’s Eve Day
- New Year’s Day
- Friday before Easter
- Memorial Day
- Fourth of July
- Labor Day
- Columbus Day (floating holiday)
- Thanksgiving Day
- Friday after Thanksgiving
- December 24th
- December 25th

The Columbus Day holiday has been designated as a floating holiday. A floating holiday allows you to substitute the Columbus Day holiday with an alternate day, typically taken on a day of your choice within the calendar year. A floating holiday is subject to scheduling in advance and approval by your supervisor. Unused floating day holidays may not be carried over to the next calendar year or are not paid out upon termination.

Days off that fall on a weekend will be observed on the previous or following workday as scheduled by the administrative office. If you are an hourly paid Full-Time Employee, we will pay you a day’s wage based on your regular hourly pay for holiday time off and will pay you 1 and 1/2 times your regular hourly rate for each hour you work on days listed above. If you are a salaried Full-Time Employee and we require you to work on a day listed above, we will give you a day off as a substitute.



## 21.0 VACATIONS

Full-Time Employees are eligible for vacations according to the following guidelines and schedule presented below.

- 21.01 First Year of Employment: Employees are not eligible to use vacation until six months of service to the Geneva Park District has been completed. The vacation period will be January 1 through December 31. During the first year of employment the employee will earn .83 days of vacation per month (10 days annualized). Upon completion of one year of service, the employee will continue to earn .83 days per month through December 31<sup>st</sup>. Those days earned through December 31<sup>st</sup> must be taken by January 31<sup>st</sup> of the next year. Beginning the January 1<sup>st</sup> following their 1-year anniversary, the employee will have 11 days of vacation available on a prorated basis. January 1<sup>st</sup> will then become the employee's new anniversary date. Changes to this policy can be made only by approval of the Director or the Board of Commissioners.

- 21.02 Schedule:

| <u>COMPLETED LENGTH OF SERVICE</u> | <u>ANNUAL LEAVE</u> |                                     |
|------------------------------------|---------------------|-------------------------------------|
| 1 year                             | .83 day per month   |                                     |
| 2 years                            | 11 days             | (.92 day per month)                 |
| 3 years                            | 12 days             | (1 day per month)                   |
| 4 years                            | 13 days             | (1.08 days per month)               |
| 5 years                            | 15 days             | (3 weeks) (1.25 days per month)     |
| 6 years                            | 16 days             | (1.33 days per month)               |
| 7 years                            | 17 days             | (1.42 days per month)               |
| 8 years                            | 18 days             | (1.5 days per month)                |
| 9 years                            | 19 days             | (1.58 days per month)               |
| 10 years                           | 20 days             | (4 weeks) (1.67 days per month)     |
| 20 years                           | 21 days             | (1.75 days per month)               |
| 21 years                           | 22 days             | (1.83 days per month)               |
| 22 years                           | 22 days             | (1.83 days per month)               |
| 23 years                           | 23 years            | 23 days (1.92 days per month) or 20 |

|            |         |  |
|------------|---------|--|
| 24 years   | 24 days | days & 3 <del>days</del> days' pay<br>(2 days per month) or<br>20 days & 4 <del>days</del> days' pay |
| 25 years + | 25 days | maximum (2.08<br>days/month) or 20<br>days & 5 <del>days</del> days' pay                             |

21.03 Requirements for Vacation: All requests are subject to the approval of your Department Head and the Director and will be granted in order of department seniority. Vacation is encouraged to be taken in units of at least one work week at a time. You should submit a written request for vacation time off to your Department Head at least two weeks in advance. If you desire to take two (2) or more weeks of continuous vacation, you must submit a written request to the Director at least thirty (30) days in advance. During the months of May, June, July, August and September, no vacations will be granted in excess of 10 consecutive working days without approval from the Director. The Department Head or Director may require you to reschedule your vacation if the Department Head or Director determines that your presence is necessary for the efficient or safe operation of the Park District. Two people from each department must always be scheduled to work. All vacation time must be used before January 31 of the following year or be lost. If a holiday occurs during an employee's vacation, that holiday is not counted as a used vacation day. If an employee is sick during scheduled vacation time, no adjustment will be made unless hospitalization is required. Days hospitalized will not be counted against the employee's vacation. Verification of hospitalization is required upon return to work.

21.04 Vacation Pay: Vacation pay is based upon your regular forty (40) hour rate of pay or rate of salary. Once an employee has completed 23 years of service, that employee may be able to have 23 vacation days or 20 vacation days and the equivalent of 3 ~~days~~days' pay. Examples include: 24 years of service equal 24 vacation days or 20 vacation days and 4 ~~days~~days' pay. The maximum anyone can receive is 25 ~~days-vacation~~days' vacation or 20 ~~days-vacation~~days' vacation and 5 ~~days~~days' pay. The payment in lieu of vacation days will be paid at the end of the calendar year (December). Vacation and payment can be determined at the discretion of the Director and/or Board of Commissioners. Federal and state tax deductions will be applicable to all payments.

- 21.05 Failure to Return to Work: If you fail to return to work without verification and approval from the Director following the end of an approved vacation we may consider you to have voluntarily resigned your position with the Park District effective immediately. .
- 21.06 Vacation Credit for Prior Service: If you are a new employee, the Director or Board of Commissioners may give you vacation credit for service with other Park Districts or similar governmental or recreational employers. In order to qualify, the Director may require you to submit written verification of the dates of your employment with prior employers.
- 21.07 Treatment of Unused Vacation Days: If vacation days are not taken before January 31 of the next calendar year, they are lost. Upon dismissal, resignation, or retirement vacation days will be paid to the employee on a prorated basis dependent upon the date employment is terminated. The employee's current hourly wage or salary will be used in calculating the final payout. Example: If employment is terminated in June, the employee will have worked six out of twelve months of the year. The employee will then be paid for up to one-half of his/her total vacation days minus any days already utilized.

## 22.0 PAID SICK DAYS

22.01 Full-time Employees: If you are a Full-Time employee you are eligible for one-half paid sick day per month for your first twelve months of service. Starting with the second year of service you will earn .83 sick days per month. You may use sick days for absences due to your illness or injury or to care for your spouse, domestic partner, your parent or your child. In addition, you may use a limited number of sick days each year (equal to the amount of paid sick leave an employee can accrue and use for his own health condition in six months of employment) to care for the following family members which includes your sibling, your mother-in-law, your father-in-law, your grandchild, your grandparent, and your step-grandparent. At the discretion of the Executive Director additional sick days may be approved. Any sick time used for family members may require documentation from a physician or health care provider.

Although employees are encouraged to make doctor and dentist appointments during non-working hours, paid sick days may also be used for doctor/ dentist appointments for yourself or the aforementioned family members. Sick leave may not be used as vacation time. A half-day is a minimum sick day unit that may be taken.

In order to receive sick pay, you or a member of your family must notify your supervisor of your absence at least 1/2 hour before you are scheduled to start work. If you are away from work for three (3) or more consecutive days you may be required to provide documentation from your physician or other health care provider confirming your illness or injury, your fitness to return to work, and your ability or inability to perform the essential functions of your position. If your immediate supervisor has reason to suspect abuse of this sick day policy your immediate supervisor may require you to provide such documentation for time away from work of less than three (3) consecutive days.

Failure to comply with this policy or abuse of this policy may result in disciplinary measures, up to and including discharge.

Upon layoff, resignation or retirement, an employee is entitled to 50% of a day's compensation, at the employee's present rate, for every day accumulated in his/her sick day bank up to a maximum of forty-five (45) paid days.

Upon retirement, an employee has the option to convert unused, unpaid sick days into service credit for the Illinois Municipal Retirement Fund (IMRF). Service credit is earned at the rate of one month for every 20 days of unused, unpaid sick days or a fraction thereof not to exceed

240 days (one year). The effective date of pension must be within 60 days of the employee's termination/retirement.

- 22.02 Preschool Teachers and Aides: Permanent part-time Preschool teachers and aides are eligible for a pre-determined number of paid sick days each school year. The number of days is to be included in the employee's preschool employment contract and job description. Sick days may be used for absences due to your illness or injury or to care for your spouse, your domestic partner, your parent or your child. In addition, you may use a limited number of sick days each year (equal to the amount of paid sick leave an employee can accrue and use for his own health condition in six months of employment) to care for the following family members which includes your sibling, your mother-in-law, your father-in-law, your grandchild, your grandparent, and your step-grandparent. Any sick time used for family members may require documentation from a physician or health care provider.

A half-day is a minimum sick day unit that may be taken. These days do not accumulate from year to year and are lost at the end of the school year.

In order to receive sick pay, you or a member of your family must notify your supervisor of your absence at least 1/2 hour before you are scheduled to start work. Your Supervisor or the Director may request you to submit a doctor's statement verifying the illness or injury. Sick days may only be used for work at preschool; not for any other position the employee may have with the Geneva Park District.

Employees will not be reimbursed for any unused sick days if the employee resigns or is terminated during the school year. Any additional days off due to illness will require a deduction in the employee's salary based on the number of additional days the employee is absent from preschool.

- 22.03 Senior Coordinator: The permanent part-time Senior Coordinator is eligible for a pre-determined number of paid sick days each calendar year. The number of days is to be included in the employee's employment contract and job description. Sick days may be used for absences due to your illness or injury or to care for your spouse, your domestic partner, your parent or your child. In addition, you may use a limited number of sick days each year (equal to the amount of paid sick leave an employee can accrue and use for his own health condition in six months of employment) to care for the following family members which includes your sibling, your mother-in-law, your father-in-law, your grandchild, your grandparent, and your step-grandparent. Any sick time used for family members may require documentation from a physician or health care provider.

A half-day is a minimum sick day unit that may be taken. These days do not accumulate from year to year and are lost at the end of the calendar year.

In order to receive sick pay, you or a member of your family must notify your supervisor of your absence at least 1/2 hour before you are scheduled to start work. Your Supervisor or Director may request you to submit a doctor's statement verifying the illness or injury. Sick days may only be used for work as the Senior Coordinator; not for any other position the employee may have with the Geneva Park District.

Employees will not be reimbursed for any unused sick days if the employee resigns or is terminated. Any additional days off due to illness will require a deduction in the employee's salary based on the number of additional days the employee is absent from work.

## **23.0 PERSONAL DAYS**

- 23.01 Eligibility: If you are a Full-Time Employee and have completed your introductory period, you may take three (3) paid personal days each calendar year. A personal day can be taken in one-half day minimums. A personal day may not be used in conjunction with vacation days unless approved by the Director.
- 23.02 Request for Personal Day: Except for emergencies, a personal day must be requested at least 1 days in advance of the desired date and is subject to approval by your immediate supervisor and the director.
- 23.03 Treatment of An Unused Personal Day: You must use the personal days before the end of each calendar year. You will not be paid for an unused personal days and you may not carry over any paid personal days to the next year. Upon termination or resignation, an unused personal day is lost.

#### **24.0 BEREAVEMENT LEAVE**

You may be off work for up to three (3) working days in the event of a death in your immediate family. The Director may approve a longer leave depending upon the circumstances. If you are a Full-Time Employee and have completed your introductory period, you are eligible for leave with pay. We ask that you inform your Supervisor when you intend to be absent because of a death. For purposes of this section, “immediate family” means your spouse, civil union partner, child, parent, brother, sister, grandparent, grandchild, parents-in-law, brothers-in-law, sister-in-law and legal guardians. Upon returning to work, proof of death and relationship to the deceased may be required.



## **25.0 JURY DUTY**

You are eligible for leave in the event that you are called for jury duty. If you are a Full-Time Employee and have completed your introductory period, we will pay you the difference between the amount you receive for each day's jury service and your regular wage for each day you would ordinarily have been scheduled to work, up to a maximum of (10) working days. In order to receive pay from the Park District employees eligible for pay must submit a copy of the check received for jury duty to the Superintendent of Finance and Personnel before the Park District will pay the difference. All employees must provide written notice, supported with appropriate documentation of jury duty (e.g., the jury duty summons), to their immediate supervisor as promptly as possible, before reporting for jury duty. During jury duty, and as promptly as possible, employees must inform their immediate supervisor as to the expected duration of the jury duty. Following jury duty, all employees must provide the Park District with appropriate documentation evidencing the length of their jury duty.

## **26.0 MILITARY LEAVE**

An employee who is a member of the United States Army, Navy, Air Force, Marines, Coast Guard, National Guard, Illinois State Guard or Reserves will be granted a leave of absence for military service, training or related obligations in accordance with applicable law.

Pursuant to the Uniformed Services Employment and Reemployment Rights Act (USERRA) and the Illinois Service Member Employment and Reemployment Act (ISERRA) , leaves of absence without pay shall automatically be granted for all employees who are called or volunteer for military service, including training duty in the Army Reserves a reserve component of the United States Armed Services, including the State or National Guard, the Illinois State Militia, service in a federally recognized auxiliary of the U.S. Armed Forces when performing official duties in support of military or civilian authorities as the result of an emergency, and a period for which an employee is absent from employment for the purpose of medical or dental treatment for a condition, illness, or injury sustained or aggravated during a period of active service in which treatment is paid by the U.S. Department of Defense Military Health System. During such leave, the employee's seniority and other benefits shall continue to accrue. In addition:

- a. During leaves for annual training, the employee shall continue to receive their regular compensation as a Park District employee for up to 30 days per year, which need not be served continuously;
- b. During leaves for basic training, for up to 60 days of special or advanced training or encampments, and for any other training or duty required by the United States Armed Forces, the employee shall receive their regular compensation, minus the amount of their base pay for military activities. If eligible, the employee will receive the difference between their regular salary and base military pay. Employees should retain their military pay vouchers. Upon return, employees must furnish official proof of pay during tour of duty in order to receive pay from the Park District;
- c. For any employee who is placed on active duty status, as defined above, the rights and benefits of the employee shall have the following rights and benefits preserved and protected:
  - i. The provision of insurance coverage and its automatic continuation immediately upon return to employment status with the Park District; and

- ii. The right to any promotional, employment, contractual or salary benefits, or pension rights and benefits that accrued while the employee was on active duty status.
- iii. The right to be credited with the average of the efficiency or performance ratings or evaluations received for the three years immediate before the absence for military leave. The rating shall not be less than the rating that he or she received for the rated period immediately prior to his or her absence on military leave.

An employee who volunteers or is drafted or ordered into the military service shall be entitled to return to their former position at the current rate of pay with no loss in seniority and benefits, providing said employee returns to work within ninety (90) days of discharge from military service. Seniority shall accrue while in the service on active duty.

An individual returning from initial active training duty is entitled to reemployment if the following conditions have been met:

- a. Reservist was called for initial active duty training for at least twelve (12) weeks and was called to active duty for at least ninety (90) days; and/or
- b. Reservist applies for reemployment within thirty-one (31) days after release from active duty for training after satisfactory service or from discharge from hospitalization from military injury, provided it is less than one year after scheduled release from duty.

Employees granted a leave of absence for participation in training with the Army Reserves or National Guard need not apply for reemployment, but must report to work at the beginning of the next scheduled working period, unless prevented by circumstances beyond the employee's control. If the employee does not report to work, they may be subject to progressive discipline, but does not forfeit entitlement to reemployment.

Except as otherwise provided in paragraph above, employees entering the military service shall be allowed the opportunity to continue to participate under the Park District's group health insurance plan by utilizing their Federal COBRA rights.

If possible, employees must provide the Park District with at least thirty (30) days advance written notice

prior to the start of leave for military service except in cases of national emergency. Such notice must include, without limitation, a copy of your orders. Upon return to the Park District from military training, employees must submit a statement signed by an appropriate military official indicating the time spent in military training and/or service.

Employees inducted into the Armed Services of the United States under the Military Selective Service Act (or under any prior or subsequent corresponding law) for training and service will receive military leave and reemployment benefits in accordance with applicable law. Employees who enlist in the Armed Services of the United States will also receive military leave and reemployment benefits in accordance with applicable law.

Where required by law, during an employee's military leave, an employee is entitled to continued group health plan coverage under the same conditions as if the employee had continued to work.

~~An employee who is a member of the United States Army, Navy, Air Force, Marines, Coast Guard, National Guard, or Reserves will be granted a leave of absence for military service, training or related obligations in accordance with applicable law.~~

~~— Pursuant to the Uniformed Services Employment and Reemployment Rights Act (USERRA), the Illinois Military Leave of Absence Act, the Public Employee Armed Services Rights Act, and the Local Government Employees Benefits Continuation Act, leaves of absence without pay shall automatically be granted for all employees who are called or volunteer for military service, including training duty in the Army Reserves a reserve component of the United States Armed Services, including the National Guard, and the Illinois State Militia. During such leave, the employee's seniority and other benefits shall continue to accrue. In addition:~~

- ~~— a. — During leaves for annual training, the employee shall continue to receive their regular compensation as a Park District employee;~~
- ~~— b. — During leaves for basic training, for up to 60 days of special or advanced training or encampments, and for any other training or duty required by the United States Armed Forces, the employee shall receive their regular compensation, minus the amount of their base pay for military activities. If eligible, the employee will receive the difference between their regular salary and base military pay. Employees should retain their military pay vouchers. Upon return, employees must furnish official proof of pay during their tour of duty in order to receive pay from the Park District;~~

~~c. For any member of the Illinois National Guard or any member of any branch of the Armed Forces Reserve who is placed on active duty status, the employee shall have the following rights and benefits preserved and protected:~~

~~i. The provision of insurance coverage and its automatic continuation immediately upon return to employment status with the Park District; and~~

~~ii. The right to any promotional, employment, contractual, or salary benefits, or pension rights and benefits that accrued while the employee was on active duty status.~~

~~An employee who is drafted or ordered into the military service shall be entitled to return to his/her former position at the current rate of pay with no loss in seniority and benefits, providing said employee returns to work within ninety (90) days of discharge from military service. Seniority shall accrue while in the service on active duty.~~

~~An individual returning from initial active training duty is entitled to reemployment if the following conditions have been met:~~

~~a. Reservist was called for initial active duty training for at least twelve (12) weeks and was called to active duty for at least ninety (90) days; and/or~~

~~b. Reservist applies for reemployment within thirty one (31) days after release from active duty for training after satisfactory service or from discharge from hospitalization from military injury, provided it is less than one year after scheduled release from duty.~~

~~Employees granted a leave of absence for participation in training with the Army reserves or National Guard need not apply for reemployment, but must report to work at the beginning of the next scheduled working period, unless prevented by circumstances beyond the employee's control. If the employee does not report to work, he/she may be subject to progressive discipline, but does not forfeit entitlement or reemployment.~~

~~If possible, employees must provide the Park District with at least thirty (30) days advance written notice prior to the start of leave for military service except in cases of national emergency. Such notice must include, without limitation, a copy of your orders. Upon return to the Park District from military training, employees must submit a statement signed by an appropriate military official indicating the time spent in military training and/or services.~~

## **27.0 ABSENCE WITHOUT LEAVE**

Absence without leave is any absence from work, including a single day or portion of a day, which has not been granted or approved in accordance with established policy and procedure. In such cases, pay may be denied and the employee may be subject to disciplinary action, up to and including dismissal. If you are absent without leave for three consecutive working days, you will be considered to have voluntarily resigned your position. Where your absence is determined excusable on conditions that rendered prior approval impossible, the charge of absence without leave may be changed to vacation leave, sick leave, or leave without pay.

## **28.0 PERSONAL LEAVE (UNPAID)**

- 28.01 Eligibility: If you are a full-time employee and have completed your introductory period, you are eligible for an unpaid personal leave of absence not to exceed 90 consecutive calendar days within any 24 consecutive month period.
- 28.02 Request for Leave: All requests for personal leave should be made in writing at least two (2) weeks before the effective date of the leave (except in the case of emergencies) and be approved by the employee's supervisor(s) and the Director. The following considerations will be taken into account when determining whether or not to grant the leave: purpose for which the leave is requested; length of time the employee plans to be away; the employee's job performance and attendance and punctuality record, the effect the employee's absence will have on the work in the department (i.e., the staffing requirements in the employee's facility or department); the employee's position and length of service; the expectation that the employee will return to work when the leave expires; and, any other factors deemed relevant by the Park District in its sole discretion. Each request will be reviewed on a case-by-case basis.
- 28.03 Beginning and Length of Leave: If a personal leave is granted, full-time employees are eligible for compensation of regular base wages lost during periods of authorized absence to the extent they have accumulated leave time which can be substitutes for unpaid time-. Such leave time shall include accrued vacation, sick, and personal days, which should be used in that order. The Park District requires you to substitute these days for a corresponding portion of the leave. The balance of the leave remaining after substituting such paid leave shall be taken without pay. The first day of a personal leave including all paid sick, vacation, and personal days is known as "the effective

date” of the personal leave. Upon the recommendation of the Director, the Personnel Committee of the Board of Park Commissioners may grant an extension to personal leave beyond 90 days provided that it does not extend the total leave beyond one year, including leave granted under the FMLA, if any. Requests for additional leave time must be made in writing at least two weeks prior to the expiration of the initial leave period, and must specify the reason(s) for the request and the amount of additional time sought. Employees that are on an approved leave of absence may not perform work for any other employer during that leave.

- 28.04 Reinstatement: In the case of an employee's own illness or injury, a physician's statement certifying the employee's ability to perform the essential functions of his job is required by the Park District before an employee may be permitted to return to work. Upon expiration of the leave, we will attempt to reinstate you to the same job or a job similar to the one you previously held. Reinstatement, however, cannot be guaranteed. Reinstatement depends upon the availability of the job and business requirements. If no such position is then available, you will be deemed on a permanent layoff.
- 28.05 Failure to Return: If you fail to return to an available job on the first scheduled ~~work day~~ workday after a leave of absence has expired, we will consider you to have resigned your position with us. However, pursuant to the Park District's American With Disabilities Act Policy, employees may request extended unpaid leave as a "reasonable accommodation" under the ADA.
- 28.06 Benefits While on Leave: While an employee is on an approved personal leave, the employee will be eligible to continue the group health insurance coverage in existence for that employee at the start of the leave under the Park District's group plan for the duration of the leave. The Park District may require the employee to pay a portion or 100% of the premium contribution. Other employment benefits such as vacation, sick leave, or personal days, shall not accrue during a personal leave of absence.

## **29.0 FAMILY AND MEDICAL LEAVE ACT (INCLUDING PREGNANCY)**

The Family and Medical Leave Act of 1993 provides up to twelve (12) work weeks of unpaid, job-protected leave during any twelve (12) month period to “eligible” employees for certain family and medical reasons and up to 26 work weeks of unpaid leave to care for a covered service member. Employees are eligible if they have worked for the Geneva Park District for at least 12 months, and for at least 1,250 hours over the previous 12 months immediately preceding the commencement of leave.

- 29.01 Eligibility, Beginning and Length of Leave: The following are reasons for which leave is provided for in the Act: a.) the birth and care of your child; b.) the placement of a child in your home for either adoption or foster care; c.) in order to care for your spouse, child or parent with a serious health condition; and/or d.) your own serious health condition that makes you unable to perform the functions of your job. e) because of any qualifying exigency (as the Secretary of Labor shall determine) arising out of the fact that your spouse, child, or parent is under a call or order to active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation. The procedures described in this policy also apply to absences resulting from on the job injuries. The Park District requires you to substitute all accrued sick days, paid personal days and vacation days for a corresponding portion of the medical leave. The balance of the leave remaining after substituting such paid leave shall be taken without pay (except to the extent you are eligible for Illinois Municipal Retirement Fund disability or Worker’s Compensation benefits). All times missed from work that qualifies for both Family and Medical Leave, and for Workers Compensation, will be counted toward your Family and Medical Leave.
- 29.02 Request for Leave: Where such leave is foreseeable, you must give a written request for a medical leave to your Department Head at least thirty (30) days before the first day of absence due to medical reasons. The request must specify the reasons you are requesting the medical leave and the date you expect to resume performing the duties of your job. The Park District will also require a physician’s statement setting forth the nature of your medical condition and its expected duration. In accordance with the Act, the Park District reserves the right to require you to obtain a second or third medical opinion, submit all certifications, and maintain periodic contact with the District regarding your status during leave. Further, the Park District reserves any and all other rights granted to it by such Act. Employees seeking family leave may receive a detailed statement concerning their rights and privileges under the Act, as well as those of the Park District by making



a request to the Superintendent of Finance and Personnel. The end of the medical leave will generally be the earlier of the date that you designate as your expected resumption of duties or the date that you are capable of performing the duties of your job.

29.02.01 Intermittent Leave: Family leave taken for the birth or placement of a child may not be taken intermittently or on a leave schedule that reduces the number of hours per week or hours per day that you work unless both the Park District and employee agree. Leave taken to care for your own serious health condition or to care for a spouse, child, or parent with a serious health condition may be taken intermittently or on a reduced leave schedule, if medically necessary. The Park District reserves the right to require the employee to transfer temporarily to a position that is better suited to recurring absence. The transfer position must have pay and benefits equivalent to the original position. Employees who take intermittent leave shall not have their remaining FMLA leave time reduced by any more time than they have actually taken off.

29.03 Extension of Leave: If for medical reasons, you are unable to return to work at the end of the medical leave, you must seek additional medical leave time. You must submit a written request for additional leave time to your Department Head at least three (3) workdays before the end of the initial medical leave. Your request must specify why you need additional leave time and the amount of additional leave time. Your request also must be supported by a physician's statement. If an extended leave is granted, it will not be covered under the FMLA law, however the Geneva Park District's Personal Leave Policy will take effect (see Section 28.03), or additional leave will be considered as a reasonable accommodation under the ADA. The initial FMLA leave plus extensions may not exceed one year.

29.04 Reinstatement: An FMLA employee must be restored to the position of employment held when the leave commenced; or must be restored to an equivalent position with the same pay, benefits, and work conditions that the employee had before taking leave. The position should have the same or substantially similar duties and responsibilities that entail substantially equivalent skill, effort, responsibility, and authority as the position before leave. Reinstatement from medical leave therefore, is guaranteed for twelve (12) weeks at your regular position. After twelve (12) weeks, upon expiration of an extended medical leave, we will attempt to reinstate you to a job similar to the one you had held. Reinstatement, however, depends upon the availability of a job and business requirements. If no such position is available, we will consider you to be on permanent layoff. If you are on a medical leave of greater than thirty (30) days, you must give the Director written notice of your desire to return to work at least five (5) workdays before the end of the medical

leave. If you are on leave for your own serious health condition, you must submit a certification from your doctor that you are able to resume work and/or be examined by a physician of our choice and at our expense.

- 29.05 Failure to Return: If you fail to return to an available position on the first scheduled ~~work~~ dayworkday after the end of an FMLA or extended leave of absence, we will consider you to have resigned your position effective as of the last day of the approved leave. Further, the Park District may institute legal proceedings to recover the cost of maintaining your health insurance during your leave.
- 29.06 Benefits While on Leave: While on a family medical leave, you will not get credit toward any fringe benefits such as vacation days, personal days or sick days, nor will you be eligible to receive holiday benefits. You will receive health benefits, but you will be required to pay any costs associated with the health insurance the same as if you were not on leave (~~e.g.e.g.~~ deductibles, dependent's premiums). Health insurance benefits for extended personal leaves will be considered on an individual basis.
- 29.07 Certain Highly Compensated Key Employees: may be denied reinstatement when necessary to prevent "substantial and grievous economic injury" to the District's operations. A "key" employee is a salaried Employee who is among the highest paid 10% of Employees at that location, or any location within a 75-mile radius. Employees will be notified of their status as a key employee, when applicable, after they request a Family and Medical Leave.

### 30.0 VICTIMS' ECONOMIC SAFETY AND SECURITY ACT

The Victims' Economic Safety and Security Act (VESSA) took effect on August 25, 2003. Intended as a response to the needs of victims of domestic and sexual violence in the Illinois workforce, VESSA follows the same basic framework as the federal Family and Medical Leave Act (FMLA), providing a victim of domestic, gender or sexual abuse with up to 12 weeks of unpaid leave within a 12-month period.

- 30.01 Employees Covered under VESSA: VESSA grants leave to employees who are victims of domestic, gender or sexual violence, and to those who have a family or household member who is a victim of domestic, gender or sexual abuse. For purposes of this policy, gender violence is defined as (a) one or more violent criminal acts that are committed, at least in part, on the basis of a person's actual or perceived sex or gender, regardless of whether the acts resulted in criminal charges, prosecution or conviction, (b) criminal physical intrusion or physical invasion of a sexual nature under coercive conditions regardless of whether the acts themselves resulted in criminal charges, prosecution or conviction, or (c) a threat to commit either of the above mentioned acts which causes a realistic apprehension that the threat will be carried out. Like the FMLA, employees eligible for leave under VESSA may take leave intermittently or by means of reduced work schedule until the entitlement is exhausted. However, unlike the FMLA, employees are not subject to a minimum service requirement to be eligible for VESSA leave. VESSA denies leave to persons who are "adverse to the individual," thereby excluding perpetrators or accomplices to perpetrators of domestic, gender or sexual violence.
- 30.02 When to Grant VESSA Leave: Leave by an employee under VESSA may be taken to: 1) permanently or temporarily relocate; 2) seek medical or psychological attention; 3) obtain victim services; 4) participate in safety planning or other actions to increase the safety of the victim; or 5) seek legal assistance or remedies to ensure the victim's safety, including time off for civil or criminal hearings.
- 30.03 Notice and Certification Requirements: Unless advance notice is impracticable, VESSA requires an employee to provide the Geneva Park District with at least 48 hours' advance notice of the employee's intention to take leave under VESSA. If 48 hours' notice is impracticable, an employee has a "reasonable" period of time to provide certification of the qualifying VESSA event.

Whether an absence is scheduled or unscheduled, the park district has the right to require

proper certification. But unlike FMLA, which allows the park district to request certification from a health care provider and obtain second and third opinions, an employee complies with the certification requirement by stating under oath that he or she or a family or household member is a victim under VESSA and leave is being requested for one of the statutorily prescribed purposes. The park district may require further production of medical documentation, a police or court report, documentation from the clergy or any corroborating evidence, but the statute does not say when the employee must obtain and provide such corroboration.

30.04 Employee Rights and Protections under VESSA: Although providing for up to 12 weeks of leave, VESSA does not “create a right for an employee to take unpaid leave that exceeds the unpaid leave time allowed under, or is in addition to the unpaid leave time permitted by, the FMLA.” Illinois legislature limits a leave covered by both the FMLA and VESSA to extend no more than 12 weeks. The Geneva Park District must continue medical coverage under the same terms and conditions that would have applied if the employee had continued in active employment. However, if the employee does not return from the leave, he/she is required to reimburse the Geneva Park District for its cost of providing medical coverage during the leave. VESSA requires the park district to restore an employee to the same or equivalent position held by the employee before leave was taken and to continue health insurance coverage during the leave. Although benefits need not continue to accrue during the leave, taking leave under VESSA cannot result in the loss of employment benefits earned before leave commenced. VESSA prohibits discrimination and retaliation against employees who exercise their rights or oppose unlawful actions under VESSA. Additionally, the Park District may not discipline or discharge an employee because the workplace may be “disrupted or threatened” by a perpetrator committing or threatening to commit an act of domestic, gender or sexual violence against an employee.

30.05 Workplace Adjustments: VESSA requires the Park District not only to provide time off, but also to reasonably accommodate the “known limitations” of a victim of domestic, gender or sexual abuse or of a family or household member of a victim. Reasonable accommodations include: adjustments to a job structure, workplace facility, or work requirement, including transfer, reassignment, or modified schedule, leave, a changed telephone number or seating assignment, installation of a lock, or implementation of a security procedure, in response to actual or threatened domestic, gender or sexual violence.” The Park District’s obligation to provide responsible accommodations is counterbalanced by an “undue” hardship standard.

30.06 Enforcement: The Illinois Department of Labor (IDOL) is in charge of administering and enforcing VESSA. Every employer is required to post and maintain, in a conspicuous place, documentation provided by IDOL summarizing the requirements of VESSA and an employee's rights under it. No private right of action exists under VESSA, but an employee may file a complaint alleging a violation with IDOL. At its discretion, IDOL will perform its own investigation and hold a public hearing, upon request. Violations of VESSA may be reported up to three years from the date of the alleged violation occurred.

An employer who violates VESSA may be liable to an employee for back pay and benefits, compensatory damages, attorney's fees, and equitable relief such as hiring, reinstatement, promotion and reasonable accommodations. An employer's failure to pay damages within 30 days of a judgment in favor of IDOL will result in a one-percent-per-day penalty thereafter, with no cap as to how high the penalty may reach.

### **31.0 CHILD BEREAVEMENT LEAVE**

In accordance with the Illinois Child Bereavement Leave Act, an employee who is an eligible employee under the Family and Medical Leave Act of 1993, (that is, an employee who has been employed by the Park District for at least 12 months and who has worked at least 1250 hours in the 12 month period preceding a leave taken in accordance with this Section) shall be entitled to a maximum of 10 working days of unpaid bereavement leave to attend the funeral (or alternative to a funeral) of the employee's child (defined as the employee's son or daughter who is the biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis), make arrangements necessitated by the death of the child, or grieve the death of the child. Such leave must be completed within 60 days after the date on which the employee receives notice of the death of the child.

In the event of the death of more than one child in a 12-month period, an eligible employee is entitled to up to 6 weeks of child bereavement leave during that 12-month period.

An eligible employee must give the Park District at least 48 hours advance notice of the employee's intention to take child bereavement leave, unless providing such notice is not reasonable or practicable. The Park District may require reasonable documentation to support the leave, which may include a death certificate, a published obituary notice, or written verification of death, burial or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or government agency.

Time granted pursuant to this policy, when combined with FMLA time taken by an employee within the preceding 12 month period, cannot exceed a total of 12 weeks in that year, pursuant to the calculation method in the Park District's FMLA policy.

## **32.0 EVALUATIONS**

Evaluations are a tool that can be utilized on a periodic basis to assess the various categories of strengths and weaknesses of each employee. Written evaluation forms are provided for every type of position in the Park District and are to be filled out by the supervisor and given to the employee to review and prepare comments that he/she feels are appropriate. After the employee has had time to review the written evaluation, the supervisor and the employee shall sit down and discuss the evaluation in detail.

Appropriate space is provided at the end of the form for the employee to make written comments. All evaluations must be signed and filed in the employee's personal history file. All new employees shall be evaluated after the completion of their six (6) month introductory period. From then on, it is required that evaluations be completed at least once per year for all full-time employees. Evaluations may be performed on a more frequent basis if the supervisor in charge deems it appropriate. Part-time or seasonal employees may be evaluated at any time, due to the short term of employment.

### **33 .0 COMPLIANCE WITH SUPERVISORY DIRECTIVE**

You are required to comply with the directives of your immediate supervisors and administrative staff in the performance of your duties. Failure to comply with directives could be considered insubordination subject to discipline up to and including termination.



#### **34.0 OPPORTUNITY FOR ADVANCEMENT**

The Park District attempts to hire and retain the best available, suitable and qualified individuals for all staff positions determined at its sole discretion. The Park District may need to reorganize departments or reassign responsibilities within a department or position from time to time in order to best serve the public and better utilize its limited resources.

The Park District will attempt to communicate full-time position vacancies to all full-time staff. Part-time and short-term openings are usually not communicated, but a list of these positions, if available, may be obtained from the Park District's website or Superintendent of Finance and Personnel. The Park District may also recruit applicants for position vacancies from outside of the organization.

Employees interested in a particular opening should apply, in writing, to the position's supervisor or notify their immediate supervisor. All transfers and advancement will be made on the basis of past performance, ability, attitude, aptitude and other relevant job-related criteria as determined by the Park District in its sole discretion. Whenever, in the sole discretion of the Park District, there are two equally qualified candidates, preference may be given to the Park District employee. Please note that employees requesting a transfer or promotion are subject to the same selection process and employment test requirements as outside applicants.

## **35.0 TEMPORARY AND PERMANENT SEPARATION FROM EMPLOYMENT**

35.01 Disciplinary Actions: All employees are expected to meet the Geneva Park District's standards of work performance, engage in acceptable conduct and to satisfactorily perform your duties under the policies, guidelines and rules contained in this Manual. In addition, you are expected to follow any other Park District policies, rules and guidelines, performance standards, the directions of your Supervisors, and to act in accordance with federal, state and local laws. Work performance encompasses many factors, including attendance, punctuality, personal conduct, job proficiency and general compliance with the Park District's policies and procedures.

If an employee does not meet these standards, the Park District may, under appropriate circumstances, take corrective action, other than immediate dismissal. The intent of corrective action is to formally document problems while providing the employee with a reasonable time within which to improve performance. The process is designed to encourage development by providing employees with guidance that need improvement such as work performance, attendance problems, attitude, personal conduct, general compliance with the Park District's policies and procedures and/or other disciplinary problems.

Although not required or guaranteed, some form of progressive discipline may be used if deemed appropriate by the Park District. You may be dismissed, however, after a progressive disciplinary action has not changed any substandard performance or misconduct on your part. Notwithstanding the Park District's option to use progressive discipline, the Park District is not required to do so and may, in its sole discretion, forego lesser forms of discipline at any time and proceed immediately with your dismissal.

While we hope and expect the need for disciplinary action will be rare, when your job performance, attitude, or conduct falls short of our established standards, we will not hesitate to take appropriate action. Such actions will range from oral warnings to termination. This means that, as a general rule, you will be given an increasingly severe penalty each time an offense is committed. Some types of misconduct, however, are so intolerable that termination may be imposed for the first offense.

35.01.01 Oral Warning: Your supervisor(s) may issue oral warnings. Oral warnings are issued for the purpose of expressing disapproval of conduct or poor work performance and/or attendance, to clarify applicable procedures or guidelines, and to warn you that repetition of the conduct or failure to improve work performance and/or attendance may result in more severe discipline including discharge. The supervisor imposing the oral warning will discuss the warning with you and suggest how to correct the offending conduct. Documentation of an oral warning may be placed in your personnel file.

35.01.02 Written Warning: Your supervisor(s) may issue written warnings. Written warnings consist of a conference between you and the supervisor imposing the warning, and a written memorandum expressing disapproval of conduct or poor work performance and/or attendance and warning you that repetition of the conduct or failure to improve may result in more severe discipline including discharge. Written warnings will be used for poor work performance, poor attendance, or repeated misconduct of a minor nature or for more serious misconduct which in the Park District's opinion does not warrant suspension or discharge.

You are required to sign the written warning indicating receipt of the warning and your understanding of the reason for the warning. You will also be given an opportunity to provide written comments on the form. If you refuse to sign, another Supervisor will be asked to witness your refusal. A copy of the written warning will be placed in your personnel file.

35.01.03 Suspension: A suspension is defined as temporarily relieving an employee from duties. Depending on the circumstances, a suspension may be with or without pay, in the sole discretion of the Director. The supervisor(s) imposing the suspension will meet with you and give you written memorandum outlining the details of your suspension, including without limitation, the reasons for and duration of your suspension. During this meeting, you will be given an opportunity to respond to the reason(s) for your suspension. The duration of your suspension shall be determined by the sole discretion of the Director. Unpaid suspensions of non-exempt employees will be based on daily increments. To the extent permitted by law, unpaid suspensions of exempt employees will be based on weekly increments. You are required to sign the written notice of your suspension indicating receipt and understanding of the reason(s) provided in the suspension memorandum. You will also be given an opportunity to provide written comments on the notice. If you refuse to sign, another Supervisor will be asked to witness your refusal. A copy of the notice will be placed in your personnel file.

35.01.04 Dismissal: A dismissal is a termination of employment initiated by the Park District. You may be dismissed for any lawful reason at any time. All Park District employees serve at the will of the Park District.

If you are dismissed you will receive written notice of the reasons for your dismissal including effective date and time of dismissal. Your supervisor or designee will meet with you, explain the reasons for your dismissal, and offer you the opportunity to respond. You are required to sign the written notice of your dismissal indicating your receipt of the notice and understanding of the reason for the dismissal. If you refuse to sign, another supervisor may be asked to witness your refusal. A copy of the notice will be placed in your personnel file. You may further respond to those charges, if any, through the formal review procedure outlined in Section 36.0.

35.01.05 Examples of Reasons for Disciplinary Action: You may be warned, suspended, and/or dismissed whenever it is determined, in the Park District's sole discretion, to be in its best interests. Nevertheless, listed below are some examples of reasons for disciplinary action. This list, however, does not constitute an exhaustive list of all of the acts that may subject you to disciplinary action including discharge and does not change the employment-at-will relationship between the employee and the Park District. Instead, the following list sets forth some of the more typical cases that arise in the course of an employment relationship. They include but are not limited to:

1. Failure to adhere to Park District policies and/or procedures including without limitation safety policies, ordinances and procedures.
2. Absence from duty without permission, habitual tardiness, excessive absenteeism, or misrepresentation of material facts relating to the use of leave including but not limited to sick leave abuse.
3. Extending breaks or lunches and/or not taking breaks or lunches at scheduled times.
4. Failure to obey any lawful official rule, regulation or order, or failure to obey any proper direction made or given by your supervisor(s).
5. Inability or unwillingness to take orders from supervisor(s).
6. Uncooperative, threatening, harassing, bullying attitude or conduct toward your supervisor(s), the Board, co-workers or members of the public or threatening or striking any person who is in or on Park District property or participating in Park District activities.
7. Being wasteful of, improper operation of, or the willful destruction of Park District supplies, materials, vehicles, equipment, tools, working time or other Park District property.

8. Failure to wear uniform or safety equipment (e.g., safety shoes, glasses, goggles and/or face shield) as required by this Manual and/or department manuals, rules and/or procedures or the failure to wear appropriate clothing for duties as required by this Manual or department manual, rules and/or procedures.
9. Endangering one's safety and/or the safety of others because of failure to act properly and safely in the performance of job duties.
10. Failure to follow any federal, state, local or Park District laws, rules or regulations while on duty or while in or on Park District property or engaging in criminal activity while on duty or while in or on Park District property.
11. Failing to report an accident or known hazardous conditions to your immediate supervisor.
12. Gambling or fighting while on duty.
13. Being under the influence or possession of intoxicants or illegal drugs while on duty or on Park District property or failing to notify the Park District that you are taking legal drugs when such notice is required. (See 50.07)
14. Theft or misappropriation or the careless, negligent or improper use of funds or property belonging to the Park District, fellow employees or the public.
15. Possession of weapons in or on Park District property or while on duty.
16. Incompetent, inefficient or negligent performance of duties; inability or failure to perform duties properly.
17. Failure to maintain valid driver's license or other license or certification which may be required for your position or as provided in this Manual.
18. Smoking in restricted areas.
19. Harassment of other employees or members of the public.
20. Dishonesty; lying to Park District personnel or falsifying or providing misleading information on forms, records or reports provided to or on behalf of the Park District including without limitation accident reports, employment applications/resumes, financial reports, reimbursement reports and departmental reports.
21. ~~Time card~~Timecard or sign-in book violations.
22. Unauthorized possession, use or copying of records that are the property of the Park District.
23. Sleeping on duty.
24. Violation of employee policies, rules or guidelines or engaging in any conduct determined by the Park District in its sole discretion not to be in its best interests.

25. Any violation of policies or procedures regarding the privacy of individually identifiable health information (or protected health information), as mandated by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and as defined by the U.S. Department of Health and Human Services.

- 35.02 Employment At-Will: Employment with the Park District is on an at-will basis. This means that both employees and the Park District have the right to terminate employment at any time with or without cause or notice.
- 35.03 Lay-Offs: The Park District may, in its sole discretion, reduce the number of employees in any given area at any time. Employees may be laid-off whenever there is a lack of work or funds or a change in functions directly or indirectly creates a surplus of employees for the workload of the Park District. Although the Park District is under no obligation to do so, every reasonable effort will be made to transfer full-time employees to another department rather than laying them off. When this is impractical, the department head will consider seniority, among other factors, where qualifications, ability, attitude, and performance factors are substantially the same in determining whom to lay off.
- 35.04 Resignations: As an at-will employee, you may resign your position with the Park District at any time, with or without notice or cause. However, the Park District requests that you give your immediate supervisor sufficient notice of your intention to resign to enable the Park District to minimize departmental hardship and to make proper provisions for the filling of your position. The Park District requests that all full-time employees should give written notice to your immediate supervisor at least fifteen working days prior to your last workday; however, twenty working ~~days~~ notice is preferred for department head employees. Vacation days or personal days may not be included in the notice period. You may leave anytime during the ten days with your immediate supervisor's consent and remain in good standing. If you fail to resign in good standing, you may not be eligible for rehire unless you demonstrate good cause for leaving early. Short-term employees will not be in good standing or eligible for rehire if they leave their employment before the end of their assignment without good cause for leaving early.
- 35.05 Retirement: Employees may retire for the purpose of collecting IMRF retirement benefits or Social Security. Please contact the Superintendent of Finance and Personnel so that the appropriate paperwork can be completed in a timely manner.
- 35.06 Return of Park District Property: Before officially separating from the Park District's employment for any reason, you must return all Park District property, including without limitation vehicles,

tools, keys, uniforms, equipment, and identification, credit and insurance cards.

- 35.07 Separation of Service: Upon separation, your unused earned vacation leave will be paid to you or your heirs at your rate of pay as of your separation date. Fifty percent (50%) of your unused sick days will be paid to you or your heirs at your rate of pay as of your separation date up to a maximum of forty-five (45) paid days provided that your employment was not involuntarily terminated for misconduct and/or violations of any Park District rule, regulation or procedure. You will be paid out for your unused sick days one month and a day after separation of employment with the next immediate pay period. Your health insurance may be continued under applicable law. The Superintendent of Finance and Personnel will provide you with the appropriate information when you separate from the Park District.
- 35.08 References: Information provided by the Park District in response to requests for employment references will generally be limited to your starting date, ending date, job title, and job description. You should complete and deliver a written release to the Park District, in the form required by the Park District, before any additional information will be provided.
- 35.09 Exit Interview: If possible, the departing employee's immediate supervisor or Department Head will conduct an exit interview when separating from the Park District. At this meeting, you are required to return all Park District property not previously returned, such as nametags, keys, security cards, and all other Park District property. Additionally, you should speak with the Superintendent of Finance regarding required completion of forms for insurance continuation, IMRF and other termination related matters.

### 35.10 EXIT INTERVIEW FORM

Please answer the following questions honestly and sincerely. Your comments will help us to make the Geneva Park District a better place to work. Please return your reply to the Superintendent of Finance & Personnel.

Name \_\_\_\_\_ Department \_\_\_\_\_

Position \_\_\_\_\_ Immediate Supervisor \_\_\_\_\_

1. Which of the following **MOST** influenced your leaving? (Check all that apply.)

|  |  |
|--|--|
| <input type="checkbox"/> Better future opportunity | <input type="checkbox"/> Didn't like community         |
| <input type="checkbox"/> Better pay                | <input type="checkbox"/> Didn't like conditions        |
| <input type="checkbox"/> Work more to my liking    | <input type="checkbox"/> Better work schedules         |
| <input type="checkbox"/> More convenient place     | <input type="checkbox"/> Return to school              |
| <input type="checkbox"/> Didn't like supervision   | <input type="checkbox"/> Other (please describe) _____ |

- |  |   |  |
|--|---|--|
| 2. Were procedures and policies fully explained?                               | Yes _____   | No _____   |
| 3. Was there favoritism in your area?  | Yes _____   | No _____   |
| 4. Were people in your area generally pleasant?                                | Yes _____   | No _____   |
| 5. Did people cooperate and work as a team?                                    | Yes _____   | No _____   |
| 6. Work expected of me? (check one)  | <input type="checkbox"/> Too Much   | <input type="checkbox"/> About Right <input type="checkbox"/> Too Little |
| 7. Morale at our District is: (check one)                                      | <input type="checkbox"/> Excellent <input type="checkbox"/> Good <input type="checkbox"/> Average <input type="checkbox"/> Poor |  |
| 8. Working conditions were: (check one)  | <input type="checkbox"/> Excellent <input type="checkbox"/> Good <input type="checkbox"/> Average <input type="checkbox"/> Poor |  |
| 9. Safety conditions were: (check one)   | <input type="checkbox"/> Excellent <input type="checkbox"/> Good <input type="checkbox"/> Average <input type="checkbox"/> Poor |  |
| 10. Were you proud to work for the Geneva Park District?                       | Yes _____   | No _____   |
| 11. Were you supervised or watched too closely?                                | Yes _____   | No _____   |
| 12. Did you receive proper training for your specific job?                     | Yes _____   | No _____   |
| 13. Did your supervisor help you to improve yourself?                          | Yes _____   | No _____   |
| 14. Was good work recognized and appreciated?                                  | Yes _____   | No _____   |
| 15. Did you feel free to make suggestions or complaints to supervisors?        | Yes _____   | No _____   |
| 16. Were you satisfied with your salary you received?                          | Yes _____   | No _____   |
| 17. Were you satisfied with our fringe benefits?                               | Yes _____   | No _____   |
| 18. Were people in the front office helpful?                                   | Yes _____   | No _____   |
| 19. Might you be interested in working for the Park District at a future time? | Yes _____   | No _____   |

\_\_\_\_\_ Same area      \_\_\_\_\_ Different area

PLEASE add helpful suggestions or criticism: \_\_\_\_\_

Date \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Signature \_\_\_\_\_



## **36.0 REVIEW OF SUSPENSION / DISMISSAL**

- 36.01 Review Of Disciplinary Action Other Than Dismissal: In the case of disciplinary action other than dismissal, you may request a review of the action by submitting your request in writing to your immediate supervisor within five (5) working days from the date the action was taken. Your immediate supervisor may meet with you and should issue a written determination within ten (10) working days of receipt of your written request for review. If you are not satisfied with this determination, you may seek review by submitting a written request with a copy of the initial determination to the supervisor at the succeeding level of authority in your department within five (5) working days after the date of the initial determination. This supervisor may meet with you and should issue a written determination within ten (10) working days of receipt of your written request for review. If you are not satisfied with the determination at this stage, you may continue this process through each succeeding supervisory level in your department up to the Director. Any decision of the Director shall be final.

The Park District's failure to strictly adhere to the time limits or the procedure in this section shall not affect the resolution of any disciplinary action. This procedure should be followed to the extent that it is, in the Park District's sole discretion, practicable under the circumstances.

- 36.02 Review of Dismissal: The decision to dismiss you shall be final unless you request a review of your dismissal by submitting a written request to the Director within five (5) working days from the date the action was taken. The Director or a designee may meet with you and investigate the circumstances surrounding your dismissal. The Director or the designee(s) should issue a written determination within ten (10) working days of receipt of your written request. The Director's decision shall be final.

Nothing in this section shall limit or restrict the Park District's right to dismiss an employee at any time, with or without cause. The Park District's failure to strictly adhere to the time limits or the procedure in this section shall not affect the resolution of any disciplinary action. This procedure will be followed to the extent that it is, in the Park District's sole discretion, practicable. The Park District reserves the right to proceed directly to the Director's or the designee's review of an employee's dismissal.

- 36.03 Employee's Response: You may respond to any disciplinary action taken against you by preparing a written response stating your position or objection to the disciplinary action and placing it in your personnel file. It is your responsibility to make certain that your written response is placed in

your personnel file.

Nothing in this section shall limit or restrict the Park District's right to dismiss you at any time, with or without cause or notice. As an at-will employee of the Park District, you may terminate your employment at any time, with or without cause or notice and the Park District retains a similar right.

### 37.0 GRIEVANCE PROCESS AND PROCEDURE

Any employee who has a grievance arising from his employment with the Park District is encouraged to attempt to resolve problems with the person(s) involved. If that is unsuccessful or if, for any reason, you feel uncomfortable discussing the problem with the person(s) involved, you may use the following procedure:

Step 1: You may present a grievance to your immediate supervisor. Your immediate supervisor will meet with you and give you a response within three (3) working days of discussing the grievance with you. In most cases, the problem can and should be resolved with a frank and open discussion between you and your immediate supervisor. However, if a satisfactory resolution is not reached at this level, you may proceed to step 2.

Step 2: You may present a written grievance to the supervisor at the succeeding level of authority in your Department. The supervisor will investigate the matter, discuss the matter with you and your immediate supervisor and should give you a written response within three (3) working days of discussing the grievance with you. If you are not satisfied with the resolution at this stage, you may continue this process through each succeeding level of authority in your department up to the Director. In the event it is necessary for you to process your grievance up to the Director, the Director should issue a written decision within ten (10) working days of discussing the grievance with you unless investigation requires a longer period of time. Any decision of the Director is final and not subject to further review.

If you feel uncomfortable discussing your grievance with your immediate supervisor, you may immediately proceed to step 2. In all cases, the Director's decision shall be final. The Park District's failure to strictly adhere to the time frames suggested above will not affect the resolution of the grievance. This grievance procedure does not apply to performance evaluations, suspensions, dismissals or other disciplinary actions, which may be reviewed in accordance with Section 35.0. The Park District will not discriminate or retaliate against an employee if the employee, in good faith, processes a grievance through this procedure or, in good faith, testifies, assists or participates in a grievance procedure investigation. A copy of all correspondence relating to the grievance will be placed in the employee's personnel file.

### 38.0 ACCIDENTS AND INJURIES

If an employee is involved in a work-related accident or injury, no matter how minor, it must be immediately reported to his/her supervisor. In case of emergency, the employee may go to the nearest available hospital or the Dreyer Medical Clinic at 2500 W Fabyan Pkwy, Batavia, IL 60510 (map below) for treatment, whichever is more applicable. The employee shall notify his/her supervisor of the action taken as soon as possible.

If a participant is involved in an accident or injury, no matter how minor, it must be immediately reported to a supervisor. Depending on the seriousness of the accident, it may be necessary to call 911 for medical assistance. Staff shall notify a supervisor of the action taken as soon as possible.

All accidents and injuries should be documented on an Accident Report Form. The form should be submitted to the supervisor of the program/facility and then forwarded to the Safety Coordinator. The Safety Coordinator may then send the report to PDRMA depending on the severity of the accident. Accident report forms are available at all facilities.

MAP to Dreyer Medical Clinic



### **39.0 NEPOTISM / ROMANTIC RELATIONSHIPS**

Immediate family members of current Geneva Park District Board members and the Director may not be employed for any full-time, part-time or seasonal position within the Park District. Immediate family members of all other full-time and part-time employees may be employed for any full-time, part-time or seasonal position, as long as the family member is not directly supervised by the full-time or part-time employee as determined by the Park District, or if there is an actual conflict of interest. Each application for employment must be approved by the Director, and he/she has the right to waive the policy under special circumstances. For the purpose of this section, immediate family members shall be defined as the employee's spouse, mother, father, in-laws, children, brother, sister, grandparents, grandchildren and any other members of the employee's household. This policy also applies to romantic relationships.

Grandfather Clause: An employee who is hired before their family member is elected or appointed to the Board or hired as the Director is exempt from this policy.

Employees who become immediate family members or establish a romantic relationship may continue employment as long as it does not involve any of the above. If one of the conditions outlined should occur, attempts will be made to find a suitable position within the Park District to which one of the employees will transfer. If employees become immediate family members or establish a romantic relationship, the Park District will make reasonable efforts to assign job duties so as to minimize problems of supervision, safety, security or morale. If accommodations of this nature are not feasible, the employees will ordinarily be permitted to determine which of them will resign. If the employees cannot make a decision, the Park District will decide in its sole discretion who will remain employed.

#### **40.0 EMPLOYMENT IN MORE THAN ONE DEPARTMENT**

Full-time and part-time employees are usually hired for a specific position in a department. Provided that your primary job with the Park District is not compromised in any manner and you receive written, advance permission from your department head, you may work an additional part-time or short-term job with the Park District. Permission may be subsequently revoked, however, if the Park District determines in its sole discretion that such additional job adversely interferes with your primary job.

#### **41.0 OUTSIDE WORK**

If you are a full-time employee, and you secure employment outside of your job with the Park District, you must inform your department head. Generally, outside employment must not exceed 20 hours per week. If it appears, in the sole discretion of your department head and the Director, that the outside employment presents a possible conflict of interest or interferes with you fulfilling your responsibilities at the Park District, your department head can require you to quit your outside employment. To avoid potential conflicts of interest, you may not accept work from or work for persons or companies with whom the Park District conducts any form of business. In any event, you may not work for another employer during the times that you are scheduled or requested to work for the Park District, and doing so may result in disciplinary action up to and including dismissal.

Failure to terminate outside employment when so directed by your department head may be cause for disciplinary action, up to and including dismissal.

## **42.0 POLITICAL ACTIVITY**

You are not permitted to take an active role in the election of park commissioners. This includes circulating petitions, making public presentations on behalf of candidates, or other forms of endorsement or campaigning during work time.

You may not campaign for or promote politicians or political causes in any way during working time. Working time means that portion of any workday that you are supposed to be performing actual job duties; it does not include such times as lunch periods, break time or other duty-free periods. You may not participate in political activity when dressed in a uniform or clothing identifying you as a Park District employee. You may not present your political views or candidate preferences as those of the Park District.



#### 43.0 GIFTS, GRATUITIES AND REWARDS

You must never solicit, nor should you expect people who use our facilities to give you gifts, ~~i.e.~~, Christmas gifts, gratuities or rewards for performing your job, except as otherwise provided in this section. If someone offers or gives you a gift because of your position as our employee, you must report it to the Director. This policy does not apply to nominal non-cash matters such as a cup of coffee, a soft drink, a sandwich, etc. If you are in doubt, contact your Department Head.

You should be aware that Illinois law prohibits any public employee from soliciting or knowingly accepting for the performance of any act a fee or reward that he/she knows is not authorized by law (please see Section 52, Ethics Ordinance). If you are in doubt about any provisions of this section, contact your department head; department heads may contact the Director and the Director may contact the Board. This policy applies to all employees. Retention of any gift will be conditional upon the approval of the Director after consultation with the appropriate department head. Failure to properly report a gift, gratuity or other reward may subject you to disciplinary action up to and including dismissal.

44.0

**ETHICS ORDINANCE**  
Ordinance # 2004-11

**PREAMBLE**

WHEREAS, the Illinois General Assembly has enacted the State Officials and Employees Ethics Act (Public Act 93-615, effective November 19, 2003, as amended by Public Act 93-617, effective December 9, 2003), which is a comprehensive revision of State statutes regulating ethical conduct, political activities and the solicitation and acceptance of gifts by State officials and employees; and

WHEREAS, the Act requires all units of local government and school districts, within six months after the effective date of Public Act 93-615, to adopt ordinances or resolutions regulating the political activities of, and the solicitation and acceptance of gifts by, the officers and employees of such units "in a manner no less restrictive" than the provisions of the Act; and

WHEREAS, it is the clear intention of the Act to require units of local government and school districts to implement regulations that are at least as restrictive as those contained in the Act, and to impose penalties for violations of those regulations that are equivalent to those imposed by the Act, notwithstanding that such penalties may exceed the general authority granted to units of local government to penalize ordinance violations; and

WHEREAS, it is the clear intention of the Act to provide units of local government with all authority necessary to implement its requirements on the local level regardless of any general limitations on the power to define and punish ordinance violations that might otherwise be applicable; and

WHEREAS, because the Act provides for the imposition of significant penalties for violations of said local regulations, it is necessary to adopt the required regulations by Ordinance rather than by Resolution;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE GENEVA PARK DISTRICT, AS FOLLOWS:

SECTION I: The Code of Ordinances of Geneva Park District is hereby amended by the addition of the following provisions:

## **ARTICLE 1 DEFINITIONS**

Section 1-1. For purposes of this ordinance, the following terms shall be given these definitions:

"Campaign for elective office" means any activity in furtherance of an effort to influence the selection, nomination, election, or appointment of any individual to any federal, State, or local public office or office in a political organization, or the selection, nomination, or election of Presidential or Vice-Presidential electors, but does not include activities (i) relating to the support or opposition of any executive, legislative, or administrative action, (ii) relating to collective bargaining, or (iii) that are otherwise in furtherance of the person's official duties.

"Candidate" means a person who has filed nominating papers or petitions for nomination or election to an elected office, or who has been appointed to fill a vacancy in nomination, and who remains eligible for placement on the ballot at a regular election, as defined in section 1-3 of the Election Code (10 ILCS 5/1-3).

"Collective bargaining" has the same meaning as that term is defined in Section 3 of the Illinois Public Labor Relations Act (5 ILCS 315/3).

"Compensated time" means, with respect to an employee, any time worked by or credited to the employee that counts toward any minimum work time requirement imposed as a condition of his or her employment, but for purposes of this Ordinance, does not include any designated holidays, vacation periods, personal time, compensatory time off or any period when the employee is on a leave of absence. With respect to officers or employees whose hours are not fixed, "compensated time" includes any period of time when the officer is on premises under the control of the employer and any other time when the officer or employee is executing his or her official duties, regardless of location.

"Compensatory time off" means authorized time off earned by or awarded to an employee to compensate in whole or in part for time worked in excess of the minimum work time required of that employee as a condition of his or her employment.

"Contribution" has the same meaning as that term is defined in section 9-1.4 of the Election Code (10 ILCS 5/9-1.4).

"Employee" means a person employed by the Geneva Park District whether on a fulltime or part-time basis or pursuant to a contract, whose duties are subject to the direction and control of an employer with regard to the material details of how the work is to be performed, but does not include an independent contractor.

"Employer" means the Geneva Park District.

"Gift" means any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to government employment or the official position of an officer or employee.

"Leave of absence" means any period during which an employee does not receive (i) compensation for employment, (ii) service credit towards pension benefits, and (iii) health insurance benefits paid for by the employer.

"Officer" means a person who holds, by election or appointment, an office created by statute or ordinance, regardless of whether the officer is compensated for service in his or her official capacity.

"Political activity" means any activity in support of or in connection with any campaign for elective office or any political organization, but does not include activities (i) relating to the support or opposition of any executive, legislative, or administrative action, (ii) relating to collective bargaining, or (iii) that are otherwise in furtherance of the person's official duties.

"Political organization" means a party, committee, association, fund, or other organization (whether or not incorporated) that is required to file a statement of organization with the State Board of Elections or a county clerk under Section 9-3 of the Election Code (IO 1LCS 5/9-3), but only with regard to those activities that require filing with the State Board of Elections or a county clerk.

"Prohibited political activity" means:

(1) Preparing for, organizing, or participating in any political meeting, political rally, political demonstration, or other political event.

(2) Soliciting contributions, including but not limited to the purchase of, selling, distributing, or receiving payment for tickets for any political fundraiser, political meeting, or other political event.

(3) Soliciting, planning the solicitation of, or preparing any document or report regarding anything of value intended as a campaign contribution.

(4) Planning, conducting, or participating in a public opinion poll in connection with a campaign for elective office or on behalf of a political organization for political purposes or for or against any referendum question.

(5) Surveying or gathering information from potential or actual voters in an election to determine probable vote outcome in connection with a campaign for elective office or on behalf of a political organization for political purposes or for or against any referendum question.

(6) Assisting at the polls on election day on behalf of any political organization or candidate for elective office or for or against any referendum question.

(7) Soliciting votes on behalf of a candidate for elective office or a political organization or for or against any referendum question or helping in an effort to get voters to the polls.

(8) Initiating for circulation, preparing, circulating, reviewing, or filing any petition on behalf of a candidate for elective office or for or against any referendum question.

(9) Making contributions on behalf of any candidate for elective office in that capacity or in connection with a campaign for elective office.

(10) Preparing or reviewing responses to candidate questionnaires.

(11) Distributing, preparing for distribution, or mailing campaign literature, campaign signs, or other campaign material on behalf of any candidate for elective office or for or against any referendum question.

(12) Campaigning for any elective office or for or against any referendum question.

(13) Managing or working on a campaign for elective office or for or against any referendum question.

(14) Serving as a delegate, alternate, or proxy to a political party convention.

(15) Participating in any recount or challenge to the outcome of any election.

"Prohibited source" means any person or entity who:

(1) is seeking official action (i) by an officer or (ii) by an employee, or by the officer or another employee directing that employee;

(2) does business or seeks to do business (i) with the officer or (ii) with an employee, or with the officer or another employee directing that employee;

(3) conducts activities regulated (i) by the officer or (ii) by an employee, or by the officer or another employee directing that employee; or

(4) has interests that may be substantially affected by the performance or non-performance of the official duties of the officer or employee.

**ARTICLE 5**  
**PROHIBITED POLITICAL ACTIVITIES**

Section 5-1. Prohibited political activities.

(a) No officer or employee shall intentionally perform any prohibited political activity during any compensated time, as defined herein. No officer or employee shall intentionally use any property or resources of the Geneva Park District in connection with any prohibited political activity.

(b) At no time shall any officer or employee intentionally require any other officer or employee to perform any prohibited political activity (i) as part of that officer or employee's duties, (ii) as a condition of employment, or (iii) during any compensated time off (such as holidays, vacation or personal time off).

(c) No officer or employee shall be required at any time to participate in any prohibited political activity in consideration for that officer or employee being awarded additional compensation or any benefit, whether in the form of a salary adjustment, bonus, compensatory time off, continued employment or otherwise, nor shall any officer or employee be awarded additional compensation or any benefit in consideration for his or her participation in any prohibited political activity.

(d) Nothing in this Section prohibits activities that are permissible for an officer or employee to engage in as part of his or her official duties, or activities that are undertaken by an officer or employee on a voluntary basis which are not prohibited by this Ordinance.

(e) No person either (i) in a position that is subject to recognized merit principles of public employment or (ii) in a position the salary for which is paid in whole or in part by federal funds and that is subject to the Federal Standards for a Merit System of Personnel Administration applicable to grant-in-aid programs, shall be denied or deprived of employment or tenure solely because he or she is a member or an officer of a political committee, of a political party, or of a political organization or club.

**ARTICLE 10**  
**GIFT BAN**

Section 10-1. Gift ban. Except as permitted by this Article, no officer or employee, and no spouse of or immediate family member living with any officer or employee (collectively referred to herein as "recipients"), shall intentionally solicit or accept any gift from any prohibited source, as defined herein, or which is otherwise prohibited by law or ordinance. No prohibited source shall intentionally offer or make a gift that violates this Section.

Section 10-2. Exceptions. Section 10-1 is not applicable to the following:

(1) Opportunities, benefits, and services that are available on the same conditions as for the general public.

(2) Anything for which the officer or employee, or his or her spouse or immediate family member, pays the fair market value.

(3) Any (i) contribution that is lawfully made under the Election Code or (ii) activities associated with a fundraising event in support of a political organization or candidate.

(4) Educational materials and missions.

(5) Travel expenses for a meeting to discuss business.

(6) A gift from a relative, meaning those people related to the individual as father, mother, son, daughter, brother, sister, uncle, aunt, great aunt, great uncle, first cousin, nephew, niece, husband, wife, grandfather, grandmother, grandson, granddaughter, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, and including the father, mother, grandfather, or grandmother of the individual's spouse and the individual's fiancé or fiancée.

(7) Anything provided by an individual on the basis of a personal friendship unless the recipient has reason to believe that, under the circumstances, the gift was provided because of the official position or employment of the recipient or his or her spouse or immediate family member and not because of the personal friendship. In determining whether a gift is provided on the basis of personal friendship, the recipient shall consider the circumstances under which the gift was offered, such as: (i) the history of the relationship between the individual giving the gift and the recipient of the gift, including any previous exchange of gifts between those individuals; (ii) whether to the actual knowledge of the recipient the individual who gave the gift personally paid for the gift or sought a tax deduction or business reimbursement for the gift; and (iii) whether to the actual knowledge of the recipient the individual who gave the gift also at the same time gave the same or similar gifts to other officers or employees, or their spouses or immediate family members.

(8) Food or refreshments not exceeding \$75 per person in value on a single calendar day; provided that the food or refreshments are (i) consumed on the premises from which they were purchased or prepared or (ii) catered. For the purposes of this Section, "catered" means food or refreshments that are purchased ready to consume which are delivered by any means.

(9) Food, refreshments, lodging, transportation, and other benefits resulting from outside business or employment activities (or outside activities that are not connected to the official duties of an officer or employee), if the benefits have not been offered or enhanced because of the official position or employment of the officer or employee, and are customarily provide to others in similar circumstances.

(10) Intra-governmental and inter-governmental gifts. For the purpose of this Act, "intra-governmental gift" means any gift given to an officer or employee from another officer or employee, and "inter-governmental gift" means any gift given to an officer or employee by an officer or employee of another governmental entity.

(11) Bequests, inheritances, and other transfers at death.

(12) Any item or items from any one prohibited source during any calendar year having a cumulative total value of less than \$100.

Each of the exceptions listed in this Section is mutually exclusive and independent of every other.

Section 10-3. Disposition of gifts. An officer or employee, his or her spouse or an immediate family member living with the officer or employee, does not violate this Ordinance if the recipient promptly takes reasonable action to return a gift from a prohibited source to its source or gives the gift or an amount equal to its value to an appropriate charity that is exempt from income taxation under Section 501 (c)(3) of the Internal Revenue Code of 1986, as now or hereafter amended, renumbered, or succeeded.

#### **ARTICLE 15 ETHICS ADVISOR**

Section 15-1. The Director, with the advice and consent of the Board of Commissioners shall designate an Ethics Advisor for the Geneva Park District. The duties of the Ethics Advisor may be delegated to an officer or employee of the Geneva Park District unless the position has been created as an office by the Geneva Park District.

Section 15-2. The Ethics Advisor shall provide guidance to the officers and employees of the Geneva Park District concerning the interpretation of and compliance with the provisions of this Ordinance and State ethics laws. The Ethics Advisor shall perform such other duties as may be delegated by the Board of Commissioners.

#### **ARTICLE 20 ETHICS COMMISSION**

INTENTIONALLY OMITTED



## **ARTICLE 25**

### **PENALTIES**

Section 25-1. Penalties. (a) A person who intentionally violates any provision of Article 5 of this Ordinance may be punished by a term of incarceration in a penal institution other than a penitentiary for a period of not more than 364 days, and may be fined in an amount not to exceed \$2,500.

(b) A person who intentionally violates any provision of Article 10 of this Ordinance is subject to a fine in an amount of not less than \$1,001 and not more than \$5,000.

(c) Any person who intentionally makes a false report alleging a violation of any provision of this Ordinance to the local enforcement authorities, the State's Attorney or any other law enforcement official may be punished by a term of incarceration in a penal institution other than a penitentiary for a period of not more than 364 days, and may be fined in an amount not to exceed \$2,500.

(d) A violation of Article 5 of this Ordinance shall be prosecuted as a criminal offense by an attorney for the Geneva Park District by filing in the circuit court information, or sworn complaint, charging such offense. The prosecution shall be under and conform to the rules of criminal procedure. Conviction shall require the establishment of the guilt of the defendant beyond a reasonable doubt.

A violation of Article 10 of this Ordinance maybe prosecuted as a quasi-criminal offense by an attorney for the Geneva Park District, or, if an Ethics Commission has been created, by the Commission through the designated administrative procedure.

(e) In addition to any other penalty that may be applicable, whether criminal or civil, an officer or employee who intentionally violates any provision of Article 5 or Article 10 of this Ordinance is subject to discipline or discharge.

SECTION 2: This Ordinance shall be in effect upon its passage, approval and publication as provided by law.

PRESENTED to the Board of Commissioners of the Geneva Park District this 17<sup>th</sup> day of May, 2004.

PASSED by the Board of Commissioners of the Geneva Park District this 17<sup>th</sup> day of May, 2004.

APPROVED by the President of the Geneva Park District this 17<sup>th</sup> day of May, 2004.

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President

ATTEST:

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Secretary

Votes:

Aye:

Nay:



**GENEVA PARK DISTRICT  
ETHICS ORDINANCE ACKNOWLEDGEMENT**

It is the Geneva Park District policy to abide by all State laws including the States Officials and Employees Ethics Act, Public Act 93-615, as amended by Public Act 93-617, effective December 9, 2003. This Public Act is a comprehensive revision of State statutes regulating ethical conduct, political activities and the solicitation and acceptance of gifts by State officials and employees. As an employee, you are expected to read this document thoroughly and return this completed acknowledgement form to the Superintendent of Finance and Personnel. This form will then be placed in your personnel file.

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Signature of Employee

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Name of Employee

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Date

## 45.0 WORK ATTIRE

All Geneva Park District employees are representatives of the park district and have a responsibility to promote professionalism in office areas and in parks and facilities. Reasonable dress standards and good grooming enhance the park district's image. Each employee is expected to dress appropriately according to the requirements of his/her job description in order to promote a safe working environment while maintaining a professional image. Common sense and good judgment should be used when dressing for work. Supervision and enforcement of appropriate work attire shall be the responsibility of each supervisor. An employee in violation of this policy may be instructed to go home to immediately change his/her attire. Repeated violations may be grounds for disciplinary action including termination.

45.01 Clothing Specifics for Administrative, Recreation and Office Staff: Casual business attire is expected to be worn by all Administrative, Recreation and Office staff while working in the office at the Sunset Community Center, Stephen D. Persinger Recreation Center and the Peck Farm Facility. Casual business attire can be comfortable while maintaining a level of professionalism. Items that may not be worn in the office throughout the day include any type of classic tee-shirts, sweatshirts, jeans of any color, shorts, skorts, or skirts shorter than 2 inches above the knee. Capri pants must be covering the knee. No mid-drift tops, tank tops, or low riding pants are permitted. Athletic shoes and rubber flip flops are also not permitted.

Business attire is required for employees when representing the District to outside vendors, contractors, governmental bodies, etc. Business attire is also required for employees attending public meetings, seminars, conferences, etc.

It is your responsibility to wear your nametag and/or uniform while on duty if one has been provided to you. Please remember that uniforms, nametags, keys, and other Park District property are and remain the property of the Park District and must be returned upon termination of your employment. Employees will be held liable for the cost of replacing any damaged or lost Park District property. Also please remember that uniforms, nametags, and other identifying items identify you as a Park District employee while you are on duty. They are not to be worn when you are not on duty.

45.02 Exceptions to Clothing Specifics for Administrative, Recreation and Office Staff: Exceptions to casual business attire can be in effect in the following circumstances. Staff is often expected to work long periods of time at outdoor facilities, programs or special events throughout the summer season. During the months of June thru August, if an employee is required to work outdoors during part or all of the day, staff is permitted to wear Geneva Park District logo collared shirts, black, tan or navy shorts, white socks and gym shoes. Employees must maintain a neat professional look (i.e., shirts tucked, belt, etc.) . Fridays are usually casual dress days at the office. Staff is permitted to wear jeans and more casual tops on these days, but is still required to be respectable representatives of the Geneva Park District.

45.03 Parks Department Uniforms, Clothing and Safety Gear: Full-time and seasonal Parks Department Employees are required to wear a Park District uniform. The uniform includes a Geneva Park District logo classic tee-shirt or sweatshirt, jeans or zip-off pants and work boots. The uniform is required to be worn at all times during working hours and should not be covered by other clothing unless weather warrants this situation. Specific uniforms are available and may be required by specific positions such as a building manager or attendant.

A. Shirts and Sweatshirts:

Geneva Park District logo classic tee-shirts and Geneva Park District logo sweatshirts will be provided to staff and are expected to be worn at all times while working at the Geneva Park District. The tee-shirt or sweatshirt must be worn at all times during working hours. The Superintendent of Parks is responsible for the budgeting and ordering of shirts.

B. Pants:

Employee purchased jeans or approved zip-off pants may be worn during working hours. The jeans or zip-off pants must be clean and without stains or holes. The Superintendent of Parks and Park Foremen will be responsible for insuring that proper attire is worn during working hours.

1. Seasonal Restrictions for Zip-off Pants: The lower portion of zip-off pants may only be removed from April 1 through October 1. The purpose of this modification of the uniform is to make employees more comfortable during summer weather conditions so they may continue to perform their work duties while minimizing the adverse effects of heat stress. Employees wearing only the short portion of the zip-off pants are required to take precautions to prevent sunburn to their legs. A few examples of duties when the lower portion of the pants may be removed include flower garden maintenance, tree watering and

spreading or raking of mulch.

2. Duty Restrictions for Zip-off Pants: The lower portion of the zip-off pants may only be removed with the approval of the Park Foremen depending on individual work duties for the day. Park Foremen will make this decision on a daily basis. Full pants or jeans are required to be worn at all times while engaged in the following duties: mowing, trimming, welding/cutting, using any power equipment such as a ~~wood-chipper~~woodchipper, chainsaw or hedge trimmer, tree climbing, working with harsh chemicals or electrical utilities, or working in an area with poison oak or ivy or tree and shrub areas with thorns or sharp or abrasive branches and foliage. This list is not fully inclusive, and restrictions can be added at the discretion of the Superintendent of Parks & Properties or the Park Foremen. The Board of Commissioners or Director may at any time revise this policy to a specific uniform if warranted.

C. Work Boots:

Approved steel or plastic toe work boots at 6" each height minimum, are required of all Full-Time Parks Department employees. The employee must purchase the boots and a receipt can be turned into the District for a reimbursement of up to \$100 maximum per fiscal year. The boots are to be worn during all working hours. If an employee resigns within six months of receiving boot reimbursement employee is to reimburse the District reimbursement amount up to \$50 which the employee agrees by acknowledgement of this policy and continued employment, will be deducted from employee's last payroll check.

D. Work Gloves:

Work gloves will be purchased by the District and provided to each employee. The Superintendent of Parks and Properties and Park Foremen will determine type of gloves to be purchased. All gloves are the property of the District and will remain at a Parks Department facility.

E. Eyewear:

The District will set a budget for Full-Time employees to choose two pairs of safety glasses as regulated by the Parks Department. The District will purchase one pair for part-time employee use. The District will purchase the number of eyewear listed above no more than one time per fiscal year. Employees will be responsible for the eyewear purchased for them. Eyewear will be worn at all times when using specific equipment, such as mowers, weed eaters, ~~wood-chipper~~woodchipper, and any other equipment that requires safety glasses.

F. Ear guards and Earplugs:

These safety items will be provided by the District and are to be worn while operating or standing near the wood chipping machine or other equipment deemed necessary because of noise level.

G. Raingear:

This equipment will be purchased by the District so that each full-time employee has one outfit. The District will choose the type of raingear and said raingear will remain the property of Geneva Park District and remain at a Parks Dept. facility. Replacement should be every 2 or 3 years depending on amount of use. Employees are responsible for taking care of their raingear.

H. Jackets:

If provided, Geneva Park District logo jackets should be worn during cold weather on the outside of other clothing for identity purposes. The jackets are the property of the District and will remain at a Parks Dept. facility.

I. Wearing Uniforms and Safety Gear:

The Geneva Park District knows the importance of wearing uniforms and properly using safety gear when necessary. Therefore, all items listed above are requirements. Any employee not wearing the above items will be subject to discipline as further outlined in the policy manual. An employee agrees by acknowledging receipt of this policy and continuing employment that if items are lost or misused or destroyed due to carelessness of the employee, the item will be replaced by the employee through withholding of the exact cost from the employee's next paycheck. Similarly, by acknowledging receipt of this policy and continuing employment, any employee who leaves the District within three months of receiving the items above agrees that the Park District will withhold the amount of the items from their final paycheck.

J. Jewelry:

Employees must understand that they share in the responsibility for reducing the risk associated with their own clothing or jewelry in conjunction with their job activities. Hence, he or she may be asked at the start of a job to remove any jewelry that represents a hazard in completing the job. Examples: chains, bracelets, watches, earrings, and rings should be removed before performing a task where these items could get caught on a machine. If the employee does not take it upon him/herself to remove these items, a supervisor will ask the employee to remove the items if they feel it is in his/her best interest.



K. Hair:

Hair must be neat, clean, trimmed and present a groomed appearance. For safety purposes, employees working with maintenance equipment must either keep their hair in the back no longer than one inch below the ear or must firmly secure longer hair so that it does not hang below the ears.

Mustaches and beards are permitted as long as they are neatly trimmed and groomed, and such facial hair does not pose a safety or health risk given the nature of the employee's job responsibilities.

L. Body Piercing:

Exposed body piercing jewelry is strictly limited to earrings and is limited to no more than two piercings per ear and the style of earring or jewelry may not present a safety hazard to you, your coworkers, or the public, as determined by the Park District. Nose rings, eyebrow rings, toe rings, large hoop earrings and excessive jewelry may not be worn.

M. Tattoos:

Tattoos cannot be offensive in nature (~~i.e.~~, words including profanity and/or symbols). Excessive tattoos, inappropriate tattoos and intentional body mutilation/scarring that is visible when working or when wearing work attire is prohibited. A tattoo or intentional scarring may be considered inappropriate if it is offensive in nature, ~~e.g.~~ if it consists of words including profanity and/or incendiary symbols. A tattoo is considered inappropriate if it depicts, describes, or otherwise refers to sexual conduct, acts, or organs.

A tattoo is considered offensive if it depicts, describes or refers to intolerance of, or discrimination against any race, color, preference, creed, religion, gender, national origin, or; it is commonly associated with any organization or group which advocates such intolerance or discrimination; or it brings discredit upon the agency or violates standards of decency or morality.

"Tattoo" includes any tattoo, scar, branding, mark, or other permanent or temporary body art or modification deliberately placed on the body for purposes of decoration, ornamentation, or adornment. The term tattoo shall not apply to medical procedures, i.e. - cosmetic eyeliner, lipstick, etc. Examples of prohibited intentional mutilation include: split or forked tongues; foreign objects inserted under the skin to create a design or pattern; enlarged or stretched out holes in the ears (other than normal piercing); and intentional scarring that is visible.

N. Miscellaneous:

The appropriateness of any clothing items, grooming or appearance issues will be determined by an employee's immediate supervisor. The Executive Director will make the final determination.

The District (including department directors and immediate supervisors) reserves the right to determine and modify the dress and appearance standards for employees at any time.

If you are not sure of the appropriate attire, a certain piece of apparel or accessory, please ask your supervisor. Supervisors who find the appearance of an employee inappropriate may request that the employee change or modify his/her particular appearance.

Any employee who cannot comply with this policy based upon disability, religion, national origin, or other legally recognized basis must forward a written request to the Department Superintendent for an authorized deviation from this policy. The request should include the policy exception requested and the basis for the request. Any exception to this policy must be approved on a case by case basis by the Executive Director.

#### **46.0 SMOKING**

The Smoke Free Illinois Law (410 ILCS 82) prohibits smoking in all public places and places of employment. In addition, smoking is prohibited within 15 feet of entrances/exits, windows that open and ventilation intakes. This law is also enforced by the Illinois Dept. of Public Health, the County Health Dept., and local law enforcement including the Geneva Police.

Furthermore, smoking is prohibited in or on any Park District building, facility, event, equipment, or Park District vehicle or while working directly with the public, except in designated areas.

#### **47.0 WEAPONS POLICY**

The Park District strives to maintain a safe workplace environment for its employees and visitors and therefore it is the policy of the Park District that the possession of weapons and/or concealed carry by Park District employees is prohibited at all times while on or in Park District property or while engaged in work for or business with the Park District, as provided in this section.

##### Concealed Carry Prohibited

All property controlled by the Park District is a “prohibited area” under Section 65 of the Illinois Firearms Concealed Carry Act and thus, concealed carry in or on any property controlled by the Park District is not authorized by Illinois law. Accordingly, and in all events, concealed carrying is not an exception to this policy.

##### Weapons Prohibited

Except as specifically provided herein, no Park District employee except duly authorized law enforcement personnel, may wear, carry, store, transport, or otherwise possess a weapon at any time while on or in Park District property, whether on duty or off duty, or while performing any duties for on behalf of the Park District, whether on, in or off Park District property.

Except as specifically provided herein, no Park District employee may use a privately owned vehicle for Park District business if that vehicle contains a firearm of any type or size, whether loaded or unloaded.

Park District property for the purposes of this section means every building and property, or portion of a building or property, owned or leased by or otherwise under the control of, the Park District. Park District property also includes every Park District-owned or leased vehicle.

##### Inspections

Park District representatives may inspect or search any workplace area or any Park District property at any time for the presence of a weapon.

##### Violations

Any violation of this policy by a Park District employee will subject the employee to severe discipline, up to and including termination and/or arrest.

Any Park District employee who sees or perceives a violation of this policy must report that violation to his supervisor or the Park District Supervisor. No Park District employee should take any action that will risk his safety or the safety of others.

Public Safety and Concealed Carry Act exceptions

Nothing in this policy prohibits an employee, non-employee invitee or visitor on Park District property from possessing or using a weapon as an occupational requirement of a public safety position, including the position of police officer, or work assignment, or as authorized by applicable federal or state law.

Also, nothing in this policy prohibits an employee possessing a valid license under the Firearm Concealed Carry Act, 430 ILCS 66/1, et seq., from carrying a concealed firearm and/or ammunition on or about his person within a vehicle into a Park District parking area, provided that, before the employee leaves the parked vehicle, the firearm and ammunition are stored and concealed within the locked vehicle, or locked container within the vehicle, out of plain view within the vehicle in the parking area. An employee with a concealed carry license may carry a concealed firearm in the immediate area surrounding his or her vehicle within a Park District parking area only for the limited purpose of storing a firearm within or retrieving a firearm from the vehicle's trunk, provided that the licensee ensures that the concealed firearm is unloaded prior to exiting the vehicle. For purposes of this policy, "case" includes a glove compartment or console that completely encloses the concealed firearm and/or ammunition, the trunk of the vehicle, or a firearm carrying box, shipping box, or other enclosing container.

#### **48.0 SEARCH OF LOCKERS, DESKS, AND OTHER PARK DISTRICT PROPERTY**

Employees should understand that while certain Park District property such as desks, lockers, and vehicles are available for their use, they remain the property of the Park District and are subject to inspection, with or without notice. Employees are not permitted to store any wrongfully obtained illegal or prohibited items or substances in or on Park District property or otherwise misuse Park District property.

Whenever necessary, and at the Park District's discretion, Park District property and employees' work areas (i.e., desks, file cabinets, lockers, vehicles, etc.) may be subject to a search without notice. Employees are required to cooperate.

The Park District will generally try to obtain an employee's consent before conducting a search of Park District property or work areas, but may not always be able to do so.

Any property belonging to the Park District is subject to search if it is reasonably suspected that the property holds or contains any illegal or prohibited items or substances or missing or stolen Park District or Park District patrons' funds or property.

48.01 Workplace Inspections: To safeguard the property and personal safety of our employees and the Park District, the Park District reserves the right to inspect any packages, parcels, purses, handbags, gym bags, briefcases, lunch boxes, or any other possessions or articles carried to and from Park District property by employees and all other persons leaving and entering the Park District's premises.

The Park District reserves the right to inspect an employee's office, desk, files, lockers or other area or article on Park District premises. As noted above, all lockers, offices, desks, telephones, computers, files and so forth, are the property of the Park District and are issued for the use of employees only during their employment with the Park District.

Inspections may be conducted at any time at the discretion of the Park District. The Park District is not responsible for the loss of personal property.

Employees working on Park Direct premises, or entering or leaving the premises who refuse to cooperate in an inspection, or who after the inspection are believed to be in possession of unauthorized Park District property, confidential material, stolen property, weapons, alcohol, or illicit drugs, will be subject to disciplinary action, up to and including discharge.

## 49.0 COMPUTERS

The Geneva Park District provides computer access for most full-time employees. Computer access is also available to select part-time and seasonal staff per job requirements. Each user is assigned a password to log into the computer system. Unauthorized or inappropriate use will be subject to disciplinary action, up to and including termination of employment.

The Geneva Park District computer hardware, software, program and document files, email, and all other aspect of the computer system available to employees are property of the Geneva Park District and are intended for business use only. Authorized company personnel or contracted personnel must have unrestricted access to computer information. This may include monitoring usage, retrieving business information, trouble shooting for hardware and software problems, preventing system misuse, assuring compliance with software policies, and complying with legal and regulatory requests for information. Given these business requirements, the Park District does not guarantee the privacy of documents and messages stored in Park District-owned files, desks, storage areas, or electronic media.

The Geneva Park District strives to maintain a workplace free of harassment and is sensitive to the diversity of its employees. Therefore, the District prohibits the use of the computers, internet, and email in ways that are disruptive, harassing, threatening or offensive to others, for example, the display or transmission of sexually explicit images, messages, and cartoons is not allowed. Other such misuse includes, but is not limited to, ethnic slurs, racial comments, off-color jokes, or anything that may be construed as harassment or showing disrespect for others.

49.01 Geneva Park District Email: The Geneva Park District provides email for most full time employees. Email access is also available to select part-time and seasonal staff per job requirements. This access is provided at the Park District's expense to facilitate business operations and enhance customer service. Personal, non-business-related emails must be minimal. Each email user is assigned a Geneva Park District email address. This email can be accessed through Park District computers as well as on other computers through a remote login. Unauthorized or inappropriate use of Park District email will be subject to disciplinary action, up to and including termination of employment.

The following is a list of guidelines for email communications:

1. Email messages and other forms of electronic communication are not confidential. All email communications are Park District property and are subject to the Freedom of Information Act

(FOIA) or legal review.

2. Even “deleted” communications may be stored somewhere in the system for an indefinite duration. The act of deleting an email may not totally obliterate it.
3. Assume that any email communications could be used in future legal matters.
4. Courtesy and professionalism are extremely important in all communications.
5. It is strictly forbidden to compose emails that are discriminatory, defamatory, insulting, offensive, disruptive, romantic, pornographic or sexually-oriented, breaches of confidentiality, or violations of copyright. Email intended to be humorous may not come across with the correct tone.
6. Solicitations of all kinds are prohibited, including charitable, religious, commercial and political.
7. Sign all email. It is prohibited to send anonymous messages. Email users should create a regular signature to end all emails that should include their job title and all contact information.
8. Automatic replies should be created when an employee plans to be out of the office for an extended period of time. The reply should provide a date of return as well as an alternative contact in the employee’s absence.
9. DO NOT open email from unknown addresses. Viruses are often sent through emails and could contaminate the entire Park District computer network.
10. Users should routinely delete outdated or otherwise unnecessary emails and computer files. These deletions will help keep the system running smoothly and effectively, as well as minimize maintenance costs.

49.02 Internet Access on GPD Computers: The Geneva Park District provides internet access on computers intended for all full-time employees. Internet access may also be available to part-time staff at SCC, SPRC and PFP. Restricted internet access is available at Sunset Pool and Stone Creek Miniature Golf Course for weather related searches only. This access is provided at the Park District's expense to facilitate business operations and enhance customer service. It should not be used for personal, non-business-related purposes including engaging in social media. Access to the internet should be limited by the nature of the access as well as by the length of time it is utilized. Employees should be aware that all access to the internet is subject to review by the Park District. Unauthorized or inappropriate use will be subject to disciplinary action, up to and including termination of employment.

**NOTE:** Internet Access on Smartphones: All employees should refrain from accessing the internet on GPD-issued or personal smart phones for personal, non-business-related purposes including engaging in social media while on duty.

49.03 Utilization of GPD and Personal Social Media: Social Media is powerful communication tool that has a significant impact on organizational and professional reputations. The Geneva Park District has crafted the following policy to help clarify how best to enhance and protect personal and professional reputations when participating in social media. Social media is defined as media designed to be disseminated through social interaction, created using highly accessible and scalable publishing techniques. Examples include, but are not limited to, Facebook, Twitter, LinkedIn, Google+, and MySpace. Other examples include video and photo sharing sites such as YouTube and Flickr.

49.03.01 Administration of GPD Social Media:

A. Purpose: Park District sponsored social media is used to convey information about programs, events, activities and facilities; obtain customer feedback; exchange ideas or trade insights about industry trends; reach out to potential new markets; provide sales and marketing support to raise awareness of Park District's brand; issue or respond to breaking news or respond to negative publicity; brainstorm with employees and customers; and discuss activities and events.

B. Protect the Park District Voice: Posts on Park District social media sites should protect the Park District's institutional voice by remaining professional in tone and in good taste. All content including names, profile images, and written posts should be appropriate. If the Park District



chooses to develop departmental social media pages, these pages should be clearly linked to the particular department or program rather than to the Park District as a whole.

C. Posted Photography/Videos: The Park District's Social Media will include photographs which are posted to increase interests in the District's programs, events, and facilities. The photographs used comply with the District's photograph/video policy stated below.

D. Photo/Video Policy: Photos and videos are periodically taken of people participating in Park District program and activities. All persons registering for Park District programs/activities, or using Park District property thereby agree that any photograph or videotape taken by the Park District may be used by the Park District for promotional purposes including its electronic media, videotapes, brochures, flyers and other publications without additional, prior notice or permission and without compensation to the participant.

E. Approved Administrators: The Marketing Department will monitor content on each of the District's social media sites to ensure adherence to appropriate use, message, and branding consistent with the quality standards of Geneva Park District.

- The Marketing Department retains the authority to remove information and redirect off-topic inquiries to the appropriate staff. Wherever possible, links to more information should direct users back to the District's official website for more information, forms, documents, or online services necessary to conduct business with the District. All content should be informative, pertinent, timely and engaging.
- Only employees designated and authorized by the Park District can prepare content or delete, edit, or otherwise modify content on Park District-sponsored social media.
- Authorized employees updating Park District social media are responsible for complying with applicable federal, state, and county laws, regulations, and policies. This includes adherence to established laws and policies regarding copyright, records retention, Freedom of Information Act (FOIA), First Amendment, privacy laws and information security policies established by Geneva Park District.
- Specifically, with regards to the Sunset Pool Twitter Feed, the Sunset Pool Managers, Front Office Manager, and Recreation/Aquatics Coordinator will have an approved set of template posts that they can utilize to update Twitter as needed. This would also be the case with the

Athletic Supervisors and any Field Supervisors accessing the Field Conditions/Athletics Twitter Feed.

F. Monitoring: As the internet is a public forum, the Park District reserves the right to monitor employees' use of social media including but not limited to statements/comments posted online, in blogs and other types of openly accessible forums, diaries, and personal and business discussion forums. Employees should have no expectation of privacy while using Park District equipment and facilities for any purpose, including the use of social media. The Park District reserves the right to monitor, review, and block content that violates the Park District's rules and guidelines.

G. Violations: The Park District will investigate and respond to all reports of violations of the Park District's policies, rules and guidelines or related company policies or rules. Employees are urged to report any violations of this policy to the Superintendent of Finance and Personnel. A violation of this policy may result in discipline up to and including termination. For any questions regarding these guidelines or issues related to your personal social media sites that have not been addressed in this policy, please contact the Marketing & PR Supervisor, Superintendent of Finance and Personnel or Executive Director.

49.03.02 Content and Comments for GPD Social Media:

Social Media provides an opportunity for sharing and discussing information about current Park District issues and activities of interest to a general audience. GPD Social Media Sites are maintained by the Geneva Park District. This policy is subject to amendment or modification at any time to ensure its continued use is consistent with its intended purpose as a limited forum.

Communications made through the sites will in no way constitute a legal or official notice or comment to the Geneva Park District or any official or employee of the Geneva Park District for any purpose. However, all information posted and the identities of those posting, are subject to public disclosure. Public Records requests must be filed through the FOIA Officer, Christy Powell, Superintendent of Finance and Personnel, 710 Western Avenue, Geneva, IL 61034. GPD Social Media Sites will clearly state that all comments are subject to public disclosure.

The public is encouraged to submit comments and questions understanding that GPD Social Media Sites are moderated online discussion sites and not public forums. ~~Sheavoun Lambillotte, The Executive Director,~~ should be contacted at 630-232-4542 ~~or slambillotte@genevaparks.com~~ for

urgent matters or more serious concerns.

GPD Social Media Sites contain posts which include hyperlinks to other web pages. The Geneva Park District does NOT guarantee the authenticity, accuracy, appropriateness or security of any hyperlink, website or content linked to the sites.

All comments regarding any of the below will be deleted upon entry, and record of the date, time, comment, and user's name will be retained.

1. Content not related or irrelevant to the particular post being commented upon.
2. Content that promotes, fosters, or perpetuates profanity or discrimination on the basis of race, creed, color, age, religion, gender, marital status, status with regard to public assistance, national origin, physical or mental disability or sexual orientation.
3. Content that ~~support~~supports or oppose political campaigns or ballot measures; solicit commerce; conduct or encourage illegal activity; contain sexual content or links to sexual content.
4. Content that may tend to compromise the safety or security of the public or public systems.
5. Content that violates a legal ownership interest of any other party.

A condensed version of this Content and Comments for GPD Social Media Sites section will be posted directly on the Geneva Park District Facebook page.

Condensed Comment Policy:

The Geneva Park District appreciates your comments. The District asks that you please be respectful of others. We reserve the right to delete profane, harassing, abusive or spam comments and to block repeat offenders. The District asks that anyone posting to this Facebook page do so operating under a community code of conduct. Unacceptable behavior includes posting: hate speech, false statements, defamatory language, inaccurate statements, intolerant comments about religion, race, age, gender, sexual preference or disabilities, name-calling, vulgar and obscene language, content that is harmful to children and any other disrespectful behavior and/or language deemed so by the Geneva Park District. Unsolicited and/or personal advertisements not authorized by Geneva Park District will be removed.

49.03.03 Best Practices for GPD Social Media & Personal Sites:

The Park District respects the right of employees and volunteers to use social media as a means of self-expression. Both in professional and institutional roles, employees need to follow the same

behavioral standards online as they would in real life. The same laws, professional expectations, and guidelines for interacting with clients, parents, members, donors, media, and other District constituents apply online as in the real world. Employees are liable for anything they post to social media sites. If you choose to identify yourself as a Geneva Park District employee on any form of social media and discuss matters related to our organization, please proceed with caution and discretion. Although your website, weblog, or any other medium of online publishing may be a personal forum that conveys your individual opinions, some people may nonetheless view you as a de facto spokesperson of the Park District.

Employees and volunteers should recognize that both during working hours and non-working hours, they are ambassadors of the organization. Everyone is expected to conduct themselves in the best interest of the Park District at all times. Additionally, all representatives are expected to promote teamwork and inspire trust and confidence. Personal views communicated through these channels could negatively impact the reputation and integrity of the Park District, which will not be tolerated and could result in disciplinary action up to and including termination of employees.

The following rules for social media will apply to all employees and volunteers:

1. Do not discuss confidential, work-related matters through the use of social media. Employees and volunteers also have a duty to protect home addresses and other personal information and the confidentiality of Park District marketing lists, customer account information, strategic business plans, customer lists, financial information, business contracts, and other proprietary information.
2. Do not use social media to harass, threaten, libel or slander, malign, defame, or discriminate against co-workers, managers, customers, clients, vendors or suppliers, any organizations associated or doing business with the Park District, or any members of the public, including web site visitors who post comments. The Geneva Park District's Non-Discrimination and Anti-Harassment and Equal Employment Opportunity policies apply to use of social media in the workplace.
3. Do not post any copyrighted information where written reprint permission is not obtained in advance.
4. If the District's name, official logo or any other District images or photographs are posted on personal social media sites, be aware of the image of the District that is portrayed. No photos

posted on personal social media sites that include the District logo, District attire or other District likenesses shall include matters inappropriate or in conflict with the District's personnel policy or its mission to provide family-friendly recreational opportunities, including but not limited to, photos that include alcoholic beverages, drugs or drug paraphernalia, sexually suggestive behavior, or unlawful behavior of any kind etc.

5. Do not use Geneva Park District logos or any other agency photographs for endorsements or on personal social media sites. Do not use the Geneva Park District's name to promote a product, cause, or political party or candidate.
6. Do not use a social networking site, group page, blog, or other internet social medium to discuss behavior that is prohibited by Geneva Park District policy or the Code of Conduct, including, but not limited to alcohol or drug use, sexual behavior, delinquent behavior, or unlawful behavior of any kind etc.
7. Think twice before posting on social media. Privacy does not exist in the world of social media. Consider what could happen if a post becomes widely known and how that may reflect both on the person posting and the Park District. Search engines can turn up posts years after they are created, and comments can be forwarded or copied. If you wouldn't say it at a professional seminar, conference or to a member of the media, consider whether you should post it online. If you are unsure about posting something or responding to a comment, ask your supervisor for input or contact the Superintendent of Finance and Personnel.
8. Strive for accuracy by getting the facts straight before posting them on social media. Review content for grammatical and spelling errors. This is especially important if posting on behalf of the Park District in any capacity.
9. Be aware that a presence in the social media world is or easily can be made available to the public at large. This includes prospective sponsors, current sponsors, residents, nonresidents, current employers, board members, colleagues, and peers. Consider this before publishing to ensure the post will not alienate, harm, or provoke any of these groups.
10. Identify your views as your own on personal sites. If you identify yourself as a Geneva Park District employee or staff member online, it should be clear that the views expressed are not necessarily those of the institution.
11. Exception to Restriction on Employee Communications. Nothing in this Policy shall be construed to prohibit employees from using communications systems (whether Park District-owned or personal) to engage in protected, concerted activities during non-

working time (*i.e.*, during authorized break or meal periods). In this regard, it is important to understand that protected, concerted activities generally do not include such communications as threats, harassment in violation of law or Park District policy, communications involving illegal activity, political activity in violation of law or Park District policy, personal commercial ventures, and other communications that are both prohibited by Park District policy and not protected by applicable laws relating to the legal right of employees to engage in protected, concerted activities.

49.04 Acknowledgement of Email, Internet and Social Media Computer Policy:

I acknowledge that I have received a copy of Geneva Park District's Computer Policy. I agree to read it thoroughly, and agree that if there is any language in the policy I do not understand, I will seek clarification from my supervisor. I understand that my use of the Park District's computer network constitutes my consent to all the terms and conditions of this policy. In particular, I understand that (1) all documents, emails, internet browsing, and internet communications including social media posts that are transmitted and/or stored in the Park District network are the property of the Park District, (2) Park District computers, email and social media sites are to be used only for business purposes and not for personal purposes, (3) I have no expectation of privacy in connection with the use of Park District computers, email or internet browsing or posts or with the transmission, receipt, or storage of information on the Park District network and (4) all information stored, transmitted, and received is subject to FOIA or legal review.

I agree not to use a code, access a file, or retrieve stored communications unless authorized. I acknowledge and consent to the Park District's monitoring my use of Park District email and internet at any time at its discretion, including printing and reading all communications entering, leaving, or stored in the network.

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Signature

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Date

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Printed Name

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Position

## **50.0 TELEPHONE POLICY**

### **50.01 Personal Calls and Texting:**

While at work, employees are expected to exercise the same discretion in using cell phones as is expected for the use of land line phones. Excessive personal calls or texting during the ~~work day~~workday, regardless of the phone used (personal or district-owned), can interfere with employee productivity and be distracting to others. A reasonable standard the District encourages is to limit personal calls and texting during work time to no more than two per day as needed. Employees are therefore asked to make any other personal calls on non-work time where possible. Flexibility will be provided in circumstances demanding immediate attention.

### **50.02 General Phone Procedures:**

1. Attempt to reach employees at their primary phone number, as listed on the phone list, first during afterhours or on weekends.
2. DO NOT give out cell phone numbers to anyone other than Park District staff.
3. If necessary, staff should contact the employee and notify them of the situation, do not let patrons contact employees directly.
4. Always leave a message and phone number if the employee does not answer the phone.

### **50.03 Geneva Park District Cell Phones:**

The Geneva Park District will pay for and provide four cell phones for the following staff:

1. Superintendent of Parks and Properties
2. Foreman at Peck Farm Park
3. Wheeler Foreman and Evening & Weekend Security Officer
4. Recreation and general use to be checked out and returned

### **50.04 Use of District-Provided Cell Phones:**

Where job or business needs demand immediate access to an employee the District may issue a business cell phone to an employee for work-related communications. Using district provided cell phones for purposes unrelated to work may result in disciplinary action. Each cell phone will be allotted a certain number of minutes (i.e.: “package”), either individually allocated or part of a group-rate program. Employees may be required to reimburse the District for any unauthorized personal, long distance or other charges which result in charges to the account over the package limit. Phone logs will be monitored regularly.



Employees in possession of company equipment such as cell phones are expected to protect the equipment from loss, damage or theft. All District-issued cell phones are the property of the Geneva Park District. An employee may be financially responsible for loss, damage, or failure to return an assigned cell phone if:

- Equipment is lost, stolen, or damaged while in the employee's care and loss or damage is due to the employee's gross negligence.
- Equipment is not returned by the employee within a specified time or is damaged upon its return.

The assignment of a cell phone to an employee may be withdrawn at any time at the discretion of the District.

Upon resignation or termination of employment, or at any time upon request, the employee may be asked to produce the phone for return or inspection. Employees unable to present the phone in good working condition within the time period requested (~~i.e.~~ 24 hours) may be expected to bear the cost of a replacement.

Employees who separate from employment with outstanding debts for equipment loss or unauthorized charges will be considered to have left employment on unsatisfactory terms and may be subject to legal action for recovery of the loss.

50.05 Personal Cell Phones Utilized For Business Purposes:

If a full-time employee has their own personal cell phone, we may choose to reimburse (at a rate determined annually at budget time) each month for the business use of their personal cell phone with the following understanding:

- The Director, office staff and other recreation staff can contact them about Geneva Park District issues when necessary on their personal cell phone.
- The District will not be liable for the loss of personal cell phones brought into the workplace.

50.06 Safety Issues for Cell Phone Use:

Employees whose job responsibilities include regular or occasional driving and who are issued or are reimbursed for the use of their cell phone for business purposes are expected to refrain from using their phone while driving. Safety must come before all other concerns. Employees are specifically prohibited from accessing electronic mail, text messaging, or instant messaging while driving. This includes composing, sending, or reading an electronic message while operating a vehicle on a roadway. However, this prohibition does not apply to employees engaging in

electronic communications via their cellular telephones in hands-free or voice-activated mode or while parked on the shoulder of a roadway. Employees under the age of 19 are specifically prohibited from using a cell phone (including hands-free or voice-activated) at any time while driving, except for emergency purposes. Employees, regardless of age, may not use a cell phone (including hands-free or voice-activated) at any time while operating a motor vehicle on a roadway in a school zone, or on a highway in a construction or maintenance speed zone, except for emergency purposes.

Employees whose job responsibilities do not specifically include driving as an essential function, but who are issued a cell phone for business use, are also expected to abide by the provisions above. Under no circumstances are employees allowed to place themselves at risk to fulfill business needs.

Employees who are charged with traffic violations resulting from the use of their phone while driving will be solely responsible for all liabilities that result from such actions.

50.07 Additional Information, Requirements, Responsibilities:

All employees who are currently assigned a District-provided cell phone or are receiving monthly reimbursements for their personal cell phone will be given a copy of this policy and shall acknowledge, in writing, receipt and understanding of the provisions outlined in the policy.

It is the responsibility of the Superintendent of Finance and Personnel to monitor and update this policy.

If you agree to these provisions in this Telephone Policy, please sign and date below.

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Signature

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Title

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Date

## 51.0 DRUG FREE WORKPLACE ACT POLICY

51.01 Purpose: The Geneva Park District has implemented this policy in response to overwhelming evidence that alcohol and drug abuse has a detrimental impact on employees' health, job performance, safety, and efficiency. Since Park District employees operate, supervise and maintain parks, facilities, programs, and equipment for use by members of the public and perform services that may have a direct effect on the health and safety of members of the public and fellow employees, the Park District wishes to assure the health and safety of its patrons and employees.

This policy also expresses the Park District's desire to satisfy the requirements of the federal and state Drug Free Workplace Acts (41 U.S.C.A. § 701 et seq. and 30 ILCS 580/1 et seq.). In accordance with these statutes and concerns, the Park District has resolved to maintain a drug free workplace.

The purpose of this policy is to inform employees of the Park District's investigation, treatment and disciplinary policy relating to alcohol and drugs. As such, all Park District employees will abide by its terms. As with all policies in this Manual, this policy is subject to periodic addition, modification, or deletion.

This policy does not replace any of the provisions or requirements of the Park District's controlled Substance and Alcohol Testing Policy for positions that require a Commercial ~~Drivers~~Driver's License (CDL). Park District employees who operate Park District commercial motor vehicles and possess a commercial driver's license have special responsibilities necessitated by the fact that they operate vehicles that require additional skill and attentiveness over that of non-commercial motor vehicles. As part of its continuing commitment to safety and to comply with federal law, the Park District has established a controlled substance and alcohol testing policy for Park District positions that require the transport of participants (see Alcohol and Drug Procedures For CDL Employees). Both the Park District and the federal government recognize that it is important to establish programs to help prevent accidents and injuries resulting from the misuse of alcohol or use of controlled substances by drivers of motor vehicles. The Alcohol and Drug Procedures for CDL Employees is in addition to and supplements and complements rather than supersedes all other Park District policies, rules, procedures, and practices, including without limitation this Alcohol and Drug Abuse Policy. However, for persons to whom the Alcohol and Drug Procedures For CDL Employees applies, in the event of any conflict between any of the provisions of the Alcohol and Drug Procedures For CDL Employees the provisions of any other

Park District policy, rule, procedure, or practice, the provisions of the Alcohol and Drug Procedures For CDL Employees and employees that transport patrons will control.

Please review the comprehensive Alcohol and Drug Abuse Policy and the Alcohol and Drug Procedures for CDL Employees (Section 54)

51.02 Acts Prohibited: The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, medical marijuana and alcohol, is prohibited on Park District property, during any on-call period or while acting on behalf of the Park District.

51.03 Definitions: For purposes of this Policy, the following definitions apply:

1. "Alcohol" means any substance containing any form of alcohol, including but not limited to: ethanol, methanol, propanol and isopropanol.
2. "Cannabis" is defined as provided in the Cannabis Control Act (720 ILCS 550/1 et seq.), which provisions are specifically incorporated in this Policy by reference.
3. "Controlled Substance" means a controlled substance in schedules I through V of section 812 of Title 21 of the United States Code, which provisions are specifically incorporated in this Policy by reference.
4. "Criminal Drug Statute" means a criminal statute involving the manufacture, distribution, dispensation, possession, or use of any controlled substance or cannabis.
5. "Director" is the Director of Parks and Recreation of the Geneva Park District.
6. "District Property" means any building, park, gym, pool, office, common area, open space, vehicle, parking lot, or other area owned, leased, managed, used or controlled by the Park District. District Property also includes property used by Park District patrons while on Park District sponsored events or field trips or property of others when presence thereon by the Park District employee is related to employment with the Park District.
7. "Drugs" mean Prescription/OTC Drugs and controlled substances including cannabis and medical marijuana."
8. "Medical Facility" means any physician, laboratory, clinic, hospital, or other similar entity.
9. "On Call" means the employee is scheduled with at least 24 hours' notice by the district to be on standby or otherwise responsible for performing tasks related to his or her employment either at the district's premises or other previously designated location by his or her employer or supervisor to perform a work-related task.
10. "Policy" means this Alcohol and Drug Abuse Policy of the Geneva Park District.

11. "Possess" means to have either in or on an employee's person, personal effects, desk, files, or other similar area.

12. "Prescription/OTC Drugs" mean prescription drugs (including medical marijuana) and over-the-counter ("OTC") drugs obtained legally and being used in the manner and for the purpose for which they were prescribed or manufactured.

13. "Public Safety Responsibility" means a safety-sensitive position in which the nature of an employee's duties is such that impaired perception, reaction time, or judgment may place a member or members of the public or other employees at risk of serious bodily harm, or the employee is responsible for the administration or enforcement of alcohol/drug policies. As examples and not by way of limitation, employees with public safety responsibility may include lifeguards; non-CDL employees who drive district vehicles; employees who operate heavy machinery; employees who handle hazardous or toxic materials or substances of any kind; and similar positions. 14. "Under the Influence" or "impaired" means that the employee is affected by alcohol or drugs in any determinable manner. A determination of being under the influence can be established by a professional opinion, a scientifically valid test, a layperson's opinion, or the statement of a witness. For cannabis, this determination will be made based on whether the employee manifests while working or on-call specific, articulable symptoms of decreased or lessened performance of the duties or tasks of the employee's job position, including: symptoms of the employee's speech, physical dexterity, agility, coordination, demeanor, irrational or unusual behavior, or negligence or carelessness in operating equipment or machinery; disregard for the safety of the employee or others, or involvement in any accident that results in serious damage to equipment or property or personal injury; disruption of a production or manufacturing process; or carelessness that results in any injury to the employee or others.

51.04 Voluntary Treatment: It is the responsibility of each employee to seek assistance before alcohol or drug problems lead to disciplinary action or violations of policies, rules of conduct or performance standards. The Park District will not discipline an employee who voluntarily seeks treatment for a substance abuse problem if the employee is not in violation of the Park District's drug and alcohol policy or other policies, rules of conduct and standards. Seeking such assistance will not be a defense for violating the Park District's drug and alcohol policy, nor will it excuse or limit the employee's obligation to meet the Park District's policies, rules of conduct, and standards including, but not limited to, those regarding attendance, job performance, and safe and sober

behavior on the job. Employees who suffer from alcohol or drug abuse are encouraged to consult voluntarily with Park District management and/or the district's Employee Assistance Program ("EAP") and undergo appropriate medical treatment. Participation in such treatment will be at the employee's expense, although some of these expenses may be covered under the employee's group health plan. Please see the Superintendent of Finance and Personnel for details. Park District management will attempt to keep such voluntary discussions and medical treatment confidential in accordance with this Policy.

51.05 **Screening And Testing:**

**Pre-Employment Testing.** The Park District may require applicants whose job functions require them to operate or maintain vehicles or machinery, handle hazardous or toxic materials or substances of any kind, or have Public Safety Responsibility to be drug screened or tested on a conditional post-offer, pre-employment basis as part of its hiring process. However, pre-employment testing will not include testing for alcohol or cannabis, absent a federal, state or local law requiring the district to do so.

**Reasonable Suspicion Testing.** The district will require screening or testing of an employee when that employee exhibits conduct or behavior that raises a reasonable suspicion the employee is under the influence of, or is impaired by, drugs or alcohol. (See Definition of "Under the Influence" or "impaired" above.) The supervisor(s) who observes or receives information about the conduct or behavior that led to the request for reasonable suspicion testing, within a reasonable timeframe of observing or learning about the behavior or conduct, will document the objective, articulable signs of reasonable suspicion on a form provided by the district.

**Random Testing.** The district may require random screening or testing of employees whose job functions require them to operate or maintain vehicles or machinery, handle hazardous or toxic materials or substances of any kind or engage in any other Public Safety Responsibility.

**Post-accident or Post-incident Testing.** The district may require the screening or testing of any employee following a workplace accident or injury that results in property damage to district or third-party property, personal injury to another employee or third-party, or any personal injury to the employee himself or herself where the circumstances raise a reasonable suspicion that impairment may have played a role in the injury. When an accident or incident occurs, the district will send all employees who may have contributed to the accident or injury for post-accident or post-incident testing, not just the employee injured (unless he or she was the only person who contributed to the accident or injury).

**The Testing Process.** A medical facility selected by the Park District at the Park District's expense will conduct drug or alcohol screening or testing. The screening or testing may require an analysis of the employee's breath, urine, saliva and/or blood or such similar substance as the medical facility may recommend. Employees who undergo alcohol or drug screening or testing will be given the opportunity, prior to the collection of a specimen or other testing, to disclose the use of prescription/OTC drugs, including medical marijuana, and to explain the circumstance of their use. If an initial test is positive, the facility will conduct a second test from the same sample. A confirmed positive drug and/or alcohol test may result in disciplinary action, up to and including discharge.

**Opportunity to Contest.** After the district receives a confirmed, positive drug or alcohol test and/or information indicating that the employee manifests specific, articulatable symptoms that demonstrate impairment or being under the influence, the employee will have a reasonable opportunity to contest the basis of the district's determination. However, the district will make a final decision at its sole and exclusive discretion.

**Consent Forms Required.** Each Park District employee is required to sign a consent form, a copy of which is included with this Policy. Prospective employees applying for positions that require a commercial driver's license or pre-employment drug testing will be required to sign a consent form prior to taking the pre-employment drug screening. Each employee and prospective employee may also be required to sign a separate consent form requested by the Medical Facility conducting the screening or testing. Refusal to sign any requested consent form will result in non-hire or disciplinary action up to and including dismissal, as deemed appropriate by the Park District, in its sole discretion, under the circumstances.

- 51.06 Treatment: If the medical facility recommends treatment, the Park District may, depending on the circumstances as determined in the sole discretion of the Park District, give the employee one opportunity to undergo treatment offered by a clinic or trained professional mutually acceptable to the Park District and employee.

Participation in such treatment will be at the employee's expense. The employee must enter the treatment program within ten (10) days from the time of recommendation of treatment. The Park District may reinstate the employee provided that the employee submits a statement issued by the medical facility certifying successful completion of the treatment program, that the employee is released to return to work, and that the employee agrees to all conditions of reinstatement as determined by the Park District, which may include, but is not limited to, future

alcohol and/or drug testing.

- 51.07 Use Of Prescription/OTC Drugs: Any employee who operates or maintains a vehicle or machinery, handles hazardous materials or substances of any kind, or has public safety responsibility and who has taken a prescription/OTC drug (including medical marijuana) must report the use of such prescription/OTC drug to their immediate supervisor if the prescription/OTC drug may cause drowsiness or if it may alter judgment, perception or reaction time. While the district will not penalize an employee solely for his or her status as a registered qualifying patient under the Compassionate Use of Medical Cannabis Program Act or any similar law, any employee who is a registered qualifying patient is nevertheless required to comply with this Policy. The burden is on the employee to ascertain from the employee's doctor or pharmacist whether or not the prescription/OTC drug may have such a potential side effect or whether the employee may perform his or her job duties safely while using the prescription/OTC drug. The information will be retained by the Park District in a confidential manner and will be disclosed only to persons who need to know. The employee's immediate supervisor, after conferring with the department head or Director, will decide whether or not the employee may safely continue to perform the job while using the prescription/OTC drug. Failure to declare the use of such prescription/OTC drugs may be cause for discipline up to and including dismissal.
- 51.08 Notice Of Convictions: Any employee who is convicted of violating any federal or state criminal drug statute must notify the Director within five (5) days of such conviction. For purposes of this notice requirement, a conviction includes a finding of guilt, a no contest plea, and/or an imposition of sentence by any judicial body for any violation of a criminal statute involving the unlawful manufacture, distribution, sale, dispensation, possession or use of any controlled substance or cannabis. Failure to notify the Director may subject the employee to disciplinary action, up to and including dismissal.
- 51.09 Discipline/Penalties For Violation:
1. The district reserves the right to discipline any employee suspected of being impaired by or under the influence of drugs or alcohol during working hours or any on-call period.
  2. An employee who reports to work or is found during working on-call hours to be or to have been under the influence of alcohol, controlled substances or cannabis or who manufactures, possesses, uses, sells or dispenses alcohol, controlled substances or cannabis while on District property or while acting on behalf of the Park District, is convicted of a drug related crime,



causes financial or physical damage to the Park District property, its employees or patrons as the result of alcohol or drug abuse, or fails to report the use of prescription/OTC drugs in accordance with this Policy, will be disciplined in accordance with the Disciplinary Action Section of the Park District's Personnel Policy Manual. In addition to or in the alternative, depending on the circumstances as determined by the Park District in its sole discretion, the Park District may require the employee to successfully complete an alcohol and/or drug abuse counseling or rehabilitation program approved for such purposes by the Park District and by a federal, state or local health law enforcement or other appropriate agency. An employee who participates in a treatment program will be expected to meet job performance standards and comply with all rules established by the Park District. Participation in a treatment program will not, in itself, protect the employee from disciplinary actions should job performance remain unsatisfactory.

3. In addition to the examples of misconduct that may subject an employee to disciplinary action contained in this Policy and the Manual, the Park District will discipline an employee up to and including dismissal for the following: (1) if the employee refuses to submit to diagnosis, testing or screening upon request of the Park District; (2) if the employee tampers in any way with the specimen given to the medical facility for purposes of alcohol or drug screening or testing; (3) if the medical facility recommends treatment and the employee refuses to undergo such treatment; (4) if, while undergoing treatment, the employee fails or refuses to follow the course of treatment; (5) if the employee, during the course of or following treatment, is again under the influence of alcohol or drugs in violation of this Policy; or, (6) if the employee fails to notify the Director of a conviction for violating any federal or state Criminal Drug Statute in accordance with the "Notice of Conviction" section of this policy.

51.10 Inspections: In order to assure that employees comply with the prohibition on manufacturing, distributing, dispensing, possessing, or using alcohol, controlled substances or cannabis (including medical marijuana) employees may be subject to inspection as follows:

1. Lockers, desks, files, vehicles, equipment and other containers and property owned or leased by the Park District and which an employee is permitted to use during employment with the Park District, are and remain the property of the Park District at all times, and employees have no reasonable expectation of privacy regarding such property. Employees are not permitted to keep controlled substances, cannabis (including medical marijuana) or alcohol in or on such property. Any such property reasonably suspected of having or holding such substances is

subject to search by the Park District.

2. Any refusal to submit to such an inspection will be treated as an act of insubordination and may result in disciplinary action, up to and including dismissal.

51.11 Records: The Park District will maintain medical records relating to alcohol or drug abuse, diagnosis, and treatment confidential and in a medical file separate from the regular personnel files. Access will be limited to those who need to know. The Park District will not disclose these records to persons outside the Park District without the employee's consent unless disclosure of the records is necessary for legal or insurance purposes or the law requires it.

51.12 Consent To Drug And/Or Alcohol Screening Or Testing:

I hereby voluntarily consent to submit to drug and/or alcohol screening or testing by a physician, clinic, laboratory or medical facility chosen by the Geneva Park District ("Park District") at the Park District's expense. I hereby consent to the physician, clinic, laboratory or medical facility taking and analyzing a sample or specimen of my breath, urine, saliva, blood and other similar substance, and I also authorize the physician, clinic, hospital, laboratory or medical facility to disclose his/her/its findings, conclusions, and opinions regarding the drug and/or alcohol screening or testing to a Park District official or a designated representative but to no other person without my written consent. If the results of such testing indicate that I have violated the District Alcohol and Drug Abuse Policy, I understand that I will be subject to non-hire, or disciplinary action up to and including immediate discharge.

If I test positive for a drug which may be legally prescribed for prescription use (including medical marijuana), I hereby further consent to allow the Medical Review Officer of the medical facility which administered the test to contact my physician or pharmacist to verify my reported use of legally prescribed drugs. I authorize my physician or pharmacist to provide the District or its agents with any current prescription bottles or physician's letters authorizing the use of any such medicines, which may explain the positive test results, and I will execute any required consent or authorization forms. I understand that the legal use of certain prescription or over-the-counter drugs may disqualify me from certain jobs due to safety risks.

I also confirm I will cooperate with any disclosure authorization requirements the physician, clinic, laboratory or medical facility has implemented pursuant to applicable law (including the Health Insurance Portability and Accountability Act of 1996, as amended (HIPAA)), that relate to its ability to disclose findings, conclusions and opinions, or other protected health information associated with the drug and/or alcohol screening or testing to a district official or a designated representative. I hereby further confirm I will cooperate with any disclosure authorization requirements that my physician or pharmacist implemented pursuant to applicable law (including HIPAA) to allow it to share information with the medical facility or district regarding my reported use of prescription/OTC drugs in accordance with the district's Alcohol and Drug Abuse Policy.

In consideration of my employment or continued employment, I hereby release and agree to hold the District and its elected officials, Commissioners, officers, members and agents harmless against any, and all claims, charges or causes of action whatsoever I now have or may have in the future which may arise from this testing or from any investigation or personnel action related to or arising out of any such testing or screening.

I also acknowledge receiving, reading and understanding the Park District's Alcohol and Drug Abuse Policy. I understand that, in accordance with this policy, failure to execute this document and submit to drug and/or alcohol screening or testing, or failure to report to the Park District the use of prescription/OTC drugs as required by the policy, may result in non-hire or disciplinary action, up to and including termination. I further acknowledge that I have read this consent form carefully and that I am signing of my own free will.

Employee Name: \_\_\_\_\_  
(Print)

Employee Signature: \_\_\_\_\_

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

Witness Signature: \_\_\_\_\_

☐ I agree to the test

☐ I will not agree to the test

Employee Name: \_\_\_\_\_  
(Print)

Employee Signature: \_\_\_\_\_

## **52.0 ALCOHOL AND DRUG PROCEDURES FOR CDL EMPLOYEES**

### **D.O.T. DRUG AND ALCOHOL PROCEDURE**

52.01 Introduction: In an effort to promote public safety and to help prevent accidents and injuries, the U.S. Department of Transportation (D.O.T.) instituted regulations that establish a zero- tolerance level for the presence of alcohol or controlled substances in the system of any individual who operates or maintains a commercial class vehicle. The regulations establish testing requirements to help ensure compliance with the alcohol and controlled substance prohibitions. The controlled substances prohibited by the D.O.T. regulations are: Marijuana, Cocaine, Opiates, Amphetamines, and Phencyclidine (PCP). The following procedures have been developed to implement the D.O.T. regulations which can be found in 49 CFR Parts 40 and 382. The numbers inside the parentheses appearing in many of the sections refer to 49 CFR Part 40 or 382 sections relevant to the particular procedure. Geneva Park District employees who violate this policy are subject to disciplinary action, up to and including discharge.

52.02 Adverse Effects of Alcohol and Drug Use: Unlawful use of drugs and alcohol poses a number of risks. Alcohol and drug abuse can lead to a number of health problems, such as lung cancer, obstructive pulmonary disease, chronic respiratory infections, liver disease, high blood pressure, cardiac disease, and seizures. Drug abusers are at an increased risk for AIDS and hepatitis.

The impairments that drugs cause can result in users (and their nearby co-workers) suffering more accidental injuries and motor vehicle accidents. Drugs can also rob the user of his or her ability to establish and reach long-term goals, to deal constructively with stress and anxiety, or to have successful and satisfying friendships and family relationships. Because drug use is unlawful, lives can be ruined when users are arrested, jailed or injured by drug-related violence.

The Geneva Park District has gathered a variety of pamphlets and other materials about alcohol and drugs. These materials are available from the Superintendent of Finance and Personnel. In addition, full-time employees may access the confidential Employee Assistance Program (E.A.P.) for information and assistance with alcohol or drug use. Full-time employees may obtain information about the District's E.A.P. through the Superintendent of Finance and Personnel.

#### 52.03 Affected Employees:

1. The following employees are subject to these alcohol and drug procedures, restrictions, and requirements: All employees who have a valid CDL driver's license, or are required to have a valid CDL driver's license as a condition of employment, and operate a commercial vehicle for the Geneva Park District. This includes full-time and part-time employees.

2. The above employees are subject to these procedures and regulations at all times while on duty including all overtime and call-back time. An exception may be made by the Director to exempt an employee from alcohol use restrictions if the employee is attending off site training and is not expected to return to duty for the remainder of the day.

52.04 Employee Requirements (382.201 to .215):

To meet the D.O.T. regulations, the district places the following requirements upon affected employees. Exceptions to these requirements may be made by the Director in making temporary work assignments for employees.

1. Affected employees will not consume any product containing alcohol or controlled substances while on duty.
2. Affected employees will not report for duty while there is any alcohol or controlled substance in their system (unless the use is pursuant to the instruction of a physician who has been informed of the affected employee's job duties, and has advised the affected employee that the substance does not adversely affect his/her ability to safely perform his/her job).
3. Affected employees will not possess any product containing alcohol or controlled substances while on duty.
4. Affected employees cannot report for duty within four hours of having consumed alcohol and may not perform safety-sensitive functions (this includes but is not limited to operating motor vehicles or equipment) within four hours after using alcohol.
5. Affected employees must immediately report for testing when so ordered, and must cooperate with testing personnel and procedures.
6. Affected employees must agree to release testing results to the Park District and to the substance abuse professional (S.A.P.), and to release the substance abuse professional's report to the Park District.
7. Affected employees cannot consume alcohol for eight hours following an accident involving a death or an accident for which the employee received a moving violation for their operation of a commercial class vehicle which contributed to the accident or until the employee undergoes a post-accident or controlled substance test, whichever occurs first. The employee must remain available for testing for a period of eight hours for an alcohol test or 72 hours for a controlled substance test.

#### 52.05 Tests Performed:

Detailed descriptions of the testing procedures are contained in 49 CFR Part 40 and Part 382. A brief description of the testing procedure follows.

##### 52.05.01 Alcohol Test:

- a. Employee immediately reports to the designated testing facility, shows a photo identification card, and signs testing form.
- b. Employee blows into alcohol testing device. If employee cannot exhale sufficient quality of air through the machine for a complete test, then a medical exam will be performed.
- c. If test results are negative the employee returns to work. Results will be reported to the Director.
- d. If test results are positive, another test will be performed after a 15-minute wait but before 20 minutes. The employee may not eat or drink anything nor belch during the waiting period for the retest.
- e. If retest results are negative, test is reported to the Director as negative.
- f. If retest results are positive, the test results are immediately reported to the Director.

52.05.02 Controlled Substances Test: Testing will only be performed for the five controlled substances prohibited by the D.O.T. regulations - Marijuana, Cocaine, Opiates, Amphetamines, and Phencyclidine.

- a. Employee immediately reports to the designated testing facility, shows a photo identification card, and signs the testing form.
- b. Employee provides a urine sample. If unable to provide sufficient quantity for testing, the employee will be asked to drink water (up to 24 oz. in two hours) and the test will be attempted again.
- c. Hospital personnel will perform required testing to verify that the specimen sample has not been tampered with. The employee returns to work.
- d. Sample is sent to Lab where it is split in half. A screening test is performed on a portion of one of the sample splits. If negative results are obtained, the testing is reported as negative to the medical review officer (M.R.O.) who in turn reports negative results to the Director.
- e. If screening tests are positive, sophisticated confirmation testing is performed on the rest of the split sample. Results are reported to the M.R.O. If negative, the M.R.O. reports a negative result to the Director.

- f. If the results are positive, confirming the presence of one of the five controlled substances, the M.R.O. will contact the employee to talk over the results of the test to determine if there is a legitimate clinical reason for the presence of the drug, and will decide if test results are negative or positive. If the employee cannot be reached by the M.R.O., the Director will be contacted to tell the employee to contact the M.R.O. If contact is not made within 72 hours, the M.R.O. will determine the test results as positive. The M.R.O. reports to the Director test results as positive or negative.
- g. If test results are positive, the employee will be removed from duties of operating or maintaining a commercial class vehicle. The employee has 72 hours in which to request a retest of the second split sample, and can request that the split sample be tested at a second lab. A negative retest of the split sample will cancel the first positive results.

52.06 Six circumstances under which testing will be performed:

52.06.01 Pre-employment Testing (382.301~~413~~)

- a. Before a new employee is hired or before an existing employee may be transferred to a position in which operating or maintaining a commercial class vehicle is required, both alcohol and controlled substance testing is required.
- b. If an employee has not been in a random testing pool for one month, then alcohol and controlled substance testing must be performed before the employee may operate or maintain a commercial class vehicle.
- c. Alcohol test results must be below 0.04 & controlled substances negative or the employee cannot be hired to the position without a substance abuse professional evaluation. There is no requirement that the prospective employee be hired or that they see the M.R.O. or S.A.P., but an attempt must be made to inform the prospective employee of the results & seek an evaluation.
- d. In addition to submitting to testing, the prospective employee must supply the Park District with the names of all firms for which they have been employed in the previous two years operating or maintaining commercial class vehicles. The prospective employee must cooperate fully with the Park District in obtaining from each of the previous employer's results of any positive test, S.A.P.'S reports, and any refusals to test.

52.06.02 Random Testing (382.305)

- a. All affected employees will be placed in pool from which random selections for testing will be made. Random testing will be for both alcohol and controlled substances.



- b. The annual rate of testing for the entire pool will be as directed by the U.S. Secretary of Transportation, currently 10% per year for alcohol and 50% per year for illegal drugs.
- c. Every employee in the selection pool has an equal chance of being selected each time a drawing is made.
- d. Selection for testing will be performed on a sufficiently random basis by the Consortium. Employees will not know when testing is complete for the year nor when to anticipate the next selection.
- e. A surplus of names will be generated so that another selection may be made in place of an employee who is temporarily on leave.

52.06.03 Reasonable Suspicion Testing (382.307)

- a. When a department head/supervisor has reason to believe that an employee has alcohol or controlled substances in their system they contact another department head/supervisor who will also observe the employee. If both department heads/supervisors are in agreement, the employee will be driven the designated testing facility for alcohol or controlled substances testing as appropriate.
- b. The department head/supervisor's determination must be based upon specific, describable, current observations of the employee's appearance, behavior, speech or body odor. Possession alone is not sufficient cause to require the employee to submit to testing.
- c. When a reasonable suspicion determination has been made, the employee must immediately stop operation or maintenance of a commercial class vehicle. (For 24 hours or until a negative test result whichever comes first).
- d. The employee will be informed of his or her right to consent or refuse testing, and the consequences of refusing testing or failing an alcohol or drug test. The employee will be asked to review and sign a Consent/Refusal Form.
- e. The department head/supervisor calls the designated testing facility to advise that the employee will be reporting for the testing. The employee under suspicion must be accompanied to the testing facility, preferably by a department head/supervisor.
- f. If an employee refuses to submit to a test, he will be required to call someone to drive him home. If unable to find someone, a cab will be called. The Park District will pay for the cab with reimbursement by the employee when he returns to work. If the employee insists on driving himself, the local Police Department will be called and notified.

- g. Testing for reasonable suspicion of alcohol should be performed within two hours, but cannot be conducted if eight hours have passed since the determination was made. A written report must be submitted to the Director for the file explaining why testing was not performed within two hours. Controlled substances testing should be performed as soon as possible but not after 32 hours since the determination was made.
- h. The department head/supervisor(s) making the determination must submit a signed written description citing the specific observations which led to the reasonable suspicion testing. The written description should be submitted before the test results have been received.

52.06.04 Post Accident Testing (382.303)

- a. A surviving driver of a commercial class vehicle involved in an accident in which a death occurred or for which the driver received a ticket for the operation of their commercial vehicle having contributed to the accident, will be tested for both alcohol and controlled substances.
- b. The driver will remain readily available for testing after an accident until 32 hours have passed or earlier if a supervisor advises that testing will not be necessary.
- c. A driver cannot consume any alcohol within eight hours following an accident unless a supervisor advises that no testing will be ~~required~~required, or testing has already been performed.
- d. If a death occurs or a driving citation is issued, alcohol testing will be performed within two hours but no testing after eight hours, and controlled substance testing within 32 hours. A written record must be submitted to file explaining why alcohol testing could not be performed within two hours if such is the case and a record if either testing could not be performed.

52.06.05 Return to Duty Testing (382.309): Alcohol and controlled substances testing will be performed with negative test results (less than 0.02 alcohol) on all affected employees who:

- a. Have been removed from duty of operating or maintaining a commercial class vehicle for refusing to test or testing positive for controlled substances or alcohol greater than 0.04. The employee will be responsible for all costs associated with this classification of return to duty testing or
- b. Have not been in a random testing pool for more than 30 days. (Employees who have been on extended leave).

52.06.06 Follow-up Testing (382.311.605)

- a. Any affected employee who has refused to test or who has tested positive for controlled substances or greater than 0.04 alcohol content and has been determined by a substance abuse professional to require help in dealing with their substance abuse problem will be subject to follow-up testing.
- b. The Director will order the affected employee to immediately report for surprise alcohol or controlled substance (or both) testing at the frequency prescribed by the substance abuse professional. The Director will advise the S.A.P. of the test results. The duration of surprise testing will continue as long as required by the S.A.P. to a maximum of five years.
- c. At a minimum, six unannounced tests will be required within the first 12 months of return to duty. This minimum must be conducted regardless of whether the S.A.P. deems no more testing is required.
- d. Employee is responsible for all costs associated with follow-up testing.

52.07 Consequences of failed or refused tests (382.605):

1. An employee will be immediately removed from duty upon the employee's refusal to cooperate with testing procedures or upon receipt of positive test results. Employees who refuse to submit to testing or fail an alcohol or drug test are subject to disciplinary action, up to and including discharge.
2. The employee selects a substance abuse professional (S.A.P.). The employee is responsible for payment to the substance abuse professional and subsequent counseling and rehabilitation. The employee's medical insurance may be used to help pay for these services. A list of S.A.P.'s will be provided to the employee, however, the employee is free to choose any certified S.A.P.
3. The employee signs a release allowing the Park District to release the test results to the S.A.P. and signs a release for the S.A.P. to report back to the Director.
4. The S.A.P. will report back to the Director that the employee:
  - a. Does not require any help in dealing with a substance abuse problem - in which case the employee may be returned to full duty.
  - b. That the employee requires and is cooperating with continued counseling and rehabilitation and may return to full duty, or may not return to full duty yet.
  - c. That the employee requires but is not cooperating with counseling and rehabilitation and may not return to duty.
5. The employee is responsible for obtaining any counseling or rehabilitation prescribed the

S.A.P. and must provide appropriate releases for counseling and rehabilitation professionals to report back to the S.A.P. Employees are advised that the D.O.T. regulations require that the additional counseling and rehabilitation not be performed by any business entity in which the S.A.P. has a financial interest.

6. When the S.A.P. reports to the Director that the employee may return to full duty of operating and maintaining commercial class vehicles the employee must:
  - a. Test negative in return to duty alcohol or controlled substances testing (or both tests if so indicated by the S.A.P.).
  - b. Continue with any rehabilitation therapy if so prescribed by the S.A.P.
  - c. Test negative in unannounced follow up testing as prescribed by the S.A.P. or at a minimum, six tests in the first 12 months of returning to duty as ordered by the Director.

**52.08 Required Training:**

1. All affected employees will be informed of the new D.O.T. regulations and these policies and procedures to implement the regulations.
2. All department heads and supervisors will receive training in recognizing physical signs of alcohol misuse and controlled substance use prior to any employee ordering another employee to submit to reasonable suspicion testing. Sixty minutes of training for alcohol misuse recognition and 60 minutes of training for controlled substance use recognition is required.
3. All new employees and newly transferred employees to affected positions will receive training prior to operating or maintaining a commercial class vehicle. All newly hired department heads and supervisors will receive 60 minutes of alcohol misuse recognition training and 60 minutes of controlled substances use training prior to their requiring any employee to submit to reasonable suspicion testing.
4. All department heads and supervisors will sign an in-service training form stating that they attended the training. The in-service training form will be kept in Park District records.

**53.0 CHILD ABUSE AND NEGLECT**

The Geneva Park District will fully comply with the State of Illinois Abused and Neglected Child Reporting Act. The Park District will make every reasonable effort and precaution to prevent, detect, handle and report cases of suspected child abuse and neglect for children which come in direct contact with Park District programs, areas and facilities.

53.01 General Employee Guidelines: Specific hiring, training, supervision, employee conduct and reporting procedures have been developed for applicants and employees who will supervise children.

1. All prospective staff will be interviewed in person prior to the decision to accept them as an employee. Reference checks will be conducted.
2. The Park District will conduct a State of Illinois Criminal Background Check with employment pending its results.
3. All full and part-time employees, Recreation Department volunteers and Contractual Service Providers who work with children are required to review this policy and sign an Acknowledgment Form indicating that they understand the Abused and the Neglected Child Reporting Act requirements.
4. All full and part-time employees, Recreation Department volunteers and Contractual Service Providers will receive in-service training by supervisory staff. This orientation may include audio-visual, verbal and written materials on Park District policies and procedures regarding child abuse and neglect. Specific training will also include:
  - A. Periodic training programs to explain what are abuse and neglect indicators and reporting procedures.
  - B. Appropriate discipline and rewarding practices.
  - C. Using expressions of normal affection through physical contact.
  - D. Requiring that one-adult and one-child situations be avoided.
  - E. Respect and protecting the privacy of children, as well as their own.
  - F. Avoiding sexually suggestive discussions in front of children.
  - G. Wearing a means of staff identification at all times, when appropriate.
  - H. Being alert to the physical and emotional state of children in their care.
5. Supervisory staff will make periodic unannounced visits to program sites to observe staff interaction with children and the behavior of individual children.
6. Attendance records of children participating in programs will be periodically reviewed by supervisory staff for instances of unusual absenteeism or reluctance of children to participate in the programs.

53.02 Handling Allegations of Abuse:

1. If a child advises Park District staff that someone has molested or otherwise abused them, staff should be prepared to help the child. It is suggested that staff be counseled to follow the

guidelines below:

- A. Remain calm and reassuring. If you panic, become angry or overreact to the information disclosed, so will the child. The child needs to feel that the person to whom he ~~speaking~~is speaking is in control of the situation.
  - B. Don't criticize the child, question the child's story or imply that the child may have misunderstood what happened.
  - C. Encourage the child to speak with the Superintendent of Recreation and Recreation Supervisor about what happened. Tell him no one should ask to keep a secret about what happened and that it is okay to talk to the administrative personnel about it. Make sure the child feels that he is not to blame for what happened. Try to avoid repeated interviews about the incident and other dealings with the child that may be stressful for the child.
  - D. Respect the child's privacy. Take the child to a location where you cannot be overheard by other children but within view of another adult. It is important that you discuss the matter only with the Superintendent of Recreation and Recreation Supervisor, or with the appropriate DCFS personnel and designated law enforcement personnel. It must not become the topic of conversation among other staff members either on or off, Park District premises. If you disclose the information to such other persons, you are violating the child's right to privacy and the privacy rights of other persons involved, and may be subject to legal liability.
2. The Superintendent of Recreation and appropriate Recreation Supervisor should be the contact persons for reporting suspected child abuse. In his/her absence the Director should be notified. The Superintendent and Recreation Supervisor should become thoroughly familiar with the reporting requirements under the Act as summarized in the following paragraphs. If the report is made directly to DCFS, the staff member is responsible to notify the Superintendent of Recreation or Director within 24 hours of contacting DCFS.
  3. The Superintendent and staff person reporting the suspected abuse should immediately notify DCFS as required under the Act by telephone to the DCFS "central register" (1-800-252-2873) or in person or by telephone through the nearest DCFS office. Reports are immediately transmitted to the appropriate DCFS Child Protective Service Unit ("CPS"), which will in turn begin to investigate the matter.
  4. The report should include, if known, the name and address of child and his parents or other

person having his custody, the child's age, the nature of the child's condition, including any evidence of previous injuries or disabilities, and any other information that the reporting staff person believes might be helpful in establishing the cause of such abuse or neglect and the identity of the person believed to have caused such abuse or neglect.

5. The oral report should be confirmed by the reporting staff person in writing to the assigned "CPS" within 48 hours of the initial report.
6. The Director will notify the President of the Board of Commissioners of all reports of child abuse or neglect, which are suspected and reported to the Department of Child and Family Services.

#### 53.03 State of Illinois Abused and Neglected Child Reporting Act

"Abused child" means a child whose parent or immediate family member, or any person responsible for the child's welfare, or any individual residing in the same home as the child, or a paramour of the child's parent:

- A. Inflicts, causes to be inflicted, or allows to be inflicted upon such child physical injury, by other than accidental means, which causes death, disfigurement, impairment of physical or emotional health, or loss or impairment of bodily function;
- B. Creates a substantial risk of physical injury to such child by other than accidental means which would be likely to cause death, disfigurement, impairment of physical or emotional health, or loss of impairment of any bodily function
- C. Commits or allows to be committed any sex offense against such child, as such sex offenses are defined in the Criminal Code 1961, as amended, and extending those definitions of sex offense to allow to include children under the age of 18 years of age.
- D. Commits or allows to be committed an act or acts of torture upon such a child; or
- E. Inflicts excessive corporal punishment.

"Neglected Child" means any child whose parent or other person responsible for the child's welfare withholds or denies nourishment or medically indicated treatment including food or care denied solely on the basis of the present or anticipated mental or physical impairment as determined by a physician acting alone or in consultation with other physicians or otherwise does not provide the proper or necessary support, education as required by law, or medical or other remedial care recognized under State law as necessary for a child's well-being, or other care necessary for his or her well-being, including adequate food, clothing and shelter; or who is abandoned by his or her parents or other person responsible for the child's welfare. A child shall not be considered neglected or abused for the sole reason that such

child's parent or other person responsible for his or her welfare depends upon spiritual means through prayer alone for the treatment or cure of the disease or remedial care as provided under Section 4 of this Act.

Any recreational program or facility personnel having reasonable cause to believe a child known to them in their professional or official capacity may be an abused child or a neglected child shall immediately report or cause report to be made to the Department of Child and Family Services. Whenever such person is required to report under this Act in his capacity as a member of the staff shall make the report immediately to the Department in accordance with the provisions of this Act and may also notify the person in charge of the facility, or agency, or his designated agent that such report has been made. Under no circumstances shall any person exercise any control, restraint, modification or other change in the report or forwarding of such report to the Department. The privileged quality of communication between any professional person required to report and his client shall not apply to situations involving abused or neglected children, and shall not constitute grounds for failure to report as required by this Act. In addition to the above persons required to report suspected cases of abused or neglected children, any other person may make a report if such person has reasonable cause to believe a child may be abused or neglected child. Any person who enters employment on and after July 1, 1986 and is mandated by virtue of that employment to report under this Act, shall sign a statement on a form prescribed by the Department, to the effect that the employee has knowledge and understanding of the reporting requirements of this Act. The statement shall be signed prior to commencement of the employment. The employer shall retain the signed statement.

#### 53.04 Abuse and Neglected Child Act Acknowledgement

As an administrator, activity supervisor, instructor, or volunteer of recreation programs involving children, you are required by the Illinois Abused and Neglected Child Reporting Act, to make a report whenever you have reasonable cause to believe a child has been abused or neglected.

Reports made in good faith are immune from liability-civil, criminal, or otherwise. Any person who willingly transmits a false report, however, commits the offense of disorderly conduct. Any person who willfully fails to report suspected child abuse or neglect commits the offense of Class A misdemeanor.

All reports should be channeled through the Superintendent of Recreation or the Director. In his/her absence reports should not be discussed with other staff members or participants. In the event that neither is available, the Supervisor should contact the State of Illinois Division of Child and Family Services at 1-800-252-2873.

I hereby acknowledge that I have knowledge and understanding of the reporting requirements of



the Illinois Abused and Neglected Child Act. (Please read the complete policy before signing).

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

## **54.0 MODIFIED DUTY**

The Geneva Park District is committed to providing employees with every reasonable opportunity to maintain career and employment status and benefits and to maximize the Park District's ability to provide its services offered to the public. To that end, we have developed a Modified Duty Program for employees who have sustained injuries or illnesses arising out of and in the course of their employment with the Park District ("work-related injury"). The purpose of the Modified Duty Program is to provide a temporary modified work assignment, when feasible and applicable, in accordance with the Americans with Disabilities Act (ADA). The feasibility of Modified Duty shall be determined on a case-by-case basis, taking several factors into consideration, and is the sole discretion of the Park District. These factors include, but are not limited to, the attitude and aptitude of the employee, the specific physical or mental limitations, the essential functions of the temporary job assignment, the work environment and the ability of the Park District to provide accommodation. Modified duty may not be available for certain positions. Noncompliance or failure to cooperate with the Modified Duty Program may affect your workers compensation benefits and result in possible disciplinary action, up to and including dismissal.

### **54.01 Objectives**

1. To return occupationally injured employees to work as soon as possible provided there is not a probability of re-injury to themselves or aggravation of an injury to themselves, and the return to work does not directly or indirectly adversely jeopardize the safety of others or is otherwise potentially detrimental to the Park District.
2. To minimize financial hardship and emotional stress to the employee who has sustained an occupational injury.
3. To assist employees in returning to work at a level close to their pre-injury earnings and productivity.
4. To retain qualified employees and experienced Geneva Park District employees.
5. To further the Park District's commitment and obligation to provide recreational programs, services and facilities to the public.

### **54.02 Modified Duty Basic Program Requirements**

1. Employees may be assigned to a Modified Duty Assignment when temporarily unable to perform the essential functions of their regular position due to occupational injury or illness, provided that the Modified Duty assignment fulfills a job function(s) useful to the Park District and is within limitations set by treating and/or evaluating physicians. Modified Duty

assignments will not create a new job, but instead will incorporate or modify an existing position on a temporary basis. The assignment may include duties anywhere within the Park District.

2. A time limit will be established on a case-by-case basis for the length of time that modified duty will be made available. This time limit shall be subject to review and revision at the sole discretion of the Park District. When possible, employees shall be compensated at their regular salary. If not practical, the Geneva Park District's worker's compensation coverage provider (PDRMA) will be notified of the wage differential and be requested to pay employees 2/3 of the wage differential accordance with the Illinois Worker's Compensation Act.
3. There shall be regular communication among the agency claims contact, department head, the employee's supervisor, the physician and the worker's compensation third party administrator (PDRMA) throughout the course of treatment and recovery.
4. An employee who declines a modified duty position, which meets a physician's requirements, may be subject to disciplinary actions and possible discharge.
5. Periodic review shall be conducted after an employee has been on modified duty status to determine the appropriateness and reasonableness of continuing the employee in the assignment. Upon request of the Geneva Park District, a review may be conducted at any time.

#### 54.03 Department Responsibilities

1. The department head is typically responsible for the management of employees on modified duty status. They may also coordinate modified duty assignments with other departments, the agency risk manager, director, claims contact, and PDRMA.
2. When an employee is injured, the department head should provide the employee with the Modified Duty Guidelines Memorandum, which explains the modified duty policy, and the Physician Evaluation Form, which provides the physician with a form to list physical limitations.
  - A. At the initial visit and any subsequent visits to the treating physician, the injured employee is to give the Physician Evaluation Form to the attending physician for updating.
  - B. After the treating physician has completed the Physical Evaluation Form, it should be returned to the department head by the employee.
  - C. The department head should then forward a copy of the completed Physician Evaluation Form to the claims contact.
  - D. The department head then assigns the employee a modified duty assignment in accordance

with the doctor's specifications, subject to periodic review and reassessment.

- E. In some cases, departments may not have any available modified tasks. If so, they should use the Modified Duty Request Memorandum to request available modified duty assignments in other departments.
  - F. An employee who declines a modified duty position may be subject to disciplinary actions and possible discharge.
  - G. If applicable, the possibility of medical management and/or vocational services will be explored and communicated to all parts involved.
3. Departments should coordinate with the claims contact and worker compensation coverage provider (PDRMA) to review existing medical restrictions of the going medical status and work-adjustment.

54.04 Employee Responsibilities: Participates in the Modified Duty program as assigned; reports any problems with Modified Duty assignment to immediate supervisor; to promptly notify the immediate supervisor of any and all changes or modifications to the employee's work restrictions; provides all original copies of physician releases and reports and all medical records and forms to the Superintendent of Finance & Personnel promptly when received; if you are asked to complete a task that you cannot complete or in any way adversely affects your injury, you must immediately notify the person who assigned you the task. In addition, if your injury requires that you see a physician for subsequent visits for the same injury, you must inform your immediate supervisor prior to any and all visits so your immediate supervisor can complete the necessary forms and make the necessary arrangements for your absence if you must visit the doctor during your working hours. If your immediate supervisor is unavailable, you must so contact the supervisor at the succeeding level of authority in your department. In order to avoid disruption of Park District operations, you should schedule doctor's appointments during non-work hours. Please note, under the Illinois Workers' Compensation Act (820 ILCS 305/12), the Park District may ask an employee entitled to receive disability payments under the Act to undergo an examination by a duly qualified medical practitioner or surgeon selected by the Park District at any time and place reasonably convenient to the employee, for the purpose of determining the nature, extent and probable duration of the injury received by the employee, and for purposes of ascertaining the amount of compensation which may be due the employee from time to time for disability according to the provisions of the Act.

An employee who declines a Modified Duty position, which is within the limitations, as

determined by the treating or evaluating physician, may be subject to disciplinary action and possible dismissal. The employee may also lose eligibility for workers compensation benefits.

Periodic review will be conducted while an employee is on Modified Duty status to determine the appropriateness and reasonableness of continuing the employee in the assignment. A review may be conducted at any time.

54.05 Worker's Compensation Coverage Provider Responsibilities

1. Informs treating physician(s) about the Modified Duty Program.
2. Assists in obtaining medical statements from physician(s).
3. Notifies the Geneva Park District and the department of an employee's potential availability for modified duty assignment.

54.06 Potential Modified Duty Tasks - Please Note: Don't limit modified duty assignments to one department.

Answer phones, filing, paperwork, general office work  
Inspections -vehicle, buildings, parks, etc.  
Transfer to other departments with light duty tasks  
Continue duties in supervisory capacity or paperwork  
Clean and repair athletic equipment  
Clean all fitness center equipment  
Inventories (seasonal)  
Joint purchase lists  
Assist safety committee on outstanding projects, training procedures  
Organize stockrooms  
Deliver mail  
**Dusting**  
Clean and disinfect all preschool toys  
Copy, collate and staple District flyers, programs, manuals, etc.  
Pick up program and special event supplies  
Collect and tally surveys  
Develop special event checklists  
Umpire/supervise umpires  
Supervise outdoor sports activities  
Update sports league materials  
Assist in brochure development  
Cashier  
Inventory of maintenance shop/video/equipment  
Light painting and janitorial work, replace heating filters  
Inventory of shop/video  
Plant bulbs

Clean toilets, windows, light fixtures  
Minor building repairs, caulking windows & doors  
Snow plowing, salt sidewalks  
**Use of riding lawn mowers, sharpen mower blades**  
Painting playground equipment, park benches, etc.  
Grass trimming around trees, fences, and playground equipment  
Sweeping and floor mopping  
Ball field dragging using tractor  
Organize tools and mark with Park District identification  
Trim low tree branches  
Assist mechanic, lubricate equipment

54.07 Memorandum

To: The Attending Physician  
From: The Geneva Park District  
Subject: Modified Duty Guidelines

The Geneva Park District is committed to providing employees with every reasonable opportunity to maintain career and employment benefits. To that end, the Geneva Park District has developed a temporary Modified Duty Program for employees injured during the course of their employment. We feel that our Modified Duty Program is beneficial and may aid in the employee's recovery.

The agency will attempt to provide work assignments that will bring minimum physical stress upon an injured employee. The program works in this way: as directed, under the advice of the attending or evaluating physician, an employee may continue to work but under reduced physical job requirements.

Please review the attached Physician Evaluation Form and provide an assessment of the physical work capacity and limitations of the injured employee. You may want to keep a copy for your files and return the original form to the injured employee.

Please feel free to contact the Geneva Park District risk manager/claims contact at 232-4542 should you need further information or have any specific questions.

54.08 Modified Duty Physician Evaluation Form

Please check the appropriate area that best suits the type of work the employee can perform according to his/her injury.

Employee Name \_\_\_\_\_

Department \_\_\_\_\_

Date of Injury \_\_\_\_\_

1. \_\_\_\_\_ **Fit for Full Duty.** Effective Date: \_\_\_\_\_
2. \_\_\_\_\_ **Medium Work**  
May require some lifting up to 50 lbs., bending, carrying loads up to 30 lbs.
3. \_\_\_\_\_ **Light Work**  
May require infrequent lifting of item up to 20 lbs. Some walking, standing, and/or pushing or pulling. Majority of work would be sedentary.
4. \_\_\_\_\_ **Sedentary Work**  
May require infrequent lifting of light items up to 10 lbs., sitting, minimal walking, and answering phones.
5. \_\_\_\_\_ **Cannot be assigned** alternate duty at this time for the duration of \_\_\_\_\_ days.
6. Restriction until \_\_\_\_\_ (enter date).
7. Projected date employee will be returned to full duty: \_\_\_\_\_ (enter date).
8. Date of next medical evaluation: \_\_\_\_\_.

Special Instructions:

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\_\_\_\_\_  
Physician's Signature

\_\_\_\_\_  
Date

54.09 Modified Duty Request Memorandum

To: \_\_\_\_\_  
From: \_\_\_\_\_  
Date: \_\_\_\_\_  
Subject: Request for available modified duties

Please review the attached Physician Evaluation form. Please indicate whether any modified duty

tasks are available in your department and within the physician’s recommended limitations. Please complete and return this form to the requesting department when received.

Employee Name \_\_\_\_\_

Date Available \_\_\_\_\_

Can your department accommodate employee listed above?    \_\_\_\_\_ Yes    \_\_\_\_\_ No



## 55.0 NON-DISCRIMINATION AND ANTI-HARASSMENT

The Geneva Park District is committed to a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that prohibits discriminatory practices, including harassment. Therefore, the Geneva Park District expects that all relationships among persons in the workplace will be business-like and free of bias, prejudice and harassment.

It is the responsibility of each and every employee, officer, official, park commissioner, agent, volunteer, and vendor of the Geneva Park District as well as anyone using the Geneva Park District's facilities, to refrain from sexual and other harassment. The Geneva Park District will not tolerate sexual or any other type of harassment of or by any of its employees and elected officials. Actions, words, jokes, or comments based on an individual's actual or perceived sex, race, national origin, age, religion, sexual orientation, or any other legally protected characteristic will not be tolerated.

This policy may not be used as a basis for excluding or separating individuals of a particular gender, or any other protected characteristic, or from participating in business or work-related social activities or discussions in order to avoid allegations of harassment. The law and policies of the park district prohibit disparate treatment on the basis of sex or any other actual or perceived protected characteristic, with regard to terms, conditions, privileges and prerequisites of employment. The prohibition against harassment, discrimination and retaliation are intended to complement & further these policies, not to form the basis of an exception to them.

### 55.01 Definitions of Harassment:

1. Sexual harassment may occur whenever there are unwelcome sexual advances, requests for sexual favors, or any other verbal, physical, or visual conduct of a sexual nature when:
  - A. Submission to the conduct is made either implicitly or explicitly a condition of the individual's employment;
  - B. Submission to or rejection of the conduct is used as the basis for an employment decision affecting the harassed employee; or
  - C. The harassment has the purpose or effect of interfering with the employee's work performance or creating an environment that is intimidating, hostile, or offensive to the employee.
2. Sexual harassment may include a range of subtle and not so subtle behaviors and may involve individuals of the same or different gender. Depending on the circumstances, these behaviors

may include, but are not limited to: unwanted sexual advances or requests for sexual favors; sexual jokes and innuendo; verbal abuse of a sexual nature; commentary about an individual's body, sexual prowess or sexual deficiencies; leering; catcalls or touching; insulting or obscene comments or gestures; display or circulation in the workplace of sexually suggestive objects or pictures (including through e-mail); and other physical, verbal or visual conduct of a sexual nature.

3. Harassment on the basis of any other actual or perceived protected characteristic is also strictly prohibited. Under this policy, harassment is verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of his/her actual or perceived race, color, religion, sex, age, national origin, disability, sexual orientation or any other characteristic protected by law or that of his/her relatives, friends or associates, and that; (i) has the purpose or effect of creating an intimidating, hostile or offensive work environment; (ii) has the purpose or effect of unreasonably interfering with an individual's work performance; or (iii) otherwise adversely affects an individual's employment opportunities.
4. Harassing conduct includes, but is not limited to: epithets, slurs or negative stereotyping; threatening, intimidating or hostile acts; denigrating jokes and display or circulation in the workplace of written or graphic material that denigrates or shows hostility or aversion toward an individual or group (including through e-mail).
5. Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business trips, professional conferences, business meetings and business-related social events.
6. Note: Any employee engaging in practices or conduct constituting sexual harassment, discrimination or harassment of any kind shall be subject to disciplinary action, up to and including discharge.

55.02 Retaliation Is Prohibited: The Geneva Park District prohibits retaliation against any individual who reports discrimination or harassment, participates in an investigation of such reports, or files a charge of discrimination or harassment. Retaliation against an individual for reporting harassment or discrimination, for participating in an investigation of a claim of harassment or discrimination, or for filing a charge of discrimination or harassment is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action.

55.03 Reporting Procedure: The Geneva Park District strongly urges the reporting of all incidents of discrimination, harassment or retaliation, regardless of the offender's identity or position. Early

reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment or discrimination. Therefore, while no fixed reporting period has been established, the Geneva Park District strongly urges the prompt reporting of complaints or concerns so that rapid and constructive action can be taken.

The availability of this reporting procedure does not preclude individuals who believe they are being subjected to harassing or discriminatory conduct from promptly advising the offender that his or her behavior is unwelcome and requesting that it be discontinued.

If you experience or witness harassment or discrimination of any kind, you should deal with the incident(s) as directly and firmly as possible by clearly communicating your position to the offending person, your immediate supervisor, your department head, and/or the Director. You should also document or record each incident (what was said or done, by whom, the date, time and place, and any witnesses to the incident). Written records such as letters, notes, memos, e-mails, and telephone messages can strengthen documentation. It is not necessary that the harassment be directed at you to make a complaint.

Any allegation of harassment by an elected official against another elected official may be reported to the board president. If the board president is the person making the allegation or is the person alleged to have committed the harassment, then the report may be made to any other board member. Complaints should be submitted in writing with as much detail as possible regarding the nature of the incident(s) and who is responsible for the alleged harassment, when the incident(s) occurred, where they occurred, whether or not they were witnessed and by whom and whether or not there is any physical evidence (video, audio, text, email, social media etc.) that needs to be identified and preserved. While there is a preference for complete and detailed written complaints, all complaints, including verbal complaints, will be thoroughly investigated. Upon receipt of an allegation of harassment pursuant to this policy, the person to whom the report is made shall immediately refer the complaint to the Agency's legal counsel for review. The Agency's legal counsel shall then appoint a qualified independent attorney or consultant to review and investigate all allegations set forth in the complaint.

- 55.04 Direct Communication with Offender: If there is harassing or discriminatory behavior in the workplace, you should directly and clearly express your objection to the offending person(s) regardless of whether the behavior is directed at you. If you are the harassed employee, you should

clearly state that the conduct is unwelcome and the offending behavior must stop. However, you are not required to directly confront the person who is the source of your report, question, or complaint before notifying any of those individuals listed below. The initial message may be oral or written, but documentation of the notice should be made. If subsequent messages are needed, they should be put in writing.

- 55.05 Report to Supervisory and Administrative Personnel: At the same time direct communication is undertaken, or in the event you feel threatened or intimidated by the offending person, you should promptly report the offending behavior to your immediate supervisor, department head or the Director. If you feel uncomfortable doing so, or if your immediate supervisor and/or department head is the source of the problem, condones the problem or ignores the problem, report directly to the Director. If the Director is the source of the problem, condones the problem, or ignores the problem, you should contact the President of the Board of Park Commissioners.
- 55.06 Report to Director/President of the Board of Park Commissioners: An employee may also report incidents of harassment or discrimination directly to the Director. The Director or his designee will promptly investigate the facts and take corrective action when an allegation is determined to be valid. If your complaint alleges harassment by the Director, or if the Director condones the problem or ignores the problem, you should immediately report the incident or incidents in writing directly to the President of the Board of Park Commissioners. An investigation will be conducted and appropriate action will be taken when an allegation is determined to be valid. At no time will personnel involved in the alleged harassment conduct the investigation.
- 55.07 Harassment Allegations Against Non-Employees/Third Parties: If you make a complaint alleging harassment or discrimination against an agent, vendor, supplier, contractor, volunteer or person using Geneva Park District programs or facilities, the Director will investigate the incident(s) and determine the appropriate action, if any. The Geneva Park District will make reasonable effort to protect you from further contact with such persons. Please recognize, however, that the Geneva Park District has limited control over the actions of non-employees.
- 55.08 Important Notice To All Employees: Employees who have experienced conduct they believe is contrary to this policy have an obligation to take advantage of this reporting procedure. An employee's failure to fulfill this obligation could affect his or her rights in pursuing legal action.
- 55.09 Responsibility of Supervisors and Witnesses: Any supervisor who becomes aware of any possible sexual or other harassment or discrimination of or by any employee should immediately advise the

Director who will investigate the conduct and resolve the matter as soon as possible. All employees are encouraged to report incidents of harassment, regardless of who the offender may be or whether or not you are the intended victim.

- 55.10 The Investigation: – Any reported allegations of harassment, discrimination or retaliation will be investigated promptly. The Geneva Park District will make every reasonable effort to conduct an investigation in a responsible and confidential manner. However, it is impossible to guarantee absolute confidentiality. The investigation may include individual interviews with the parties involved, and where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge. The Geneva Park District reserves the right and hereby provides notice that third parties may be used to investigate claims of harassment. You must cooperate in any investigation of workplace wrongdoing or risk disciplinary action, up to and including termination.
- 55.11 Responsive Action: The Geneva Park District will determine what constitutes harassment, discrimination or retaliation based on a review of the facts and circumstances of each situation. Misconduct constituting harassment, discrimination or retaliation will be dealt with appropriately. Responsive action may include, for example, training, referral to counseling and/or disciplinary action such as warning, reprimand, withholding of a promotion or pay increase, reassignment, temporary suspension without pay or termination, as the Geneva Park District believes appropriate under the circumstances.
- 55.12 False and Frivolous Complaints: Given the possibility of serious consequences for an individual accused of sexual harassment, complaints made in bad faith or otherwise false and frivolous charges are considered severe misconduct and may result in disciplinary action, up to and including dismissal.

#### **55.13 Transgender Rights**

##### **Discrimination Prohibited:**

This policy is designed to create a safe, inclusive working environment in which staff can be honest and open about who they are. It will act as a guideline; each situation that occurs will need to be evaluated on a case by case basis. It is the District's policy to treat all of its employees with dignity and respect and to provide a workplace that is free of discrimination whether that discrimination is based upon race, color, religion, gender (including pregnancy, gender identity, gender expression, gender change, gender orientation, gender stereotyping, or transgender status), national origin, disability, parental status, political

affiliation, genetic information, marital status, membership in an employee organization, age, reprisal, or other non-merit factors. All District employees are expected to conduct themselves in the workplace in such a manner that is consistent with their obligation to maintain a work environment that is free of discrimination, including discrimination that is based upon gender identity or perceived gender non-conformity.

The following definitions are not provided to label individuals but rather to assist in understanding this policy and the obligations of Staff. These terms may or may not be used by transgender individuals to describe themselves.

- “Gender identity” or “Affirmed Gender” is a person’s deeply held sense or psychological knowledge of their own gender, regardless of the gender they were assigned at birth. Gender identity is also defined as an individual’s internal sense of being male or female or something else. It is not based on physical anatomy. The District understands that gender identity is a very personal matter that should be respected by all fellow employees and supervisors.
- “Assigned Gender” refers to the gender assigned to a child at birth based on physical anatomy.
- “Transgender” describes people whose gender identity is different from their gender assigned at birth
- “Transgender Man” is a term used to describe an individual who currently identifies as a man.
- “Transgender Woman” is a term used to describe an individual who currently identifies as a woman.
- “Gender nonconforming” describes people whose gender expression differs from stereotypical societal expectations related to gender.
- “Gender expression” refers to the way a person expresses gender identity to others, such as clothing, hairstyles, activities, voice or body characteristics, behavior or mannerisms.
- “Transition” is the time when a person begins to live as the gender with which they identify instead of the gender that they were assigned at birth. This may include changing one’s name, dressing and grooming differently. Transitioning may also include such medical and legal aspects as taking hormones, having surgery or changing identity documents to reflect one’s gender identity.

#### **Transitioning Employee Responsibilities**

Any employee planning a transition should notify the employer at least sixty (60) days prior to the planned transition so that the employer can prepare a transition plan and address the necessary logistics of the transition. Employees may speak with their direct supervisor, human resource manager or upper level

administrative staff. Remember the employer may not be educated about what an employee may need during the transition time. The employee should be prepared to educate the employer to the best of their ability.

The District recommends creating a Transition Plan as part of the transition process. This can assist the employer to create the necessary support system and plan for how the transition will occur. A Transition Plan should essentially be a detailed ~~time-line~~timelinc. Items to include are transitioning milestones, dates such as legal name change, when appearances will change and when the use of gender-specific facilities will change. Consider all the people in the District who will need to be engaged in the transition. Be sure to allow time for education and engagement of staff. Consider possible challenges such as lag time with payroll, insurance paperwork, etc.

#### **Co-Worker Responsibilities**

Be open, honest and supportive. If a co-worker is divulging information confidentially, be sure to keep the information confidential. Feel free to ask questions and allow the co-worker to educate you, but only do so if the co-worker expresses a willingness or desire to speak about the transition or gender identification. Employees shall not question other employees about suspected gender identity issues. Employees should use the appropriate male or female pronouns and the appropriate name in all official and unofficial communications. Employees must also be aware of the District's anti-harassment and discrimination policies. Co-workers must remember that discrimination based upon gender identity or expression is prohibited by the District. This prohibition applies not only to discrimination but also to harassment based upon an individual's gender identity or expression, as part of the prohibition based on gender. Failure to adhere to the District's non-discrimination policy may result in disciplinary action up to and including dismissal. If a co-worker is uncomfortable the District can assist them in learning more about the transition process or transgender issues in general.

#### **District Responsibilities**

The District will remain supportive of a transitioning employee and his/her needs. The District enforces its non-discrimination policies uniformly.

The District, its managers and supervisors are prepared to listen and be open-minded to transgender, non-conforming and transitioning employee issues. Conversations will be kept confidential from anyone who is not directly involved with the issues.

#### **Personnel Documentation**

All employees should be in the payroll system with their assigned gender and legal name. Once an employee has proof of changing their gender marker in the Social Security Administration records it may be changed in payroll. Health insurance records should also include the assigned gender until a medical provider approves the affirmed gender to be used. However, preferred names can be used for name tags, phone lists and other internal documents. The District will make every effort to recognize a transgender employee's preferred name.

#### **Names/Pronouns**

Employees should be addressed by a name and pronoun that corresponds to their affirmed gender. This name does not need to be the name under which the person is employed. Intentional or persistent refusal to respect an individual's gender identity through the use of names and pronouns not correlated with the affirmed gender is a violation of this policy and may lead to disciplinary action up to and including dismissal.

#### **Restroom/Locker Room Accessibility**

Once a transitioning employee begins living and working full-time in the gender that reflects the employee's gender identity and presentation, the employee may choose to use the restrooms and (if provided to other employees) locker rooms that correspond to the employee's full-time gender identity. Reasonable accommodations which provide access to restrooms or locker rooms may be necessary to ensure the privacy, dignity, and respect of all employees. The objection of co-workers to a transgender or non-conforming gender employee using the same restroom or locker room facility shall not be the basis for denying the transgender or non-conforming gender employee use of that facility. Rather, the District may designate a different restroom or locker room facility for the objecting co-worker if available and reasonable.

#### **Dress Code**

Transgender and non-conforming gender individuals are entitled to dress as their affirmed gender within the District dress code. A transitioning employee's attire should remain professional and in conformance with required District dress code standards. Dress codes shall be applied to all employees equally.

#### **Discrimination/Harassment**



Complaints received regarding discrimination and/or harassment involving transgender or non-conforming gender individuals will be handled in the same manner as any other discrimination or harassment complaints. Procedure details are described in the District's Harassment Policy.

55.14 Contacting the Illinois Department of Human Rights: While we hope to be able to resolve any complaints of harassment within the Geneva Park District, we acknowledge your right to contact the Illinois Department of Human Rights (IDHR) at the James R. Thompson Center, 100 West Randolph Street, Suite 10-100, Chicago, Illinois 60601, about filing a formal complaint, and, if it determines that there is sufficient evidence of harassment to proceed further, it will file a complaint with the Illinois Human Rights Commission (HRC), located at the same address on the fifth floor. If the IDHR does not complete its investigation within 365 days, you may file a complaint directly with the HRC between the 365<sup>th</sup> and the 395<sup>th</sup> day.

55.15 Acknowledgement of Non-Discrimination And Anti-Harassment Policy

I have read and understand the Geneva Park District's Non-Discrimination And Anti-Harassment Policy, including the Transgender Rights Policy contained within it.

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Signature

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Date

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Printed Name

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Title

## **56.0 HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT POLICY**

### **56.01 Sample Park District Business Associate Agreement/Contract Amendment:**

This Amendment is entered into on this \_\_\_\_ day of \_\_\_\_, 2004 by and between PDRMA Health Program and the PDRMA Health Program staff as Plan Administrator, Geneva Park District (the “Covered Entity”) and 1) AFLAC and 2) Frank VanAelst and Associates (the “Business Associate”) to amend the Contract between Business Associate and Covered Entity.

WHEREAS Business Associate and Covered Entity have entered into a contract through which Business Associate provides payroll and auditing services to Covered Entity, and

WHEREAS the disclosure of certain individually identifiable health information will be regulated by the Department of Health and Human Services (DHHS) regulations, Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, Subparts A and E (the “Privacy Regulations”), under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) effective in April 2003 and as amended from time to time, and

WHEREAS Covered Entity may from time to time disclose to Business Associate certain individually identifiable protected health information (PROTECTED HEALTH INFORMATION) that is subject to protection under HIPAA,

WHEREAS Business Associate and Covered Entity desire that their contract complies with the applicable provisions of HIPAA,

NOW THEREFORE, for and in consideration of the premises and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between the parties hereto that the terms listed below are made a part of their contract and provide a full statement of their responsibilities.

#### **Definitions Generally**

Terms used, but not otherwise defined, have the same meaning as those terms are used in the Privacy Regulations.

#### **Term**

This Amendment shall become effective on the date entered into above and shall continue in effect until all obligations of the parties pursuant to the Contract and this Amendment have been met, unless terminated as provided in the “Termination” section of this Amendment.

#### **General**

Business Associate shall take all necessary actions consistent with HIPAA’s requirements to safeguard the PROTECTED HEALTH INFORMATION that Covered Entity discloses to Business Associate in connection with Business Associate’s duties under the Contract. Business Associate may not use or further disclose PROTECTED HEALTH INFORMATION in a manner that would violate HIPAA’s requirements if done by the Covered Entity.

**Obligations And Activities Of Business Associate**

Business Associate shall:

- a) Not use or further disclose the information other than as permitted or required by this Contract or as required by law.
- b) Use appropriate safeguards to prevent use or disclosure of PROTECTED HEALTH INFORMATION disclosed by the Covered Entity to Business Associate or obtained by the Business Associates as result of carrying out the services as contracted for by the Covered Entity other than as provided for by this Contract.
- c) Mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PROTECTED HEALTH INFORMATION by Business /Associate in violation of the requirements of this Contract.
- d) As soon as reasonably practicable, report to the Covered Entity any use or disclosure of the information not provided for by its contract of which it becomes aware.
- e) Document and maintain a log of such disclosures of PROTECTED HEALTH INFORMATION and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PROTECTED HEALTH INFORMATION and provide such information to Covered Entity or Individual, in time and manner as designated by Covered Entity.
- f) Make available PROTECTED HEALTH INFORMATION for amendment and incorporate any amendments to PROTECTED HEALTH INFORMATION in accordance with HIPAA.
- g) Make available the information required to provide an accounting of disclosures in accordance with HIPAA .
- h) Ensure that any agents or subcontractors to whom it provides PROTECTED HEALTH INFORMATION, received from or created/received by the Business Associate on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply to the Business Associate with respect to such PROTECTED HEALTH INFORMATION.
- i) Make its internal practices, books, and records relating to the use and disclosure of PROTECTED HEALTH INFORMATION received from, or created/received by Business Associate on behalf of Covered Entity available to the HHS Secretary for the purposes of determining Covered Entity's compliance with HIPAA. Business Associate shall immediately notify Covered Entity upon receipt or notice of any request by the Secretary to conduct an investigation with respect to PROTECTED HEALTH INFORMATION received from, or created/received by Business Associate on behalf of the Covered Entity.

**Uses & Disclosures for the Proper Management or Legal Responsibilities of the Business Associate**

Business Associate may, if necessary, use and disclose PROTECTED HEALTH INFORMATION for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate. However, in order to disclose PROTECTED HEALTH INFORMATION:

- a) The disclosure must be required by law; or
- b) Business Associate must obtain reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to their person; and
- c) The person must notify the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

**Minimum Necessary Representations**

Business Associate warrants and represents that all of its requests for disclosure of PROTECTED HEALTH INFORMATION will be the minimum necessary for the stated purpose to be accomplished. Additionally, Business Associate shall disclose to its subcontractors, agents or other third parties only the minimum PROTECTED HEALTH INFORMATION necessary to perform or fulfill a specific function required or permitted hereunder.

**Permissible Requests by Covered Entity**

Covered Entity shall not request Business Associate to use/disclose PROTECTED HEALTH INFORMATION in any manner that would not be permissible under HIPPA requirements.

**Data Aggregation Services**

Business Associate will provide data aggregation services relating to the payment and health care operations of the Covered Entity.

**Right to Audit**

Covered Entity and its representatives shall be entitled on ten (10) business days prior written notice to Business Associate, to audit Business Associate from time to time to verify Business Associate's compliance with the terms of this Contract. Covered Entity shall be entitled and enabled to inspect the records and other information relevant to Business Associate's compliance with the terms of this Contract shall conduct its review during normal business hours of Business Associate, and to the extent feasible, without unreasonably interfering with Business Associate's normal operations.

**Right to Cure**

Covered Entity hereby preserves the right to cure a breach by Business Associate. Neither Covered Entity's exercise of this right, nor its ability to cure the breach, shall affect Covered Entity's right to terminate the Contract or seek any other remedies.

**Data Ownership**

All PROTECTED HEALTH INFORMATION provided by, or created or received by, Business Associate in the performance of the Contract is the sole property of Covered Entity.

**Controlling Responses to Subpoenas**

Notwithstanding any other section of this Amendment, the parties hereby agree that Covered Entity will control responses to subpoenas or any other discovery requests or judicial or administrative order mandating that Business Associate disclose PROTECTED HEALTH INFORMATION that covered Entity has made available to Business Associate.

**Injunctive Relief**

Business Associate acknowledges that its disclosure of any PROTECTED HEALTH INFORMATION without Covered Entity's prior written consent (as demonstrated through this Contract or other written document) would cause continuing, substantial, and irreparable injury to Covered Entity and that Covered Entity's remedies at law for such disclosure will not be adequate. Accordingly, Business Associate agrees that Covered Entity shall be entitled to immediate injunctive relief against the breach or threatened breach of the foregoing undertakings by Business Associate, and that such rights shall be in addition to, and not in limitation of, any other rights or remedies to which Covered Entity may be entitled at law or equity.

**Security**

In performing its obligations under the Contract, Business Associate agrees that Business Associate, its employees, agents, subcontractors, and any other individual permitted by Business Associate to access any computer system, network, file, data or software owned by, or licensed to, Covered Entity shall use all reasonable security practices and shall take all reasonable security measures necessary to protect the security of all such computer systems, networks, files, data, and software.

**No Third-Party Beneficiaries**

Nothing express or implied in this Contract is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors or assigns of the parties, any rights, remedies, obligations or liabilities whatsoever.

**Notices**

Any notices to be given hereunder to a party shall be made via U.S. Mail or express courier to such party's address given below, and/or (other than for the delivery of fees) via facsimile to the facsimile telephone numbers listed below.

If to Business Associate, to:

AFLAC

Attention: Frank VanAelst

Fax: 630-232-2844

If to Covered Entity, to:

Geneva Park District

Attention: Privacy Officer

Fax: 630-232-4569

Each party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner hereinabove provided.

**Compliance with Laws**

Business Associate shall comply with all applicable federal, state and local laws, rules, and regulations, including, without limitation, the requirements of the Privacy Regulation. Business Associate agrees to comply with all Privacy Regulation requirements applicable to Business Associate as a covered entity and/or a business associate of Covered Entity.”

**Termination**

Covered Entity may terminate the Contract without penalty or recourse to Covered Entity if Covered Entity determines that Business Associate has violated a material term of the Contract.

At termination of the Contract, Business Associate shall return all PROTECTED HEALTH INFORMATION received from or created or received by the Business Associate on behalf of the Covered Entity that the Business Associate still maintains in any form and retain no copies of such information. If such return or destruction is not feasible, the Business Associate must continue to protect such PROTECTED HEALTH INFORMATION in accordance with the Contract and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

**Further Assurances**

In order to ensure that this Contract is consistent with HIPAA, Business Associate agrees that this Contract

may be amended from time to time upon written notice from Covered Entity to Business Associate as the revisions required, to make this Contract consistent with HIPAA.

**Survival**

The provisions of this Amendment shall survive termination of the Contract.

**Interpretation**

Any ambiguity in this Contract shall be resolved in favor of a meaning that permits Covered Entity to comply with HIPAA requirements.

**Other Terms**

With the exception of the terms and conditions set forth in this Amendment, all other terms and conditions of the Contract shall remain unaltered and in full force and effect.

**Conflict**

If there is any conflict between the terms of this Amendment and the Contract, this Amendment shall govern.

**Indemnification**

Business Associate agrees to indemnify the Covered Entity and hold the Covered Entity harmless against any and all amounts and expenses (including reasonable attorneys' fees and court costs) for which Covered Entity may become liable resulting from or arising out of negligent, fraudulent or criminal acts of Business Associate's employees, either acting alone or in collusion with others.

IN WITNESS WHEREOF, the undersigned have executed this Contract/Amendment as of the day and year first written above.

PDRMA Health Program

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

56.02 Notice of Privacy Policies for PDRMA and AFLAC:

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE  
USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION.  
PLEASE REVIEW IT CAREFULLY. IF YOU HAVE ANY QUESTIONS,  
PLEASE CONTACT THE SUPERINTENDENT OF FINANCE AND PERSONNEL.

56.02.01 Introduction:

This Notice applies to PDRMA Health Insurance and AFLAC Insurance. For convenience, the

Notice uses the term “Plan.” To the extent that any of these benefits are provided through an insurance company, you may receive a separate notice regarding the privacy practices from that particular insurer.

The Plan is required by law to maintain the privacy of participants’ protected health information and to provide participants with notice of its legal duties and privacy practices regarding protected health information.

Your health information is highly personal, and the Plan is committed to safeguarding your privacy. Please read this Notice of Privacy Practices thoroughly. For Plan administration purposes, the Plan (and various outside service providers hired by the Plan) creates records (such as records of health claims), and this Notice applies to all such records. Other notices and practices may apply to records created or maintained by your doctor or other health care provider.

This Notice summarizes the main provisions of the Plan document governing how the Plan may use and disclose your protected health information for:

- your treatment,
- payment of your claims,
- health care operations functions of the Plan, and
- other uses and disclosures of such information allowed by law.

It also describes the Plan provisions related to your ability to access and control the use and disclosure of your protected health information.

The Plan must abide by the terms of this Notice of Privacy Practices as currently in effect. The terms of this Notice may change and new notice provisions effective for all protected health information held by or on behalf of the Plan may be added. In the event of a change to this Notice of Privacy Practices, written information will be given to all employees involved in the PDRMA Health Insurance and/or AFLAC Insurance.

**56.02.02 Protected Health Information May Be Used or Disclosed for Plan Administration:**  
When you or your dependents enrolled in the Plan, you acknowledged your consent to the uses and disclosures of your protected health information described in this section to assist in Plan administration **[verify with CLIENT]**. Not every possible use or disclosure is listed, but all of the ways your information may be disclosed for Plan administration fall into three categories: (i) treatment, (ii) payment, and (iii) health care operations.

#### **Treatment**

Your protected health information may be used or disclosed to carry out medical treatment or services by health care providers. For example, in carrying out treatment functions, the Plan (or service providers acting on behalf of the Plan, such as a pharmacy benefit manager) could use or disclose your protected health information to protect you from receiving inappropriate medications or share information about prior prescriptions if a newly prescribed drug could cause problems for you. The Plan also may share information about prior treatment with a health care provider who needs such information to treat you or your family properly.

#### **Payment**



Your protected health information may be used or disclosed to determine your eligibility for Plan benefits, to coordinate coverage between this Plan and another plan, and to facilitate payment for services you receive. For example, your information may be shared with an outside vendor that the Plan has hired to review utilization of services or medications, or with an outside company hired to help the Plan ensure that it is properly reimbursed if a third party is responsible for medical costs the Plan would otherwise pay.

#### **Health Care Operations**

Your protected health information may be used for various administrative purposes that are called “health care operations” of the Plan. For example, your information might be included as part of an audit designed to ensure that the Plan’s outside claims administrator is performing its job as well as it should for the Plan. And your information, along with that of all other participants, may be used each year to set appropriate premiums for the Plan or to help secure insurance that is needed to protect the Plan or Plan sponsor financially.

#### **Disclosures for Payment, Treatment and Health Care Operations**

As you can see, the Plan often relies on outside service providers to handle important administrative tasks on behalf of the Plan. When these tasks involve the use or disclosure of protected health information, the Plan is permitted to share your information with these outside providers (for example, the companies that may process claims for benefits under the Plan or administer your prescription drug benefits under the Plan). Whenever an arrangement between the Plan and a third party business associate involves the use or disclosure of your protected health information, that business associate will be required to keep your information confidential.

The Plan also may share your information with the Plan sponsor. For instance, the Plan may disclose whether you are participating in, enrolled in or disenrolled in the Plan. Generally, the Plan sponsor may use the information to carry out its Plan administrative functions. The Plan sponsor has agreed to prevent unauthorized use or disclosure of the information and to limit the employees who have access to such information. In no event may the Plan sponsor use the protected health information it receives from the Plan to make any employment-related decisions.

#### **56.02.03 Additional Uses and Disclosures Allowed by Law:**

Federal law on health record privacy also allows covered health care entities, including our Plan, to use and disclose protected health information without obtaining written authorization in the following circumstances:

- As authorized by and to the extent necessary to comply with workers’ compensation or similar laws.
- If the use or disclosure is required by federal, state or local law;
- For judicial and administrative proceedings, such as lawsuits or other disputes in response to a court order or subpoena; and
- For public health activities, such as preventing or controlling disease and reporting reactions to medications.

Several other uses and disclosures are unlikely to affect the Plan, but are allowed under law:

- To government agencies for victims of abuse, neglect or domestic violence;
- For health oversight activities, such as audits, investigations, inspections and licensure;
- For law enforcement purposes, such as responding to a court order or subpoena, identifying a suspect or a missing person, or providing information about a crime victim or criminal conduct;
- To coroners and medical examiners for identification of or to determine a cause of death of deceased persons or as otherwise authorized by law;
- To funeral directors as necessary to carry out their duties;
- To an organ procurement organization or entity for organ, eye or tissue donation purposes;
- For certain research purposes, or to avert a serious threat to health or safety of a person or the public; and
- Under specialized government functions that warrant the use and disclosure of protected health information. These government functions may include military and veterans' activities, national security and intelligence activities, and protective services for the President and others. Information also may be disclosed to correctional institutions and other law enforcement officials with lawful custody of an inmate or other person.

56.02.04 Other Protections You May Have Under State Laws:

State insurance laws and other laws may give you greater rights than those secured under federal law (which our Plan already follows). These state laws may not apply to all benefit programs under the Plan. However, when the Plan Administrator becomes aware of state laws that offer you greater rights to protect your information, you will be notified within a reasonable time and told how the state laws affect you.

56.02.05 No Other Uses or Disclosures Without Your Authorization:

Other than the uses and disclosures described in this Notice, the Plan may not disclose your protected health information or make any other use of it without your written authorization.

56.02.06 You May Request Restrictions:

You will be able to request restrictions on certain uses and disclosures of your protected health information to carry out treatment, payment or health care operations functions as described in this Notice. For example, you may ask that the Plan not disclose information regarding your health to your spouse or children. The Plan is not required to agree to the requested restriction. But if the Plan does agree to honor your request, it will not use or disclose your information in the way you specified unless it is needed to provide emergency treatment. If the Plan discloses restricted information due to an emergency, the Plan will request assurances from the service provider that it will not further disclose your restricted information.

Please note that if the Department of Health and Human Services requests any of your restricted health information during an investigation of the Plan, the Plan must disclose the information even though it is restricted. Additionally, if the disclosure is of the type where your authorization is not required and you would not otherwise be given an opportunity to object to the disclosure, the Plan

may disclose the restricted information.

You may make your requests to restrict the use and disclosure of your protected health information by writing to the Superintendent of Finance & Personnel. Your request must state the specific restriction requested and to whom you want the restriction to apply.

If you would like to remove a restriction, write to **Superintendent of Finance & Personnel**. Your request must state the specific restriction to be removed. If you orally inform the Plan of your desire to remove the restriction, the Plan may terminate the restriction if it documents your request. Additionally, the Plan may remove a restriction without your consent on a going-forward basis, which means that previously restricted information would remain restricted, but new information would not be subject to the restriction.

**56.02.07 You May Receive Confidential Communications:**

In certain circumstances, you may ask to receive confidential communications of protected health information by other means or at different locations. For example, you may request that the Plan contact you regarding a specific aspect of your health only at your work telephone number or address. The Plan will accommodate reasonable requests that clearly state, in writing, that the disclosure of all or part of your protected health information could endanger you. You may make your requests for communication by other means by writing to the Superintendent of Finance & Personnel.

**56.02.08 You May Access Your Protected Health Information:**

You will be able to inspect and copy your protected health information as long as it is maintained by the Plan or on behalf of the Plan, as described in this Notice. This ability would not apply to certain narrow types of information—psychotherapy notes; information that may be used in a civil, criminal, or administrative action or proceeding; and information that is not part of the records maintained by or on behalf of the Plan.

Generally, your information will be provided to you in a form regularly maintained by the Plan. If you consent, the Plan may provide a summary of or an explanation of your information that it holds instead of providing you access to the information.

**Requesting Access**

You must make your request for access to your information in writing to Plan Administrator by memo or email for either information dealing with the PDRMA Health Insurance Program or AFLAC Insurance.

The Plan Administrator will respond to your request within 30 days after its receipt if the information is maintained or accessible on-site or 60 days after receipt if the information is not maintained or accessible on-site. If additional time is needed, you will be notified in writing to explain the delay and to give you the date by which your response will be sent. In any event, the Plan Administrator will act on your request within 60 days after its receipt if the information is available on-site or 90 days after receipt if the information is not available on-site. You will receive written notification of the Plan's decision.

**Denial of Request for Access**

The Plan may deny your request for access to your protected health information under certain limited circumstances. Your request may be denied if:

- A licensed health care professional determines that your request is reasonably likely to endanger your or anyone else's life or physical safety.
- The information you request refers to another person, and a licensed health care professional determines that the access requested is reasonably likely to cause substantial harm to that person.
- The request is made by your personal representative and a licensed health care professional determines that providing access to your representative is reasonably likely to cause substantial harm to you or to another person.

In the event of a denial, the Plan will provide access to any part of the requested material that would not cause these problems.

**Requesting Review of Access Denial**

In most situations, you are entitled to request review of an access denial. In these instances, a health care professional that the Plan has chosen may review your protected health information. This person will not have been involved in the original decision to deny your request.

In certain limited cases, your request for access to your protected health information may be denied without giving you an opportunity to request review of that decision:

- The information that you seek to access is excepted from the right to access as described above.
- The information that you seek was created or obtained in the course of ongoing research.
- You are an inmate at a correctional institution and obtaining a copy of the information would risk the health, safety, security, custody or rehabilitation of you or of other inmates. The Plan will not provide your information if it would threaten the safety of any officer, employee or other person at the correctional institution who is responsible for transporting you.
- The information that you seek to access is contained in records protected by the Federal Privacy Act and the denial satisfies the requirements of that law.
- The information that you seek to access is obtained from someone other than a health care provider under a promise of confidentiality, and your access request would be reasonably likely to reveal the source of the information.

If your request for access to your information is denied and you will be able to request review of the denial, you may request review by writing to Sandy Burk, PDRMA Health Insurance PO Box 4320 Wheaton, IL 60189-4320 or Bill Williamson, AFLAC 1355 Remington Road Suite K Schaumburg, IL 60173. You will receive written notification of the decision on review within a reasonable time after you submit your request for review.

**Copying Fees**

You may be charged a reasonable fee to cover costs related to copying your information, preparation of an explanation or summary of the protected health information, and postage.

56.02.09 Amendment of Your Protected Health Information:

If the Plan is informed of an amendment to your protected health information, it will revise its records accordingly. Additionally, you will be able to have your protected health information amended, as described in this Notice, for as long as it is maintained by the Plan or on behalf of the Plan.

**Requesting Amendment**

You must make your request for amendment of your protected health information in writing to, PDRMA Health Insurance PO Box 4320 Wheaton, IL 60189-4320 or, AFLAC 1355 Remington Road Suite K Schaumburg, IL 60173. You must also provide a reason to support the requested amendment.

The Plan Administrator will respond to your request within 60 days after its receipt. If additional time is needed, you will be notified in writing to explain the delay and to give you the date by which your response will be sent. In any event, the Plan Administrator will act on your request within 90 days after its receipt.

**Grant of Request for Amendment**

If your request for amendment of your protected health information is granted, the Plan Administrator will make the appropriate amendment by identifying the records that are affected by the amendment and appending (or otherwise linking) the amendment to the original record. The Plan Administrator will notify you that the amendment has been made and request your permission to notify others of the amendment. These other individuals may include those you have identified to receive the amendment as well as individuals the Plan Administrator knows have the original protected health information and may have relied, or could foreseeably rely, on that information to your detriment.

**Denial of Request for Amendment**

Your request for amendment may be denied if:

- The Plan (or its service providers) did not create the information;
- The information is not part of the records maintained by or on behalf of the Plan;
- The information would not be available for your inspection (for one of the reasons described above); or
- The Plan Administrator determines that the information is accurate and complete without the amendment.

If your request for changes in your protected health information is denied, you will be notified in writing with the reason for the denial. You also will be informed of your right to submit a written statement disagreeing with the denial that is reasonable in length. A rebuttal statement to your statement of disagreement may be prepared by or on behalf of the Plan. You will be provided with any such rebuttal.

Your statement of disagreement and any corresponding rebuttal statement will be included with any subsequent disclosures of applicable information. If you do not file a statement of disagreement, the Plan must submit your request for amendment (or a summary of such request) with any disclosure of the applicable information.

56.02.10 Accountings of Disclosures of Your Protected Health Information:

Effective April 14, 2003, or later if permitted by federal law, if the Plan or its outside service providers disclose your protected health information to anyone besides you for reasons that you have not authorized (other than the “payment, treatment, and health care operations” described above), you will be able to receive information about such disclosures as described in this Notice. This information is called an “accounting.”

A few minor exceptions do apply. By law, no accountings are required for disclosures described in the “Additional Uses and Disclosures Allowed by Law” section above or for disclosures to persons involved in your care, for national security or intelligence purposes, for disclosures to correctional institutions or law enforcement officials, or disclosures that are part of a limited data set that contains no more information than: (i) your age or date of admission, discharge or death and (ii) your city, state, county, precinct or zip code.

**Requesting an Accounting**

You must make your request for an accounting of disclosures of your protected health information in writing to, PDRMA Health Insurance PO Box 4320 Wheaton, IL 60189-4320 or, AFLAC 1355 Remington Road Suite K Schaumburg, IL 60173.

Your request must specify a time period, which may not be longer than six years. (Remember, though, that information is available only for disclosures made on or after April 14, 2003, or later if permitted by federal law.) The Plan Administrator will respond to your request within 60 days after its receipt. If additional time is needed, you will be notified in writing to explain the delay and to give you the date by which your response will be sent. In any event, the Plan Administrator will act on your request within 90 days after its receipt.

For each disclosure, you will receive:

- the date of the disclosure;
- the name of the receiving entity and address, if known;
- a brief description of the protected health information disclosed; and
- a brief statement of the purpose of the disclosure or a written copy of the request for the information, if any.

**Accounting Fee**

In any given 12-month period, you may receive one accounting of the disclosures of your protected health information at no charge. Any additional request for an accounting during that period will be subject to a reasonable fee to cover the Plan’s costs in preparing the accounting.

56.02.11 Copy of Notice:

If this Notice is provided to you in electronic form or is posted at your place of employment, you may obtain a paper copy of this Notice of Privacy Practices upon request to the Superintendent of Finance & Personnel.

56.02.12 Complaints:

If you believe the Plan has violated your privacy rights, you may file a complaint with the Plan or with the Secretary of Health and Human Services. Complaints to the Plan should be filed in writing with, PDRMA Health Insurance PO Box 4320 Wheaton, IL 60189-4320 or, AFLAC 1355

Remington Road Suite K Schaumburg, IL 60173. You will not be penalized in any way for filing such a complaint.

**56.02.13 Additional Information:**

For further information regarding the issues covered by this Notice of Privacy Practices, please contact: the Superintendent of Finance and Personnel 630-262-2219.

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This Notice is a “summary of material modifications” (SMM) for PDRMA and AFLAC. It is intended to update your “summary plan description” (SPD) for the Plan. To the extent of these changes, this SMM takes precedence over your SPD. Both the SMM and the SPD describe the major provisions of the legal plan documents themselves. For an extra copy of the SPD, contact at PDRMA PO Box 4320 Wheaton, IL 60189-4320 or, AFLAC 1355 Remington Road Suite K Schaumburg, IL 60173. As always, you may inspect copies of the legal plan documents themselves during normal business hours by contacting the Superintendent of Finance and Personnel. PDRMA or AFLAC retains the right to terminate the Plan at any time and may amend and modify the Plan at any time.

**56.03 Plan Document Section 11 – Health Insurance Portability and Accountability Act (HIPAA)**

**Title I: Health Care Access Portability & Renewability**

Plan Document Amendment to Section 11: add the following

**Title II: Standards for Privacy of Individually Identifiable Information (Protected Health Information)**

This Section applies to the Plan only to the extent that the Health Program constitutes a “health plan” that uses or discloses “protected health information” (“PHI”) as those terms are defined in 45 CFR 160 and 164 (the “HIPAA Privacy Rules”). For purposes of this Section, terms defined in the HIPAA Privacy Rules but not in this Plan shall be interpreted and administered in accordance with those provisions. Hereinafter, the PDRMA Health Program is referred to as the Plan, PDRMA Health Program staff is referred to as the Plan Administrator, member agencies of the PDRMA Health Program as Plan Sponsors, covered employees and dependents as Individuals, and the duly authorized Third Party Administrator as the Claims Administrator.

**56.03.01 Disclosure of Summary Health Information:**

The Plan Administrator shall disclose to a Plan Sponsor summary health information (information that does not and could not be used to identify any individual) if the Plan Sponsor requests such information for the purpose of obtaining premium bids from vendors of health insurance coverage.

**56.03.02 Use and Disclosure of Protected Health Information (PHI):**

1. The Plan Administrator will use and disclose PHI (information that identifies or could identify an individual and is protected by the HIPAA Privacy Rules) in accordance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (referred to herein as the “HIPAA Privacy Rules”), including to the extent that it determines that:

- a. such use or disclosure is needed for the “payment” of Individual claims, the “treatment” of Individuals under the Plan, or the “health care operations” of the Plan, as such terms are defined in the HIPAA Privacy Rules;
  - b. such use or disclosure is required by law;
  - c. such use or disclosure has been authorized by the relevant Individual(s) in accordance with the HIPAA Privacy Rules; or
  - d. such use or disclosure is appropriate under the portions of the HIPAA Privacy Rules governing access to PHI, requests to amend PHI, and accounting of disclosures of PHI.
2. The Plan Administrator will disclose PHI to the Plan Sponsor only in accordance with the HIPAA Privacy Rules upon receipt of the Plan Sponsor’s certification that the Plan Sponsor will comply with the applicable requirements of the HIPAA Privacy Rules.
  3. Neither the Plan Administrator nor any health insurance issuer that provides benefits under the Plan will disclose any PHI to the Plan Sponsor unless the Individuals are provided with a notice of privacy practices stating that such disclosures may be made. The Plan shall be permitted to modify its privacy policy and notify Individuals of those modifications.
  - 4.
  5. The Plan Administrator will use PHI only to the extent and in accordance with the uses and disclosures permitted by the HIPAA Privacy Rules. Specifically, the Plan Administrator will use and disclose PHI for purposes related to health care treatment, payment for health care, and health care operations.

Payment includes activities undertaken by the Plan Administrator to obtain premiums or determine or fulfill its responsibility for coverage and provision of plan benefits that relate to an individual to whom health care is provided. These activities include, but are not limited to, the following:

- a. Determination of eligibility, coverage and cost sharing amounts (for example, cost of benefit plan maximums and copayments as determined for an Individual’s claim);
- b. Coordination of benefits;
- c. Adjudication of health benefit claims (including appeals and other payment disputes);
- d. Subrogation of health benefit claims;
- e. Establishing employee contributions;
- f. Risk adjusting amounts due based on enrollee health status and demographic characteristics;
- g. Billing, collection activities and related health care data processing;
- h. Claims management and related health care data processing, including auditing payments, investigating and resolving payment disputes and responding to Individual inquiries about payments;
- i. Obtaining payment under a contract for reinsurance (including stop-loss and excess of loss insurance);
- j. Medical necessity reviews or reviews of appropriateness of care or justification of charges;



- k. Utilization review, including precertification, preauthorization, concurrent review and retrospective review; and
- l. Subrogation and third-party reimbursement of the Plan.

Health Care Operations include, but are not limited to, the following activities:

- a. Quality assessment;
- b. Population-based activities relating to improving health or reducing health care costs, protocol development, case management and care coordination, disease management, contacting health care providers and patients with information about treatment alternatives and related functions;
- c. Rating provider and plan performance, including accreditation, certification, licensing or credentialing activities;
- d. Underwriting, premium rating and other activities related to the creation, renewal or replacement of a contract of health insurance or health benefits, and ceding, securing or placing a contract for reinsurance of risk relating to health care claims (including stop-loss insurance and excess of loss insurance);
- e. Conducting or arranging for medical review, legal services and auditing functions, including fraud and abuse detection and compliance programs;
- f. Business planning and development, such as conducting cost-management and planning-related analyses related to managing and operating the Plan, including formulary development and administration, development or improvement of payment methods or coverage policies;
- g. Business management and general administrative activities of the Plan, including, but not limited to:
  - (i) management activities relating to the implementation of and compliance with HIPAA's administrative simplification requirements;
  - (ii) customer service, including the provision of data analyses for policyholders, plan sponsors or other customers;
  - (iii) resolution of internal grievances; and
  - (iv) due diligence in connection with the sale or transfer of assets to a potential successor in interest if the potential successor in interest is a "covered entity" under HIPAA, or, following completion of the sale or transfer, will become a covered entity.

**56.03.03 The Plan Administrator Will Use and Disclose PHI Only as Required by Law and as Permitted by Authorization of the Individual or Beneficiary:**

With an authorization from an Individual, the Plan Administrator may disclose the Individual's PHI to the Plan Sponsor for purposes related to administration of pension plans, disability plans, reciprocal benefit plans, and other valid benefit programs.

**56.03.04 With Respect to PHI, the Plan Sponsor(s) Agrees to Certain Conditions:**

- 1. not use or further disclose PHI other than as permitted or required by the plan document or as required by law;
- 2. ensure that any agents, including any subcontractor to whom the Plan Sponsor provides PHI received from the Plan, enter into an agreement that signifies intent to comply with the same restrictions and conditions that apply to the Plan Sponsor with respect to PHI;

3. not use or disclose PHI for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Plan Sponsor unless authorized by the Individual;
4. not use or disclose PHI in connection with any other benefit or employee benefit plan of the Plan Sponsor unless authorized by the Individual;
5. report to the Plan's Privacy Official any PHI use or disclosure that is inconsistent with the uses or disclosures provided for which it becomes aware;
6. make PHI available to an Individual in accordance with HIPAA's access requirements;
7. make PHI available for amendment and incorporate any amendments to PHI in accordance with HIPAA; and
8. if feasible, return or destroy all PHI received from the Plan Administrator or Claims Administrator that the Plan Sponsor still maintains in any form, and retain no copies of such PHI when no longer needed for the purpose for which disclosure was made (or, if return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction infeasible).

**56.03.05 Adequate Separation Between the Plan and Plan Sponsor Must Be Maintained:**

In accordance with HIPAA, only the following Plan Administrator staff may be given access to PHI:

1. Benefits and Coverage Consultant
2. Health Risk Management Consultant
3. Eligibility and Underwriting Coordinator
4. Director of Finance and Programs
5. Other staff as designated by the Director of Finance and Programs, as may be necessary to administer the Plan

**56.03.06 Limitations on PHI Access and Disclosure:**

The persons described in Subsection E may have access to and use and disclose PHI only for plan administration functions that the Plan Administrator performs for the Plan Sponsors.

**56.03.07 Privacy Official:**

The Privacy Officer of the Plan as appointed by the Plan Administrator shall be responsible for:

1. development and implementation of the Plan's privacy policy (as provided in the HIPAA Privacy Rules) and administrative procedures;
2. receiving Individual complaints and responding to Individual requests for additional information about such policies and procedures; and
3. receiving reports from Plan Sponsors regarding any PHI use or disclosure of which they become aware that is inconsistent with the permitted uses or disclosures.

**56.03.08 Minimum Necessary:**

In no event shall the use or disclosure of PHI by the Plan Administrator exceed the scope reasonably determined by the Plan Administrator to be the minimum use or disclosure necessary for the intended purposes of the use or disclosure. Disclosures made on a routine and recurring basis will be made pursuant to standard policies and procedures that limit the disclosure to the minimum necessary. All other disclosures will be reviewed on an individual basis to ensure that the disclosure is limited to the information reasonably necessary to accomplish the purpose of the

request. To the extent allowed by the HIPAA Privacy Rules, the Plan Administrator may rely on a requested disclosure as the minimum disclosure necessary.

56.03.09 Legal Standards:

1. Right to Revise Policy and Notice. To the fullest extent allowed by the HIPAA Privacy Rules, the Plan Administrator shall be permitted to modify its privacy policy and notify Individuals of those modifications.
2. More Stringent State Law. This Plan shall be administered and interpreted to comply with any applicable state law, except to the extent that such state law is preempted by HIPAA.
3. Cooperate with the Department of Health and Human Services (HHS). The Plan Administrator shall disclose PHI, and its internal practices, books, and records, as required, to HHS for purposes of investigating or determining compliance with the HIPAA Privacy Rules and the underlying statutory provisions which they interpret.

56.03.10 Noncompliance Issues:

If any of the persons described in Subsection E do not comply with the provisions of this Section IX, the Plan Administrator or the Plan Sponsor shall provide a mechanism for resolving issues of noncompliance, including disciplinary sanctions up to and including discharge as stated in the Personnel Policies of the Plan Administrator or Plan Sponsor relative to disciplinary and termination procedures.

56.03.11 Access and Copying of PHI:

1. Access. An Individual's access to Individual PHI shall be governed by this Subsection K and 45 CFR 164.524. This section applies to an Individual's PHI that is maintained by the Plan Administrator or Claims Administrator, except: psychotherapy notes; information compiled with a reasonable anticipation of, or for use in, a civil, criminal or administrative proceeding; and information that is not part of a "designated record set" as defined in the HIPAA Privacy Rules.
2. Administration of Written Requests. An Individual may request access to his or her own PHI using forms and procedures established by the Plan Administrator or Claims Administrator, as applicable. Such request may also be made by a personal representative (as described in the HIPAA Privacy Rules) of the Individual, in which case the provisions of this Subsection K will apply to the personal representative as if he or she were the Individual.
  - a. If the requested PHI is maintained or accessible to the Plan Administrator or Claims Administrator on site, the Plan Administrator or Claims Administrator will grant or deny the request in writing within 30 days of its receipt of the request, unless it is unable to do so and during that 30-day period provides the Individual with a written statement of the reasons for the delay and the date on which the Plan Administrator or Claims Administrator will grant or deny the request. In no event will this extension period exceed 30 days.
  - b. If the requested information is not maintained or accessible to the Plan Administrator or Claims Administrator on-site, the Plan Administrator will grant or deny the request in writing within 60 days of receipt of the request, unless it is unable to do so and during that 60-day period provides the Individual with a written statement of the reasons for the delay and the date on which the Plan Administrator or Claims Administrator will grant or deny the request. In no event will this extension period exceed 30 days.

3. Request Granted. If the Plan Administrator or Claims Administrator grants an Individual's request to either inspect PHI or copy it, or both, the Plan Administrator or Claims Administrator will give the Individual such access to the PHI requested. If the PHI is requested in a format in which the PHI can be readily produced, then the PHI will be produced in that requested format. If the PHI cannot be readily produced in the requested format (as determined by the Plan Administrator or Claims Administrator), the Plan Administrator or Claims Administrator may provide it in readable hard copy ~~format~~format, or some other form agreed to by the Plan Administrator or Claims Administrator and the Individual. Alternatively, the Plan Administrator or Claims Administrator may provide the Individual with a summary or explanation of the requested PHI if the Individual agrees in advance to the summary or explanation format and the fee (if any) imposed for such summary or explanation. The Plan Administrator or Claims Administrator will arrange for access to the requested PHI to take place within the time periods described in Subsection K. 2) The Plan Administrator or Claims Administrator will arrange a time and place for the Individual to obtain a copy of the PHI or will mail a copy of the PHI, at the Individual's request. The Plan Administrator or Claims Administrator may impose a reasonable, cost-based fee for providing requested PHI if the fee includes only the cost for copying (both the supplies and labor), postage (if mailing of PHI is requested), and preparation of summaries or explanations (if agreed to as provided above).
4. Request Denied. The Plan Administrator or Claims Administrator may deny an Individual's request and such denial will be considered final in the following cases: (A) the PHI is excepted from the right of access as specified in subparagraph 1) above; (B) the PHI is created or obtained in the course of ongoing research as described in the HIPAA Privacy Rules; (C) the PHI is contained in records subject to the Federal Privacy Act and may be denied under that Act; or (D) the PHI was obtained from someone other than a health care provider under a promise of confidentiality and access would be reasonably likely to reveal the source of the information.
- a. The Plan Administrator or Claims Administrator may deny an Individual's request for access to PHI, provided that the Individual is allowed to have such denial reviewed, if a licensed health care professional, in the exercise of professional judgment, has determined that the access requested is: (A) reasonably likely to endanger the life or physical safety of the Individual or another person; (B) reasonably likely, if the PHI refers to another person, to cause substantial harm to that person; or (C) reasonably likely, if the access is requested by an Individual's personal representative, to cause substantial harm to the Individual or another person.
  - b. If the Plan Administrator or Claims Administrator partially denies an Individual's request for access to certain PHI under Subsection K. 4) a. above, the Plan Administrator or Claims Administrator will make other PHI requested available to Individual. Additionally, if a request for PHI is denied (in whole or in part), the Plan Administrator or Claims Administrator will provide the Individual with a timely denial written in plain language and containing the basis for the denial; a statement of the Individual's review of denial rights (if applicable); and a description of how the Individual may submit a complaint. If the Plan Administrator or Claims Administrator does not maintain the PHI requested, but knows where it is maintained, the Plan Administrator or Claims Administrator must inform the Individual where the request should be directed.

- c. If an Individual's request for access is denied under Subsection K.4) a. above, the Individual may request to have the denial reviewed by a licensed health care professional which the Plan Administrator or a Claims Administrator has designated as the reviewing official and who did not participate in the original decision to deny the request. The Plan Administrator or Claims Administrator will promptly refer the request for review to the designated reviewing official, who will then determine whether or not to deny the access requested based on the acceptable grounds for denial described in Subsection K. 4). The Plan Administrator or Claims Administrator will promptly provide written notice to the Individual of that determination and take action necessary to carry out this determination.

56.03.12 Amending PHI:

1. Ability to Amend. An Individual's ability to amend his or her PHI shall be governed by this Subsection L and 45 CFR 164.526. This section applies to an Individual's PHI that is maintained by the Claims Administrator or Plan Administrator, except: psychotherapy notes; information compiled with a reasonable anticipation of, or for use in, a civil, criminal or administrative proceeding; or information that is not part of a "designated record set" as defined in the HIPAA Privacy Rules.
2. Requests for Amendment and Plan Response. An Individual may request an amendment in writing, using forms and procedures established by the Plan Administrator or Claims Administrator, as applicable, if such request is supported by a reason to amend. Such request may also be made by a personal representative of the Individual, in which case the provisions of this Subsection L will apply to the personal representative as if he or she were the Individual. The Plan Administrator or Claims Administrator will act on the written request no later than 60 days after receipt of such request. If the Plan Administrator or Claims Administrator is unable to act within this time, it may extend the period for up to 30 days by providing the Individual with a written statement of the reason for the delay and the date by which the Plan Administrator or Claims Administrator will complete its action on the request.
3. Amendment Granted. If the Plan Administrator or Claims Administrator grants the requested amendment (in whole or in part), it must make the appropriate amendment to the PHI or pertinent record. Such amendment will identify the affected PHI or records and append or otherwise provide a link to the location of the amendment. The Plan Administrator or Claims Administrator must also timely inform the Individual that the amendment is accepted and obtain the Individual's agreement to inform: (A) those identified by the Individual as having received the PHI and needing the amendment, and (B) those known by the Plan Administrator or Claims Administrator to have received the PHI and that may foreseeably rely on the PHI to the detriment of the Individual.
4. Amendment Denied.
  - a. Reasons for Denial. The Plan Administrator or Claims Administrator may deny a request for amendment if the PHI: (A) was not created by, or on behalf of, the Plan (unless the Individual provides a reasonable basis to believe that the originator of the PHI is no longer available to act on the requested amendment); (B) is not part of a "designated record set" as defined in the HIPAA Privacy Rules; (C) would not be available for Individual access under Subsection K; or (D) is accurate and complete without the amendment.

- b. Notice of Denial. If the Plan Administrator or Claims Administrator denies the request for amendment, it will send the Individual a denial written in plain language that contains a statement about: (A) the basis for the denial; (B) the Individual's right to submit a written statement disagreeing with the denial and how such statement may be filed; (C) how, if a statement of disagreement is not filed, the Individual may request that the Plan Administrator or Claims Administrator include the request for amendment and the denial with any future disclosures of the PHI which is the subject of the requested amendment; and (D) a description of the complaint procedures, including name or title and telephone number of the designated contact person or office.
- c. Statement of Disagreement. If an Individual request for amendment is denied, the Individual may file a written statement of disagreement. Such statement must be a reasonable length and must be filed using forms and procedures established by the Plan Administrator or Claims Administrator.
- d. Rebuttal Statement. Whenever an Individual submits a statement of disagreement under Subsection L.4) c., the Plan Administrator or Claims Administrator may prepare a written rebuttal to that statement. The Plan Administrator or Claims Administrator will provide a copy of that rebuttal to the affected Individual.
- e. Future Disclosures. The Plan Administrator or Claims Administrator will identify the PHI and append or otherwise link the amendment, denial, statement of disagreement, and rebuttal to the relevant records. The Plan Administrator or Claims Administrator will include such information, or an accurate summary of such information, with all future disclosures of the PHI if the Individual submitted a statement of disagreement. If the disclosure is made using a standard transaction that does not permit the material to be included with the disclosure, the Plan Administrator or Claims Administrator may transmit the material separately. If the Individual does not submit a statement of disagreement, the Plan Administrator or Claims Administrator will include the request for amendment and denial with future disclosures only if the Individual makes such a request. If the Plan Administrator or Claims Administrator receives notice from another "covered entity" as defined in the HIPAA Privacy Rules about an amendment to an Individual's PHI, the Plan Administrator or Claims Administrator must amend the PHI accordingly.

56.03.13 Accounting for Disclosures of PHI:

1. Accounting of Disclosures. An Individual's ability to receive an accounting of disclosures of his or her PHI is governed by this Subsection M and 45 CFR 165.528. An Individual may request an accounting of disclosures of PHI made by the Plan Administrator or Claims Administrator for any period less than six years prior to the date of the request unless the disclosure was: (A) to carry out treatment, payment and health care operations as provided in Subsection B. 1. b.; (B) to the Individual; (C) to persons involved in the Individual's care or for other notification purposes provided for in the HIPAA Privacy Rules; (D) for national security or intelligence purposes; (E) to correctional institutions or law enforcement officials; or (E) made prior to April 14, 2003 or such later date that may be determined by HHS. A request for an accounting of disclosures of an Individual's PHI may also be made by a personal representative of the Individual, in which case the provisions of this Subsection M. will apply to the personal representative as if he or she were the Individual.
2. Temporary Suspension. The Plan Administrator or Claims Administrator may temporarily suspend an Individual's ability to receive an accounting of disclosures made to a health oversight agency or law enforcement official if the accounting would be reasonably likely to impede the agency's or official's activities. The ability may only be suspended if the relevant agency or official provides the Plan Administrator or Claims Administrator with a written or oral statement specifying such impediment and the time for which the suspension is required. If this statement is an oral statement, the Plan Administrator or Claims Administrator will document the oral statement, including the identity of the agency or official making the statement; temporarily suspend the right to an accounting subject to the statement; and limit the suspension to no more than 30 days from the date of the oral statement unless a written statement is submitted during that time period.
3. Content of the Accounting. The Plan Administrator or Claims Administrator will upon request provide a written accounting of disclosures of PHI for any period of less than six years prior to the date of the request. For each disclosure made, the written accounting will include: the date of disclosure; the name and address of the recipient of the PHI; a brief description of the PHI disclosed; and the purpose of the disclosure. (In lieu of a description of the purpose of the disclosure, the Plan Administrator may provide a copy of the Individual's written authorization as permitted under the HIPAA Privacy Rules, or a copy of the written request for a disclosure pursuant to an HHS investigation or as permitted by the HIPAA Privacy Rules.) If the Plan Administrator or Claims Administrator makes multiple disclosures of PHI to the same person or entity for a single purpose, the accounting prepared by the Plan Administrator or Claims Administrator need only include complete information for the first disclosure, and the frequency or number, including the date of the last such disclosure, for subsequent disclosures.



4. Administrative Requirements. The Plan Administrator or Claims Administrator must act on the Individual's request for an accounting no later than 60 days after the receipt of such request. The Plan Administrator or Claims Administrator may extend this period for up to 30 additional days if it provides the Individual with a written statement of the reason for the delay and the date by which the accounting will be provided. The first accounting requested in any twelve-month period will be provided free of charge, but each subsequent request made within that same period will be charged a cost-based fee for completing the requested accounting. The Plan Administrator or Claims Administrator will inform the Individual of such fee in advance and provide the Individual the opportunity to withdraw or modify the request for a subsequent accounting.

#### 56.04 HIPPA Privacy Procedures:

##### 56.04.01 Geneva Park District Privacy Staff:

The Privacy Program Staff consists of the following Geneva Park District employees:

- Director
- Superintendent of Finance and Personnel
- Superintendent of Recreation
- Superintendent of Parks and Properties
- Manager of Natural Resources
- Office Manager
- Assistant Office Manager
- Administrative Assistant

All permanent staff will be trained on the policies and procedures regarding Protected Health Information and will be required to sign a Confidentiality Agreement attesting to completion of training and agreeing to uphold the policies and procedures regarding compliance with HIPAA's privacy regulations. All will be made aware of the disciplinary action that may be taken if action is taken that is not in compliance with these policies and procedures.

These positions include the Geneva Park District staff as identified above as well as other program staff to assure privacy compliance in situations where PHI might be inadvertently accessible when sharing printer or fax equipment.

##### 56.04.02 Uses And Disclosures Of Protected Health Information (PHI):

In general, Geneva Park District staff may use or disclose PHI that is required for treatment, payment or operation (TPO) of the Program without obtaining an individual's signature on the appropriate authorization form approved for use by the PDRMA Health Program. Uses or disclosure of PHI must be confined to the minimum necessary to complete an activity related to the treatment, payment or operation of the Health Program.

It is necessary to obtain an individual's authorization before using or disclosing PHI under certain circumstances, including the following:

1. To use or disclose psychotherapy notes to carry out TPO. Psychotherapy notes include only actual discussions with the patient that are kept separate from all other information. (Most

information necessary to process a claim for mental health benefits may be used and disclosed without consent or authorization.)

2. To obtain information from one health care provider to determine claim payment for services provided by another provider.
3. To use PHI for employment-related purposes, such as a return-to-work examination, drug testing, workers comp claims, disciplinary actions, etc.
4. To use or disclose PHI for purposes related to administering benefit plans other than the health plan. For example, an employer must obtain an individual authorization to use PHI in determining whether an individual is entitled to a disability benefit from a pension plan.
  - 1) To obtain health information from a health care provider to administer its obligations under the Americans with Disabilities Act (ADA).
  - 2) To obtain medical certification of the need for leave, additional certifications and fitness-for-duty certifications at the end of a leave under the FMLA.

#### 56.04.03 Handling And Storage Of PHI:

##### General Areas

The worksite of the Geneva Park District Privacy Program staff will be located in an area containing offices and a general work area. The designated work area will encourage a traffic pattern that will consist primarily of Privacy Program staff but traffic may also include non-Privacy Program staff of the Geneva Park District organization.

##### Fax Machine and Printer Handling

The fax machine(s) and printer(s) located in the Geneva Park District's general work area shall be used to send or receive PHI. Their presentation will be in a face-down position. Privacy staff will routinely pick up documents that are present in the fax receiving tray or printer tray and deliver them to the in-box of the appropriate party in a face-down position. Care will be taken that no documents are left in receiving trays overnight. Fax machine will be turned off at the end of the ~~work day~~ workday to prevent delivery of PHI until Geneva Park District privacy staff is present.

A Confidential Fax Coversheet as approved by the PDRMA Health Program will be used when sending PHI. Highly sensitive health information such as that dealing with mental health, chemical dependency, sexually transmitted disease, HIV or other highly personal information will not be routinely sent via fax transmission unless an urgent situation dictates its necessity. Care will be taken that the document will not be left unattended during the faxing process and that arrangements have been made for the receiving party to be on hand to receive the document when the fax transmission is completed.

##### File Storage

Files in the general work area that contain PHI will be kept locked at all times and key access will be controlled.<sup>1</sup>

##### Office Areas

Files in the offices of the Geneva Park District staff containing PHI will be locked at the end of each day; key access will be controlled.<sup>1</sup>

When the office is unoccupied intermittently throughout the day, documents containing PHI or computer screens containing PHI will not be left in plain view to prevent accidental notice by a passerby.

#### Telephone Calls

Telephone calls in which PHI is discussed will be transacted in the offices of privacy staff whenever possible. Care will be taken to close doors when appropriate or move to a private area when appropriate.

Key access: the following Geneva Park District privacy staff positions will maintain keys to all locked files:

- Superintendent of Finance and Personnel
- Office Manager
- Assistant Office Manager
- Administrative Assistant

Access to these keys may be granted by any of the principal staff positions named above to any Geneva Park District support positions who have been trained and have signed a Confidentiality Agreement.

#### Mail Handling

Incoming mail for the Geneva Park District will be opened by the Office Secretary or Assistant Office Manager.

#### Disposal of PHI

PHI may not be placed in recycling bins and may only be discarded in waste baskets located in the offices of the principal PDRMA Health Program staff. Discarded materials will be shredded at the end of each day or placed in a locked drawer until practical to shred.

#### 56.04.04 Employee Requests To Authorize Or Restrict Disclosures; Inspect, Copy And Amend PHI; Restrict Disclosures:

All such requests by employees should be made to the PDRMA Health Program by phone or in writing. Upon receipt of the request, the PDRMA Health Program will mail the appropriate request form to the employee. After the completed form is returned to PDRMA, it will be sent to the claims administrator.

The claims administrator will comply with the request and provide acknowledgement to the employee and PDRMA. If copies of PHI materials are requested, it will be sent directly to the employee; however, PDRMA will receive an acknowledgement of the action taken.

The PDRMA Health Program will keep a record of any such requests and will comply with disclosure restrictions.

#### 56.04.05 Training:

Training on policies and procedures regarding the handling of PHI will be conducted for PDRMA's entire "workforce" in a manner consistent with the HIPAA regulations. Training will be documented via the Confidentiality Agreement process.

Initial training will be completed by April 14, 2003. All new hires will receive such training within 10 working days of the date of hire.

In the event of material changes in the privacy policies and procedures, additional training will be provided to the workforce within 30 days of the effective date of the change. Retraining will be conducted as deemed appropriate by the Privacy Officer.

56.05

### HIPAA COMPLIANCE CHECKLIST

("NO" indicates that the function will be provided by the PDRMA Health Program on behalf of its member agencies.)

| STEP 1: PRIVACY OFFICIAL   | HEALTH PROGRAM MEMBERS | HEALTH PROGRAM MEMBERS W/ADDT'L PLANS | NON-HEALTH PROGRAM MEMBERS |
|--|------------------------|---------------------------------------|----------------------------|
| a.)<br>Appoint a Privacy Official  | NO                     | For addt'l. plans only                | YES                        |
| <b>STEP 2: POLICIES AND PROCEDURES</b>   |                        |                                       |                            |
| a.)<br>Identify employees, volunteers, trainees and others who have any access to PHI and whose conduct, in the performance of work is under the direct control of the Agency whether they are paid by the covered entity or not.  | YES                    | YES                                   | YES                        |
| b.)<br>Identify all areas where PHI is handled or stored (e.g., human resources, accounting/finance, legal, IT, mailroom, office manager, etc.).   | YES                    | YES                                   | YES                        |
| c.)<br>Define the procedure by which employees will be able to inspect and copy, amend, restrict uses and disclosures and obtain an accounting of disclosures by means of HIPAA Privacy approved forms:<br><ul style="list-style-type: none"> <li>- Authorization Form</li> <li>- Request to Inspect Health Information</li> <li>- Response to Inspection Request</li> <li>- Request to Correct/Amend Records</li> <li>- Response to Request to Correct/Amend</li> <li>- Request Not to Disclose Health Information</li> </ul> | NO                     | NO                                    | YES                        |
| d.)<br>Develop an Agency HIPAA Privacy Compliance Procedure that incorporates a), b), and c) above.  | YES                    | YES                                   | YES                        |
| e.)<br>Amend Personnel Policies to establish disciplinary action for violation of Agency HIPAA Privacy Compliance Procedures.  | YES                    | YES                                   | YES                        |
| f.)<br>Develop a plan for training employees identified in a.) above and new hires as needed.  | YES/<br>NO             | NO                                    | YES                        |
| g.)<br>Create documentation of training by having employees sign a Confidentiality Agreement following training.   | YES                    | YES                                   | YES                        |

| STEP 3: BUSINESS ASSOCIATE AGREEMENTS | HEALTH PROGRAM MEMBERS | HEALTH PROGRAM MEMBERS W/ADDT'L PLANS | NON-HEALTH PROGRAM MEMBERS |
|---------------------------------------|------------------------|---------------------------------------|----------------------------|
| a.)                                   |                        |                                       |                            |

|  |     |                        |     |
|--|-----|------------------------|-----|
| Develop a list of vendors and outside consultants whose work for you requires the use of PHI and their contract dates.   | NO  | For addt'l. plans only | YES |
| <b>b.)</b><br>Using the contract dates, determine which of the above require you to enter into a Business Associate Agreement immediately (contract signed or modified since 10/15/02) and which can be delayed until the next contract period (signed or modified prior to 10/15/02). | NO. | For addt'l. plans only | YES |
| <b>c.)</b><br>Develop a Business Associate Agreement.  | NO  | For addt'l. plans only | YES |
| <b>d.)</b><br>Enter into Agreements as needed.   | NO  | For addt'l. plans only | YES |
| <b>STEP 4: NOTIFICATIONS</b>   |     |                        |     |
| <b>a.)</b><br>Distribute the prescribed Notice of Privacy Rights to current employees by April 14, 2003 (or April 14, 2004).   | NO  | NO                     | YES |
| <b>b.)</b><br>Implement steps to provide Notice of Privacy Rights to all new hires.  | NO  | NO                     | YES |
| <b>c.)</b><br>Amend Plan Document per HIPAA Privacy Rules and distribute amendment to all employees.   | NO  | YES                    | YES |

56.06

GENEVA PARK DISTRICT  
EMPLOYEE CONFIDENTIALITY AGREEMENT

I, \_\_\_\_\_, acknowledge that I have received a copy of and have read and understand the Geneva Park District policies and PDRMA Health Program procedures (the "Policies and Procedures") describing the policies and procedures relating to the privacy of individually identifiable health information (or protected health information (PHI)) as mandated by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). In addition, I acknowledge that I have received training from the Geneva Park District regarding the procedures concerning PHI use, disclosure, storage and destruction as required by HIPAA.

In consideration of my employment and/or compensation from Geneva Park District, I hereby agree that I will not at any time, during my employment or association with Geneva Park District, or after my employment or association ends, use, access or disclose PHI to any person or entity, internally or externally, except as is required and permitted in the course of my duties and responsibilities with Geneva Park District, as set forth in the policies and procedures or as permitted under HIPAA. I understand that this obligation extends to any PHI that I may acquire during the course of my employment or association with Geneva Park District whether in oral, written or electronic form and regardless of the manner in which access was obtained.

I understand and acknowledge my responsibility to apply the Policies and Procedures during the course of my employment or association. I also understand that unauthorized use or disclosure of PHI may result in disciplinary action, up to and including the termination of employment or association with Geneva Park District and the imposition of civil penalties and criminal penalties under applicable federal and state law, as well as professional disciplinary action as appropriate.

I understand that this obligation will survive the termination of my employment or end of my association with Geneva Park District regardless of the reason for such termination.

Signed \_\_\_\_\_ Date \_\_\_\_\_

56.07 Fax Cover Page:

Geneva Park District  
710 Western Avenue  
Geneva, IL 60134  
630-232-4542

Fax Cover Page

TO: \_\_\_\_\_  
FROM: \_\_\_\_\_  
Subject: \_\_\_\_\_  
Date: \_\_\_\_\_

This transmittal is \_\_\_\_\_ page(s) long, including the cover page. If there is an error in the transmission please call 630-262-2219.

This communication and any files transmitted with it may contain information that is privileged, confidential and/or exempt from disclosure under applicable law. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or use of the information contained herein (including any reliance thereon) is strictly prohibited. If you receive this communication in error, please immediately contact the sender and destroy the material in its entirety, whether in electronic or hard copy format. Thank you.



56.08

GENEVA PARK DISTRICT  
AUTHORIZATION FOR RELEASE OF HEALTH INFORMATION

I \_\_\_\_\_ (Employee Name) hereby authorize the use or disclosure of my health information as described in this authorization below.

(1) Specific person/organization (or class of persons) authorized to provide the information:

Group Health Plan/TPA

(2) Specific person/organization (or class of persons) authorized to receive/utilize information:

\_\_\_\_\_

(3) Specific and meaningful description of the information:

\_\_\_\_\_

(4) Purpose of the request: (Please state the purpose of the request below. If you do not wish to state a purpose, please state, "At the request of the individual.")

\_\_\_\_\_

(5) Right to revoke: I understand I have the right to revoke this authorization at any time by notifying PDRMA group health plan in writing at P.O. Box 4320 Wheaton, IL 60189-4320. I understand that the revocation is only effective after it is received and logged by the PDRMA group health plan. I understand that any use or disclosure made prior to the revocation under this authorization will not be affected by a revocation.

(6) I understand that after this information is disclosed, federal law might not protect it and the recipient might redisclose it.

(7) I understand that my initial and continued employment and position are subject to my agreement to this authorization, and any additional authorization the PDRMA group health plan requests.

(8) I understand that I am entitled to receive a copy of this authorization.

(9) I understand that this authorization will expire when my employment with Geneva Park District terminates.

Signature of Employee \_\_\_\_\_

Date \_\_\_\_\_

**Personal Representative Section**

If a Personal Representative executes this form, that Representative warrants that he or she has

authority to sign this form on the basis of:

56.09 Individual Request Not To Use Or Disclose Health Information:

I understand that the PDRMA group health plan may use and disclose protected health information about me for purposes of health care treatment, payment and health care operations without my consent. I request to restrict use and disclosure of protected health information concerning health care treatment, payment or health care operations about me by the PDRMA group health plan in accordance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

**Group Health Plan Not Required to Agree**

I understand that the group health plan is not required to agree to this restriction.

**Termination of Restriction**

I understand that if the group health plan agrees to this restriction, either the Plan or I may terminate this restriction at any time. The termination of the restriction is only effective for future uses and disclosures.

**Emergency Treatment Exception**

I understand that if protected health information must be used or disclosed to provide emergency treatment for me, then this restriction is void.

**Questionnaire**

Requestor: Please complete all of the following questions. If the question is not applicable, mark N/A on the answer line.

- (1) I request the following information be restricted (description of information)

\_\_\_\_\_  
\_\_\_\_\_

- (2) I request that use and disclosure of the above described information be restricted in the following manner (description of restriction):

\_\_\_\_\_  
\_\_\_\_\_

- (3) I request that my protected health information not be disclosed to the following individuals or entities (list individuals or entities to which information would not be disclosed):

\_\_\_\_\_  
\_\_\_\_\_

I understand that if a restriction is not specifically listed above and agreed to in writing by the group health plan, it will not be effective.

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

56.10 Individual Request To Inspect Health Information:

I request to review health information held about me in the PDRAM group health plan's "designated record set" in accordance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA). A "designated record set" includes information such as medical records; billing records; enrollment, payment, claims adjudication and health plan case or medical management record systems; or records used to make decisions about individuals.

I understand that the PDRMA group health plan has 30 days to respond to this request, and that if someone else holds the information or it is off-site, the response time is 60 days.

I request that the information be provided in the following format:  
(circle one) paper      electronic

I agree that the PDRMA group health plan may provide a summary of the health information instead of allowing me to review the information.

I agree to pay any fees for copying or summarizing my health information. Fees will be reasonable and cost-based, and include only the cost of copying, postage, and preparation of a summary (if I agree to a summary).

I understand that this request does not apply to certain health information, including: (1) information that is not held in the designated record set; (2) psychotherapy notes; (3) information compiled in reasonable anticipation of or for litigation; and (4) other information not subject to the right to access information under HIPAA.

Signature \_\_\_\_\_ Date \_\_\_\_\_

56.11 Response To Inspection Request:

**Grant**

Your request to access your health information has been granted. Access will be provided either by mail or electronic format depending on the advance agreement provided by individual.

**Need for Extension of Time**

The PDRMA group health plan received your request to access health information on (date)\_\_\_\_\_. The PDRMA group health plan has evaluated your request to access health information. A delay in providing the information is necessary for the following reason:

\_\_\_\_\_

The PDRMA group health plan will respond to your request by (date no later than 60 days from the date of request)\_\_\_\_\_.

**Denial of Access**

The PDRMA group health plan received your request to access health information on (date)\_\_\_\_\_. Your request is denied for the following reason:

\_\_\_\_\_

You may file a complaint regarding this decision with the PDRMA group health plan or the U.S. Department of Health and Human Services. If you file a complaint with the PDRMA group health plan, please file in writing with the following person:

In certain cases you are entitled to appeal the denial of access. You are entitled to an appeal if access was denied because in the opinion of a licensed health care professional, granting access is likely to endanger the life or physical safety of you or another person. If you appeal, your appeal will be reviewed by a licensed health care professional designated by the PDRMA group health plan who did not participate in the original decision. The appeal and notice of the appeal decision will be conducted promptly.

56.12 Individual Request To Correct Or Amend A Record:

I request the PDRMA group health plan to amend the protected health information in its designated record set.

Specific Statement of Amendment Request

\_\_\_\_\_

\_\_\_\_\_

Specific Reason for Amendment Request

\_\_\_\_\_

\_\_\_\_\_

I understand that if the protected health information was not created by PDRMA group health plan, the PDRMA group health plan is not required to honor my request. For example, if the information I wish to amend is in a medical report created by my physician, I must ask the physician – not the PDRMA group health plan – to amend the report. I also understand that if the information is not available for my inspection, is not part of the PDRMA group health plan’s designated record set or is already accurate and complete, I cannot amend the information.

I understand that the PDRMA group health plan will respond to my request within 60 days.

Signature \_\_\_\_\_ Date \_\_\_\_\_

56.13 Response To Amendment Or Correction Request:

**Grant**

Your request to amend or correct your health information has been granted. The PDRMA group health plan will make an appropriate amendment to the designated record set. You must provide the PDRMA group health plan with the names of any persons to which you wish to provide the amended information. The PDRMA group health plan then will make reasonable efforts to inform these individuals – and persons that the PDRMA group health plan knows may have relied or could rely on the information – of the amendment within a reasonable time.

**Need for Extension of Time**

The PDRMA group health plan received your request to amend information on (date) \_\_\_\_\_. The PDRMA group health plan has evaluated your request to amend health information. A delay in action is necessary for the following reason:

\_\_\_\_\_

The PDRMA group health plan will respond to your request by (date no later than 60 days from the date of request) \_\_\_\_\_.

**Denial of Amendment**

The PDRMA group health plan received your request to amend health information on \_\_\_\_\_. Your request is denied for the following reason:

\_\_\_\_\_

**Statement of Disagreement**

You have the right to file a written statement disagreeing with the denial of amendment. The statement of disagreement must be limited to two single-sided 8-1/2 x 11 pages. The statement of disagreement should be filed within 60 days of this notice with the following office, \_\_\_\_\_. The PDRMA group health plan has the right to prepare a rebuttal statement to your statement of disagreement. If it does so, you will receive a copy.

If you do not submit a statement of disagreement, you may request that the PDRMA group health plan provide your request for amendment and this denial of amendment with any future disclosures of protected health information that is the subject of this request.

You may file a complaint regarding this decision with the PDRMA group health plan or the U.S. Department of Health and Human Services. If you file a complaint with the PDRMA group health plan, please file in writing with the following person: Sandy Burk, PO Box 4320, Wheaton, IL 60189-4320.

## **57.0 IDENTITY PROTECTION POLICY**

### **57.01 Introduction and Identification of Act**

This Identity-Protection Policy is adopted pursuant to the Illinois Identity Protection Act, 5 ILCS 179/1 *et seq.* The Identity Protection Act requires Geneva Park District to draft, approve, and implement this Identity-Protection Policy to ensure the confidentiality and integrity of Social Security numbers (SSNs) that the District collects, maintains, and uses. It is important to safeguard SSNs against unauthorized access because SSNs can be used to facilitate identity theft. One way to better protect SSNs is to limit the widespread dissemination of those numbers. The Identity Protection Act was passed in part to require the District and other local and State government agencies to assess their personal information collection practices and make necessary changes to those practices to ensure confidentiality. All District officers, employees, and agents shall comply with the Identity Protection Act and this policy at all times.

### **57.02 Definitions**

The following words shall have the following meanings when used in this policy.

“Act” means the Illinois Identity Protection Act, 5 ILCS 179/1 *et seq.*

“Board” means the Board of Commissioners of the Geneva Park District.

“District” means Geneva Park District.

“Person” means any individual in the employ of the District.

“Policy” means this Identity-Protection Policy.

“Publicly post” or “publicly display” means to intentionally communicate or otherwise intentionally make available to the general public.

“Redact” means to alter or truncate data so that no more than five sequential digits of a SSN are accessible as part of personal information.

“SSN(s)” means any Social Security number provided to an individual by the Social Security Administration.

“Statement of Purpose” means the statement of the purpose or purposes for which the District is collecting and using an individual’s SSN that the Act requires the District to provide when collecting a SSN or upon request by an individual. An example of a Statement of Purpose for the District is attached to this Policy.

### **57.03 Statement of Purpose**

The District shall provide an individual with a Statement of Purpose anytime an individual is asked to provide the District with his or her SSN or if an individual requests it.

### **57.04 Prohibited Activities**

Neither the District nor any Person may:

1. Publicly post or publicly display in any manner an individual’s SSN.
2. Print an individual’s SSN on any card required for the individual to access products or services provided by the person or entity.
3. Require an individual to transmit a SSN over the Internet unless the connection is secure or the SSN is encrypted.

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

Except as otherwise provided in the paragraph below or unless otherwise provided in the Act, neither the District nor any Person may:

1. Collect, use, or disclose a SSN from an individual, unless: (i) required to do so under State or federal law, rules, or regulations, or the collection, use, or disclosure of the SSN is otherwise necessary for the performance of the District's duties and responsibilities; (ii) the need and purpose for the SSN is documented before collection of the SSN; and (iii) the SSN collected is relevant to the documented need and purpose.
2. Require an individual to use his or her SSN to access an Internet website.
3. Use the SSN for any purpose other than the purpose for which it was collected.

The prohibitions in the paragraph above do not apply in the following circumstances:

1. The disclosure of SSNs to agents, employees, contractors, or subcontractors of a governmental entity or disclosure by a governmental entity to another governmental entity or its agents, employees, contractors, or subcontractors if disclosure is necessary in order for the entity to perform its duties and responsibilities; and, if disclosing to a contractor or subcontractor, prior to such disclosure, the governmental entity first receives from the contractor or subcontractor a copy of the contractor's or subcontractor's policy that sets forth how the requirements imposed under this Act on a governmental entity to protect an individual's SSN will be achieved.
2. The disclosure of SSNs pursuant to a court order, warrant, or subpoena.
3. The collection, use, or disclosure of SSNs in order to ensure the safety of: State and local government employees; persons committed to correctional facilities, local jails, and other law-enforcement facilities or retention centers; wards of the State; and all persons working in or visiting a State or local government agency facility.
4. The collection, use, or disclosure of SSNs for internal verification or administrative purposes.
5. The disclosure of SSNs by a State agency to the District for the collection of delinquent child support or of any State debt or to the District to assist with an investigation or the prevention of fraud.
6. The collection or use of SSNs to investigate or prevent fraud, to conduct background checks, to collect a debt, to obtain a credit report from a consumer reporting agency under the federal Fair Credit Reporting Act, to undertake any permissible purpose that is enumerated under the



federal Gramm Leach Bliley Act, or to locate a missing person, a lost relative, or a person who is due a benefit, such as a pension benefit or an unclaimed property benefit.

57.05 Coordination With The Freedom Of Information Act And Other Laws

The District shall comply with the provisions of the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*, and any other State law with respect to allowing the public inspection and copying of information or documents containing all or any portion of an individual's SSN. However, the District shall redact SSNs from the information or documents before allowing the public inspection or copying of the information or documents.

When collecting SSNs, the District shall request each SSN in a manner that makes the SSN easy to redact if required to be released as part of a public records request.

57.06 Limited Employee Access To Social Security Numbers

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

57.07 Embedded Social Security Numbers

Neither the District nor any Person shall encode or embed a SSN in or on a card or document, including but not limited to, using a bar code, chip, magnetic strip, RFID technology, or other technology, in place of removing the SSN as required by the Act and this Policy.

57.08 Applicability

If any provision of this Policy conflicts with any provision of the Act, the provisions of the Act shall prevail.

This Policy does not apply to:

1. the collection, use, or disclosure of a SSN as required by State or federal law, rule, or regulation; or
2. documents that are recorded with a county recorder or required to be open to the public under a State or federal law, rule, or regulation, applicable case law, Supreme Court Rule, or the Constitution of the State of Illinois; provided, however, that the District shall redact the SSN from such document if such law, rule, or regulation permits.

57.09 Availability of Policy

The Policy shall be filed with the Board within 30 days of its approval. All District employees shall be advised of the existence of this Policy. District employees who are required to use or handle information or documents that contain SSNs have been provided a copy of this Policy, which each shall maintain at all times. A copy of the Policy is available to all other employees and any member of the public by requesting a copy from: Superintendent of Finance, Geneva Park District, 710 Western Ave, Geneva, IL 60134.

57.10 Amendments

This Policy may be amended by the District at any time. If the Policy is amended, the District shall file a written copy of the Policy, as amended, with the Board and shall also advise all District employees of the existence of the amended Policy. A copy of the amended Policy will be made

available to District employees and the public as set forth in the preceding section above.

57.11 Effective Date

This Policy becomes effective immediately.

## ATTACHMENT A

### Statement of Purpose For Collection of Social Security Numbers By The Geneva Park District

The Identity Protection Act, 5 ILCS 179/1 *et seq.*, and the Identity-Protection Policy of the **Geneva Park District** (“District”) require the District to provide an individual with a statement of the purpose or purposes for which the District is collecting and using the individual’s Social Security number (“SSN”) anytime an individual is asked to provide the District with his or her SSN or if an individual requests it. This Statement of Purpose is being provided to you because you have been asked by the District to provide your SSN or because you requested a copy of this statement.

#### **Why do we collect your Social Security number?**

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

State and Federal Background Check, Federal and State Payroll Tax Purposes, Court Order, Warrant or Subpoena, Enrollment in employment Benefit Programs: Illinois Municipal Retirement System, Health Insurance Programs.

#### **What do we do with your Social Security number?**

We will only use your SSN for the purpose for which it was collected.

We will not:

- Sell, lease, loan, trade, or rent your SSN to a third party for any purpose;
- Publicly post or publicly display your SSN;
- Print your SSN on any card required for you to access our services;
- Require you to transmit your SSN over the Internet, unless the connection is secure or your SSN is encrypted; or
- Print your SSN on any materials that are mailed to you, unless State or Federal law requires that number to be on documents mailed to you. If mailed, your SSN will not be visible without opening the envelope in which it is contained.

#### **Questions or Complaints about this Statement of Purpose**

Write to the GENEVA PARK DISTRICT:

Attn: Superintendent of Finance

710 Western Ave

Geneva IL 60134

## 58.0 EMPLOYEE ACKNOWLEDGMENT

I hereby acknowledge receipt of the Personnel Policy Manual for the Geneva Park District and agree to read and become familiar with its contents. I understand that the policies have been developed for the general guidance of the Park District's employees and that neither the policies nor their individual terms constitute or represent binding contractual commitments, either expressed or implied, on the part of the Park District. I understand that all Geneva Park District employees are at-will employees. Further, I understand that, notwithstanding anything contained in the policies or any other policy statement, I retain my right to terminate my employment at any time, without notice or reason, and the Park District retains the same right.

In addition, I understand that no representative of the Park District, other than the Director of Parks and Recreation, with Park Board approval, has authority to enter into any employment contract for any specific period of time or to make any binding representation or agreement, whether oral or written, contrary to the foregoing.

I also understand that the policies, benefits and rules contained in the policies can be changed or discontinued by the Park District at any time with or without notice.

---

Signature

---

Date

---

Printed Name

---

Title



# *Geneva Park District*

## *Part-Time & Short-Term Personnel Policy Manual*

This document should be accompanied by the following documents:

Employee Profile Form  
Federal & Illinois W-4 Forms, I-9 Identification Form  
Part-Time & Short-Term Personnel Policy Forms  
Safety Manual  
Blood Borne Pathogens & Infectious Diseases Policy

Board Approved ~~32/2021~~19

~~Board Approved 11/2019 Section 38 & 39~~

~~Board Approved 01/2020 Section 42.03~~

## **TABLE OF CONTENTS**

|      |  |
|------|--|
| 0.0  | FACILITY INFORMATION                               |
| 1.0  | INTRODUCTION                                       |
| 2.0  | DEFINITION AND CLASSIFICATION OF EMPLOYEES         |
| 2.01 | Park District                                      |
| 2.02 | Board  |
| 2.03 | Executive Director                                 |
| 2.04 | Department Heads                                   |
| 2.05 | Managerial Employees                               |
| 2.06 | Supervisory Employees                              |
| 2.07 | Regular Employees                                  |
| 2.08 | Full-Time Employees                                |
| 2.09 | Part-Time Employees                                |
| 2.10 | Introductory Employees                             |
| 2.11 | Short-Term Employees                               |
| 2.12 | Volunteers   |
| 2.13 | Acting Appointments                                |
| 2.14 | Contractual Employees                              |
| 2.15 | Calendar Year                                      |
| 2.16 | Fiscal Year  |
| 3.0  | EQUAL EMPLOYMENT OPPORTUNITY                       |
| 4.0  | PRE-EMPLOYMENT TESTS                               |
| 4.01 | Pre-Employment Medical Examination                 |
| 4.02 | State Criminal Conviction Background Check         |
| 4.03 | Internal Procedure for Criminal Conviction Results |
| 4.04 | Waiver and Release of All Claims Form              |
| 4.05 | Pre-Employment Drug Test                           |
| 4.06 | Drivers License Abstract                           |
| 4.07 | Vehicle Driver Pre-Employment Process              |
| 5.0  | REFERENCES   |
| 5.01 | Reference Checks for Prospective Employees         |
| 5.02 | References for Current/Former Employees            |
| 5.03 | Reference Release for Prospective Employee         |
| 5.04 | Reference Release for Current/Former Employee      |
| 5.05 | Pre-Employment Telephone Reference Check           |
| 6.0  | CHILD LABOR LAWS: EMPLOYMENT OF MINORS             |
| 6.01 | Statement of Prospective Employer                  |
| 7.0  | AMERICANS WITH DISABILITIES ACT FOR EMPLOYEES      |

- 8.0 STATEMENT OF INTEGRITY
- 9.0 CODE OF CONDUCT
- 10.0 WORK WEEK AND HOURS OF WORK
  - 10.01 Executive Director, Department Heads, Managerial, Supervisory
  - 10.02 Contractual Employees
  - 10.03 Regular Employees
  - 10.04 Part-time and Short-term Employees
  - 10.05 Lateness
  - 10.06 Full Time Employee Informational Meetings
- 11.0 TIME KEEPING
  - 11.01 Pay Day
  - 11.02 Deductions
  - 11.03 Reporting New Employees
- 12.0 FAIR LABOR STANDARDS ACT: OVERTIME & COMPENSATORY TIME
  - 12.01 Definitions
  - 12.02 Eligibility
  - 12.03 Overtime Obligations & Approval
  - 12.04 Compensation
  - 12.05 Termination of Employment
- 13.0 PAYROLL PERIODS & PAYDAY
- 14.0 PAYROLL DEDUCTIONS
- 15.0 IMRF PENSION PLAN
  - 15.01 Introduction
  - 15.02 Contribution
  - 15.03 Return of Contributions
  - 15.04 Pension
  - 15.05 Disability Benefit
  - 15.06 Death Benefits
- 16.0 DEFERRED COMPENSATION
- 17.0 EMPLOYEE BENEFITS
  - 17.01 Participation in Programs and Use of Facilities
- 18.0 PAID SICK DAYS
  - 18.01 Preschool Teachers and Aides
  - 18.02 Senior Coordinator

- 19.0 FAMILY AND MEDICAL LEAVE ACT (Including Pregnancy)
  - 19.01 Eligibility, Beginning and Length of Leave
  - 19.02 Request for Leave
    - 19.02.01 Intermittent Leave
  - 19.03 Extension of Leave
  - 19.04 Reinstatement
  - 19.05 Failure to Return
  - 19.06 Benefits While on Leave
  - 19.07 Certain Highly Compensated Key Employees
- 20.0 VICTIMS' ECONOMIC SAFETY AND SECURITY ACT
  - 20.01 Employees Covered under VESSA
  - 20.02 When to Grant VESSA Leave
  - 20.03 Notice and Certification Requirements
  - 20.04 Employee Rights and Protections under VESSA
  - 20.05 Workplace Adjustments
  - 20.06 Enforcement
- 21.0 EVALUATIONS
- 22.0 COMPLIANCE WITH SUPERVISORY DIRECTIVE
- 23.0 TEMPORARY AND PERMANENT SEPARATION FROM EMPLOYMENT
  - 23.01 Disciplinary Actions
    - 23.01.01 Oral Warning
    - 23.01.02 Written Warning
    - 23.01.03 Suspension
    - 23.01.04 Dismissal
    - 23.01.05 Examples of Reasons for Disciplinary Action
  - 23.02 Employment-At-Will
  - 23.03 Layoffs
  - 23.04 Resignations
  - 23.05 Retirement
  - 23.06 Return of Park District Property
  - 23.07 Separation of Service
  - 23.08 References
- 24.0 REVIEW OF DISMISSAL / SUSPENSION
  - 24.01 Review of Disciplinary Action other than Dismissal
  - 24.02 Review of Dismissal
  - 24.03 Employee's Response
- 25.0 GRIEVANCE PROCEDURE
- 26.0 ACCIDENTS AND INJURIES
- 27.0 NEPOTISM POLICY/ ROMANTIC RELATIONSHIPS



- 28.0 EMPLOYMENT IN MORE THAN ONE DEPARTMENT
- 29.0 POLITICAL ACTIVITY
- 30.0 GIFTS, GRATUITIES AND REWARDS
- 31.0 ETHICS ORDINANCE
- 32.0 WORK ATTIRE
  - 32.01 Clothing Specifics for Administrative, Recreation and Office Staff
  - 32.02 Exceptions to Clothing Specifics for Administrative, Recreation and Office Staff
  - 32.03 Parks Department Uniforms, Clothing and Safety Gear
- 33.0 SMOKING
- 34.0 WEAPONS
- 35.0 SEARCH OF LOCKERS, DESKS, AND OTHER PARK DISTRICT PROPERTY
  - 35.01 Workplace Inspections
- 36.0 COMPUTERS
  - 36.01 Use of Internet Access
  - 36.02 Use of E-Mail
  - 36.03 Acknowledgement of Email, Internet and Social Media Computer Policy
- 37.0 TELEPHONES
  - 37.01 Personal Calls and Texting
  - 37.02 General Phone Procedures
  - 37.03 Safety Issues for Cell Phone Use
  - 37.04 Additional Information, Requirements, Responsibilities
- 38.0 DRUG-FREE WORKPLACE ACT
  - 38.01 Purpose
  - 38.02 Acts Prohibited
  - 38.03 Definitions
  - 38.04 Voluntary Treatment
  - 38.05 Screening and Testing
  - 38.06 Treatment
  - 38.07 Use of Prescription/OTC Drugs
  - 38.08 Notice of Convictions
  - 38.09 Discipline / Penalties for Violation
  - 38.10 Inspections
  - 38.11 Records
  - 38.12 Consent To Drug And/Or Alcohol Screening or Testing

- 39.0 ALCOHOL AND DRUG PROCEDURES FOR CDL EMPLOYEES
  - 39.01 Introduction
  - 39.02 Adverse Effects of Alcohol and Drug Use
  - 39.03 Affected Employees
  - 39.04 Employee Requirements
  - 39.05 Tests Performed
    - 39.05.01 Alcohol Test
    - 39.05.02 Controlled Substances Test
  - 39.06 Six Circumstances Under Which Testing Will Be Performed
    - 39.06.01 Pre-employment Testing
    - 39.06.02 Random Testing
    - 39.06.03 Reasonable Suspicion Testing
    - 39.06.04 Post Accident Testing
    - 39.06.05 Return to Duty Testing
    - 39.06.06 Follow-up Testing
  - 39.07 Consequences of Failed or Refused Tests
  - 39.08 Required Training
- 40.0 CHILD ABUSE AND NEGLECT
  - 40.01 General Employee Guidelines
  - 40.02 Handling Allegations of Abuse
  - 40.03 State of Illinois Abused and Neglected Child Reporting Act
  - 40.04 Abuse and Neglected Child Act Acknowledgement
- 41.0 MODIFIED DUTY
  - 41.01 Objectives
  - 41.02 Modified Duty Basic Program Requirements
  - 41.03 Department Responsibilities
  - 41.04 Employee Responsibilities
  - 41.05 Worker's Compensation Provider Responsibilities
  - 41.06 Potential Modified Duty Tasks
  - 41.07 Physician Memorandum
  - 41.08 Modified Duty Physician Evaluation Form
  - 41.09 Modified Duty Request Memorandum
- 42.0 NON-DISCRIMINATION AND ANTI-HARASSMENT
  - 42.01 Definitions of Harassment
  - 42.02 Retaliation is Prohibited
  - 42.03 Reporting Procedure
  - 42.04 Direct Communication with Offender
  - 42.05 Report to Supervisory and Administrative Personnel
  - 42.06 Report to Executive Director/President of the Park Board of Commissioners
  - 42.07 Harassment Allegations Against Non-Employees/Third Parties
  - 42.08 Important Notice To All Employees
  - 42.09 Responsibilities of Supervisors and Witnesses
  - 42.10 The Investigation
  - 42.11 Responsive Action

- 42.12 False and Frivolous Complaints
- 42.13 Contacting the Illinois Department of Human Rights
- 42.14 Acknowledgement of Non-Discrimination and Anti-Harassment Policy

43.0 YOUR RIGHT TO KNOW

44.0 IDENTITY PROTECTION POLICY

- 44.01 Introduction and Identification of Act
- 44.02 Definitions
- 44.03 Statement Of Purpose
- 44.04 Prohibited Activities
- 44.05 Coordination With The Freedom Of Information Act And Other Laws
- 44.06 Limited Employee Access To Social Security Numbers
- 44.07 Embedded Social Security Numbers
- 44.08 Applicability
- 44.09 Availability of Policy
- 44.10 Amendments
- 44.11 Effective Date

45.0 EMPLOYMENT ACKNOWLEDGEMENT

### **FACILITY INFORMATION**

Sunset Park-Community Ctr and Admin Offices  
710 Western Avenue  
Geneva, Illinois  
(630) 232-4542

Sunset Racquetball and Fitness Center  
710 Western Avenue  
Geneva, Illinois  
(630) 232-7867

Sunset Swimming Pool  
710 Western Avenue  
Geneva, Illinois  
(630) 232-0747

Peck Farm Park  
4038 Kaneville Road  
Geneva, Illinois  
(630) 232-4542

Western Avenue School/Park Gym  
1500 Western Avenue  
Geneva, Illinois  
(630) 262-2226

Stone Creek Miniature Golf Course  
101 North Street  
Geneva, Illinois  
(630) 262-2228

Friendship Station Preschool  
Western Avenue School  
1500 Western Ave  
630-463-3574

Stephen D. Persinger Recreation Ctr  
3507 Kaneville Road  
Geneva, Illinois  
630-232-4501

Maintenance Facility & Greenhouse  
Wheeler Park –410 Wheeler Drive  
Geneva, Illinois  
(630) 232-8670

Peck Farm Maintenance Facility  
4064 Kaneville Road  
Geneva, Illinois  
(630) 208 0475

Friendship Station Preschool  
Geneva Middle School South  
1415 Viking Dr., Ste. 100  
Geneva, Illinois  
630-262-2213

Harrison Street School/Park Gym  
201 Harrison Street  
Geneva, Illinois

Mill Creek Pool  
39W125 South Mill Creek Drive  
Geneva, IL 60134  
(630) 232-7640

Playhouse 38  
321 Stevens Street  
Suite P  
630-232-4542

## **1.0 INTRODUCTION**

The Board of Park Commissioners welcomes you to the Geneva Park District. We offer our community three resources: quality facilities, quality parks, and professional recreation programs. We believe that the key to a truly great Park District lies in our employees who provide the service that makes our facilities, parks, and programs so outstanding.

The Geneva Park District was organized in 1953 under the Park District Code. The Park District owns or leases a number of park sites. Among the recreational facilities currently operated by the Park District are Sunset Swimming Pool, Sunset Community Center, Sunset Racquetball and Fitness Center, Stephen D. Persinger Recreation Center, Stone Creek Miniature Golf, Western Avenue School/Park Gymnasium, Harrison Street School/Park Gymnasium, Peck Farm Park Interpretive Center and Athletic Complex, Mill Creek Pool, and Playhouse 38.

The Park District is governed by a 5 member Board of Park Commissioners who are local residents elected to serve six-year terms.

The Geneva Park District has prepared this Personnel Policy Manual as a reference guide for its employees. It includes the Park District's basic policies and rules, as well as many benefits which the Park District makes available to its employees. It supersedes all prior manuals, handbooks, policy statements, practices or customs. Please note, however, that these policies do not purport to be all encompassing statements of the Park District's policies, rules and benefits. The Park District may, from time to time, modify, add to or delete policies. Whenever possible, it will give its employees advance notice of changes.

Nothing contained in these policies or any written or oral statement interpreting, explaining, or clarifying these policies is intended to create or shall create an employment contract, either expressed or implied, between the Park District and an employee. An employee (including, without limitation, a Short-Term Employee) has the right to terminate his or her employment at any time and the Park District retains a similar right.

## **2.0 DEFINITIONS AND CLASSIFICATION OF EMPLOYEES**

- 2.01 Park District: The Geneva Park District
- 2.02 Board: Board of Park Commissioners
- 2.03 Executive Director: Executive Director of Parks and Recreation. This position is a full-time, salaried employee.
- 2.04 Department Heads: Department Heads supervise one or more Supervisory and/or Managerial Employees. This position is a full-time, salaried employee. Includes Superintendent of Parks & Properties, Superintendent of Recreation, Superintendent of Finance & Personnel and Manager of Peck Farm Park.
- 2.05 Managerial Employees: Employees who are engaged predominately in executive and management functions and who are responsible for carrying out management practices and policies. This position is a full-time, salaried or hourly employee.
- 2.06 Supervisory Employees: Employees who have Supervisory authority over one or more employees. This position is a full-time, salaried employee. Includes Recreation Supervisors, Facility Supervisors, Athletic Supervisors, and Park Foremen.
- 2.07 Regular Employees: Full-Time Employees, other than Department Heads, Managerial or Supervisory Employees, who have successfully completed the introductory period. These employees are paid hourly. Includes Parks Department Employees, Office Secretaries, Custodians etc.
- 2.08 Full-Time Employees: Employees who are regularly scheduled to work 40 hours per work week or 2,080 hours per calendar year. The Executive Director, Department Heads, Managers, Supervisors and Regular Employees are all Full-time Employees. Short-Term Employees are excluded from the Full-Time Employees classification regardless of the number of hours worked.
- 2.09 Part-Time Employees: Employees who are regularly scheduled to work less than 40 hours per workweek per calendar year. Short-Term Employees are excluded from the Part-Time Employees classification regardless of the number of hours worked.
- 2.10 Introductory Employees: During the first six (6) months of employment, all employees are classified as Introductory Employees and are completing a six month probationary period of employment. Introductory employees can be terminated for any reason during this probationary period.

- 2.11 Short-Term (Seasonal) Employees: Employees who are employed for a specific time period or season, part-time or full-time, and for a period not-to-exceed 1,000 hours during a calendar year. The Park District cannot assure that Short-Term Employees will be rehired in a subsequent calendar year or if rehired, for the same position. Short-Term Employees, including all summer staff, are not considered Full-Time or Part-Time employees for benefit purposes unless specifically stated. College students who are fulfilling their degree requirements are considered short-term employees.
- 2.12 Volunteers: Volunteers are individuals who donate their time to the district without receiving financial compensation. Volunteers shall not be allowed to drive park district vehicles or perform other duties that might be considered hazardous unless authorized by the Executive Director.
- 2.13 Acting Appointments: The Executive Director may assign an employee to perform duties outside his/her regular classification on a temporary basis.
- 2.14 Contractual Employees: Persons whom the Park District contracts with to perform a specific service for a specified period of time. May include instructors, teachers, umpires, consultants, and businesses or facilities that are not owned by the Park District.
- 2.15 Calendar Year: January 1 through December 31
- 2.16 Fiscal Year: May 1 through April 30

### **3.0 EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with state and federal law, we provide equal employment opportunities to all qualified persons. All of our personnel policies and decisions pertaining to hiring, promotion, transfer, layoff, rates of pay, discipline, discharge and other terms and conditions of employment are made and executed without regard to race, color, religion, sex, national origin, citizenship status, ancestry, age, marital status, sexual orientation, physical or mental disability unrelated to ability to perform the job, association with a person with a disability, unfavorable discharge from military service or military status, or any other category protected by state or federal law.



#### 4.0 PRE-EMPLOYMENT TESTS

One or more tests may be required of employees hired for certain positions, including without limitation, transferred and promoted employees.

4.01 Pre-Employment Medical Examination: We may require you to be examined by a physician of our choice and at our expense prior to starting employment. This medical examination is necessary to determine if the employee can perform the essential functions of the job offered to him with or without reasonable accommodations on the part of the Park District. The Park District may also require drug testing for applicants offered a full-time position based upon the position offered. You must consent to the physician disclosing his findings, conclusions and opinions to us. We will not disclose medical records to persons other than the Executive Director, your Department Head and the Superintendent of Finance and Personnel without your consent unless the records are necessary in regard to legal or insurance matters.

Occasionally, we may also require you to be examined by a physician subsequent to your initial employment, on the same basis as your initial examination.

4.02 State Conviction Background Check: The Park District is required by state statute (70 ILCS 1205/8-23) to obtain criminal conviction information concerning all applicants, and shall perform a criminal background check for applicants for all positions. Pursuant to statute, any conviction of offenses enumerated in subsection (c) of said statute shall automatically disqualify the applicant from consideration for working for the Park District. ~~Any other conviction(s) shall not automatically disqualify the applicant from consideration, but rather, the conviction(s) will be considered in relationship to the specific job.~~ A conviction for a felony offense, other than those offenses described in subsection (c) of said statute, will disqualify an applicant from employment only if they occurred within seven (7) years of the application for employment. Applicants are not required to disclose sealed or expunged records of corrections, including sealed or expunged juvenile records of adjudication or arrest. Applicants may be required to submit fingerprints and/or other identification information in order to facilitate such an investigation. All information concerning the record of convictions shall be confidential and will only be transmitted to those persons who are necessary to the decision process.

Criminal background checks will be conducted through the Illinois State Police Bureau of Identification at the Joliet, Illinois division. The background check will be conducted via a modem

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4.03 Internal Procedure for Criminal Conviction Results: All offers of employment and volunteer work shall be contingent upon the review of the criminal conviction report. When a prior criminal conviction is disclosed, the Geneva Park District must be careful to treat similarly situated persons the same. Many employees or volunteers will be rightfully concerned with their privacy, even though criminal conviction information is public record. The Park District will take reasonable precautions to prevent embarrassment or other damage to the person being checked. The results will be kept confidential between the employee and appropriate Geneva Park District staff. Applications for employment must contain specific language that states that the applicant is not obligated to disclose expunged juvenile records of adjudication or arrest. The Park District may not ask, in any format or context, if an applicant has had a juvenile record expunged. The Park District's employment application must contain specific language that states that the applicant is not obligated to disclose expunged juvenile records of adjudication or arrest.

If the report indicates a conviction was identified, the record will be directed to a committee review consisting of the Executive Director, the Department Head and the Superintendent of Finance and Personnel. The Committee will:

- 1) Verify the name, date of birth, social security number, and the description of the individual given on the report to help determine that the conviction report matches the applicant.
- 2) If the information on the job application matches that in the conviction report the Committee shall check the employee's original application to determine whether "yes" or "no" had been marked for the question "Have you ever been convicted of a misdemeanor or felony crime?"
- 3) The Geneva Park District Executive Director may request additional information, meet with legal counsel, police authorities, or others to determine if further action is necessary.
- 4) Further information or a meeting may be requested with the perspective employee concerning a conviction record. The review committee will consider the relationship of the conviction to the specific job in determining if the employee will be hired or retained.
- 5) If the employee has a conviction on record and is hired, certain safeguards may be instituted. The safeguards may include placing the employee on probation, not allowing the employee to work unsupervised, not allowing the employee to work after normal business hours (8:30 AM – 5:00 PM, Monday – Friday), etc.
- 6) When a person is disqualified from employment or volunteering because of a criminal conviction, the disqualified person will be notified, in a private meeting, by telephone or by

mail.

#### 4.04 Waiver and Release of All Claims Form

Dear Prospective Employee or Volunteer:

*All new full-time, part-time and short-term employees, as well as all volunteers, are subject to a criminal background investigation as a condition of employment or volunteer work. The background investigation will be conducted prior to your employment or volunteer work. This procedure checks potential staff and volunteers for criminal convictions relating to inappropriate behavior.*

Below is a release form giving your consent to the Geneva Park District to conduct a criminal background investigation. Please sign this consent form, complete the background check form and return both to your Supervisor or the Geneva Park District office.

**Please read this release carefully and be aware that by agreeing to allow the Geneva Park District to investigate your criminal background, you will be waiving and releasing all claims for damages you might sustain arising out of the criminal background check and review.**

I understand that a successful criminal background check is a condition of my employment or volunteerism with the Geneva Park District.

I agree to waive and relinquish all claims I may have against the Geneva Park District and its officers, agents, servants, and employees as a result of participating in the criminal background check.

I do hereby fully release and discharge the Geneva Park District, its respective officers, agents, servants, and employees from any and all claims from damages which I may have or which may accrue to me on account of the results of any aspect of the criminal background check.

I have read and fully understand this Waiver and Release of All Claims form.

\_\_\_\_\_  
Signature Date

-----  
Information Needed for the Illinois State Police Background Check

Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

Sex: \_\_\_\_\_ → M: Male F: Female U: Unknown

Race: \_\_\_\_\_ → W: White B: Black A: Asian/Pacific  
I: American Indian/Alaskan U: Unknown

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

Circle One: PAID or VOLUNTEER

4.05 Pre-Employment Drug Test: Employees who are required to have a commercial driver's license (CDL) for their position with the Park District will be tested in accordance with the Park District's Drug Free Workplace Act Policy (50.0)

4.06 Drivers License Abstract: Although employees are not generally required to have a drivers license as a condition of their employment, any employee who may be expected to drive either his personal vehicle or a Park District vehicle in the course of his normal duties will be required to have a valid drivers license with the proper classification for the vehicle(s) the employee is expected to operate. Before such an employee has started work, and generally on an annual basis thereafter, the Park District will request a drivers license abstract review from the Illinois Secretary of State's office.

4.07 Vehicle Driver Pre-Employment Process: Employees' who will serve as drivers for the District will be required to undergo a more extensive review concerning their driving history. Potential applicants will be interviewed concerning their past driving experience and their attitude regarding defensive driving. Applicants may be asked questions from the Illinois Rules of the Road booklet distributed by the Illinois Secretary of State. In addition, applicant's references listed on their employment application will be checked to verify length of employment, type of work performed and number or work-related motor vehicle accidents, if available. Also, applicants will have their education and past employment verified. Applicants will be required to provide a copy of their driver's license for purposes of obtaining a drivers' license abstract from the Secretary of State. For out of state applicants or employees, a driver's abstract will be requested from your previous state of residence.

Applicants must meet a minimum age requirement, (21 for bus/van drivers, 18 for all other vehicles) have driving experience, and have a good driving record that meets or exceeds agency standards. All applicants should complete an employment application form providing a summary of education, driving experience, and qualifications. Any false or misrepresented information could lead to the applicant being disqualified or terminated. Drivers of commercial motor vehicles as well as those employees hired to transport patrons as a function of their job responsibilities will have a pre-placement drug test.

Applicants will be given a vehicle orientation(s) and check ride to review their proficiency behind the wheel of the vehicle they will be driving. During the check ride the agencies driving policies will be reviewed concerning areas such as, safety as well as

introduction to the various driver inspection forms, accident reporting procedures, maintenance and housekeeping procedures, and the requirement that all traffic laws be obeyed.

## **5.0 REFERENCES**

- 5.01 Reference Checks for Prospective Employees: Because many employers are reluctant to provide any meaningful information for reference inquiries, the Geneva Park District requires all applicants to sign a form authorizing the release of information from current and former employers. The Park District may refuse to hire any applicant who refuses to sign the release and authorization. A sample of the Reference Release Form for Prospective Employees is in Section 5.03.
- 5.02 References for Current/Former Employees: It is the Park District's policy to confirm only the dates of a former employee's employment and his/her position with the Park District when a reference is requested. Additional information may be provided if the Park District receives a written inquiry on letterhead from a prospective employer or personnel recruiter and a written release, approved by the Park District, from a former employee. However, the Park District does reserve the right to release any information it deems appropriate in its discretion without an employee's authorization. All inquiries for references should be referred to the Superintendent of Finance and Personnel. The Superintendent of Finance and Personnel can provide reference release forms when needed. A sample of the Reference Release Form for Current/Former Employees is in Section 5.04.



5.03

**REFERENCE RELEASE FOR PROSPECTIVE EMPLOYEE**  
**GENEVA PARK DISTRICT**  
**710 WESTERN AVENUE, GENEVA, IL 60134**  
**630-232-4542**

**AUTHORIZATION TO RELEASE INFORMATION**

To: Current/Previous Employer, Schools etc.

As an applicant for a position with the Geneva Park District, I have been asked to furnish information for use in reviewing my background and qualifications. In this connection, I hereby authorize the Geneva Park District to investigate my past and present work, character, education, military and police records to ascertain any and all information which may be pertinent to my employment qualifications. I agree to cooperate in such investigation.

**WAIVER AND RELEASE OF ALL CLAIMS**

I agree to release from all liability or responsibility all persons and corporations requesting or supplying such information. I further agree to waive and relinquish all claims I may have (or accrue to me) as a result of requesting or supplying such information and do hereby fully release and forever discharge all cooperating parties from any and all claims for injuries, damages, or loss that I may have or which may accrue to me and arising out of, connected with, or in any way associated with this requesting or supplying such information.

This authorization shall be valid for three months from the date of my signature below. You may retain this copy of my Waiver and Release of All Claims for your files. Thank you for your assistance.

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

Signature: \_\_\_\_\_

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

**REFERENCE RELEASE FOR CURRENT/FORMER EMPLOYEE**  
**GENEVA PARK DISTRICT**  
**710 WESTERN AVENUE, GENEVA, IL 60134**  
**630-232-4542**

**AUTHORIZATION TO RELEASE INFORMATION**

As an applicant for new employment, I have been asked to furnish information for use in reviewing my background and qualifications. In this connection, I hereby authorize the Geneva Park District to provide information regarding my past and present work, character, education, military and police records to ascertain any and all information which may be pertinent to my employment qualifications. I agree to cooperate in such investigation.

**WAIVER AND RELEASE OF ALL CLAIMS**

I agree to release from all liability or responsibility all persons and corporations requesting or supplying such information. I further agree to waive and relinquish all claims I may have (or accrue to me) as a result of requesting or supplying such information and do hereby fully release and forever discharge all cooperating parties from any and all claims for injuries, damages, or loss that I may have or which may accrue to me and arising out of, connected with, or in any way associated with this requesting or supplying such information.

This authorization shall be valid for three months from the date of my signature below. You may retain this copy of my Waiver and Release of All Claims for your files. Thank you for your assistance.

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

Signature: \_\_\_\_\_

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



#### 5.05 PRE-EMPLOYMENT TELEPHONE REFERENCE CHECK

Applicant's Name: \_\_\_\_\_ Date: \_\_\_\_\_

Position applied for: \_\_\_\_\_

##### **Previous Employer(s)**

**Consider contacting multiple prior employers – i.e. the applicant worked for the last two years for one employer and for 12 years for the prior employer**

Company \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Phone \_\_\_\_\_

Contact Person \_\_\_\_\_ Title \_\_\_\_\_

1. Was this person employed by your company? \_\_\_\_ Yes \_\_\_\_ No

2. How long and in what capacity have you known the applicant?

\_\_\_\_\_  
\_\_\_\_\_

3. Employment dates \_\_\_\_\_

4. Starting position \_\_\_\_\_

Rate of pay \$ \_\_\_\_\_ per \_\_\_\_\_

5. Last position \_\_\_\_\_

Rate of pay \$ \_\_\_\_\_ per \_\_\_\_\_

6. What was the nature of work and job responsibilities?

\_\_\_\_\_  
\_\_\_\_\_

7. Please tell me how you would rate him/her in the following areas:

|                        | 5 = Outstanding | 4 = Good | 3 = Average | 2 = Needs Improvement | 1 = Unsatisfactory |
|------------------------|-----------------|----------|-------------|-----------------------|--------------------|
| Attendance             | 1               | 2        | 3           | 4                     | 5                  |
| Cooperation/teamwork   | 1               | 2        | 3           | 4                     | 5                  |
| Initiative             | 1               | 2        | 3           | 4                     | 5                  |
| Productivity           | 1               | 2        | 3           | 4                     | 5                  |
| Job Knowledge          | 1               | 2        | 3           | 4                     | 5                  |
| Reliability            | 1               | 2        | 3           | 4                     | 5                  |
| Quality of Work        | 1               | 2        | 3           | 4                     | 5                  |
| Compliance w/ policies | 1               | 2        | 3           | 4                     | 5                  |
| Communication Skills   | 1               | 2        | 3           | 4                     | 5                  |
| Inter-personal Skills  | 1               | 2        | 3           | 4                     | 5                  |
| Creativity             | 1               | 2        | 3           | 4                     | 5                  |
| Attitude               | 1               | 2        | 3           | 4                     | 5                  |
| Adaptability           | 1               | 2        | 3           | 4                     | 5                  |

8. What would you consider to be his/her strengths?

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Weaknesses?

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9. Would you rehire him/her? \_\_\_\_ Yes \_\_\_\_ No, Why or why not?

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10. What was his/her reason for leaving?

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11. Do you have additional comments?

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Signed By \_\_\_\_\_ Title \_\_\_\_\_

Reference Given By \_\_\_\_\_ Date \_\_\_\_\_

## **6.0 CHILD LABOR LAWS: EMPLOYMENT OF MINORS**

The Park District complies with all Federal and Illinois Child Labor Laws regarding the employment of minors.

1. All minors under age 16 must have an Employment Certificate before they will be allowed to work for the District. The Employment Certificates are issued by the Superintendent of Schools or a duly authorized agent.
2. For purposes of this policy, "School Day" means any day when school is in session and "School Week" means any week where one or more days are school days.
3. Federal and Illinois Child Labor Laws mandate that a minor cannot work the following hours:
  - a. During school hours when school is in session;
  - b. More than six (6) consecutive days in a calendar week;
  - c. Over forty (40) hours in a calendar week and over eight (8) hours a day when school is out;
  - d. Earlier than 7 am and later than 7 pm, except from June 1 to Labor Day, when the minor may work up to 9 pm;
  - e. Over three (3) hours a day when school is in session;
  - f. Over eight (8) hours a day combining school and work; and
  - g. Over eighteen (18) hours in a calendar week when school is in session.
4. An unpaid meal period of at least thirty (30) minutes must be provided to minors no later than the fifth consecutive hour of work.
5. Employees under age 16 are not permitted to supervise any part of the transportation of camp, field trips, or other Park District sponsored program participants to or from Park District sponsored activities, including loading participants or materials onto a bus prior to departure, supervising the participants (or performing any other work) during the ride to and from the activity, and unloading participants or materials upon arrival at the activity or back at the point of departure. Employees under age of 16 are relieved of all duties during this time and are not to resume their duties until all participants and materials have been unloaded from the bus.

6.01 Statement of Prospective Employer

The Geneva Park District expects to give employment to \_\_\_\_\_  
Student's Name  
as a \_\_\_\_\_  
Nature of Employment

\_\_\_\_\_  
Student's Social Security #

\_\_\_\_\_ hours per day \_\_\_\_\_ days per week upon receipt of proper employment certificate  
required by law.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Prospective Employer

\_\_\_\_\_  
Title

Geneva Park District  
710 Western Avenue  
Geneva, IL 60134  
630-232-4542

\_\_\_\_\_  
Parent/Guardian Name

\_\_\_\_\_  
Parent/Guardian Address

\_\_\_\_\_  
Student Address (if different from above)

Please bring certified copy of birth certificate and social security card  
when you return this form to the school office.

## **7.0 AMERICANS WITH DISABILITIES ACT FOR EMPLOYEES**

The Park District is committed to complying with all applicable provisions of the Americans With Disabilities Act (“ADA”). It is the Park District’s policy not to discriminate against any qualified employee or applicant with regard to any terms or conditions of employment because of such individual’s disability or perceived disability so long as the employee can perform the essential functions of the job. Consistent with this policy of non-discrimination, the Park District will provide reasonable accommodations to a qualified individual with a disability, as defined by the ADA, who has made the Park District aware of his or her disability, provided that such accommodation does not constitute an undue hardship on the Park District.

The Park District will make all decisions concerning recruitment, placement, selection, training, hiring, advancement, discharge or other terms, conditions, or privileges of employment based on job-related qualifications and abilities.

Employees with a disability who believe they need a reasonable accommodation to perform the essential functions of their job should contact his Department Head. The Park District encourages individuals with disabilities to come forward and request reasonable accommodation. If you feel uncomfortable making an accommodation request to your Department Head or you believe your accommodation request was not properly managed, report to the Executive Director.

On receipt of an accommodation request, your Department Head and your immediate Supervisor will meet with you to discuss and identify the precise limitations resulting from the disability and the potential accommodation that the Park District might make to help overcome those limitations and perform the essential job functions of your position.

The Park District will determine the feasibility of the requested accommodation considering various factors, including, but not limited to the nature and cost of the accommodation, the Park District’s overall financial resources, the accommodation’s impact on the operation of your department, including the ability of other employees to perform their duties, and on the Park District’s ability to provide its services to the public.

What is considered a reasonable accommodation will be based on a case-by-case analysis. The Park District will inform the employee of its decision on the accommodation request or on how to make the accommodation. If the accommodation request is denied, employees will be advised of their right to

appeal the decision by submitting a written statement explaining the reasons for the request. If the request on appeal is denied, that decision is final.

The ADA does not require the Park District to make the best possible accommodation, to reallocate essential job functions, to create new positions, or to provide personal use items (i.e., eyeglasses, hearing aids, wheelchairs, etc.).

An employee or job applicant who has questions regarding this policy or believes that he or she had been discriminated against based on a disability should immediately notify the Department Head or Executive Director. All such inquiries or complaints will be treated as confidential to the extent permissible by law.



## 8.0 STATEMENT OF INTEGRITY

### A Personal Commitment to My Employer and Myself

*INTEGRITY: The ability to make a promise and keep it.*

By agreeing to the following commitments, I am giving my personal promise to uphold these standards:

- I promise to treat every customer and co-worker as I wish to be treated, with the utmost respect and courtesy.
- I promise to promote goodwill to all customers and co-workers and handle customer concerns personally with a positive attitude.
- I promise to practice productive job behavior, arrive at work on time, and follow all rules, even when unsupervised.
- I promise to do what needs to be done to the best of my ability.
- I promise to uphold the standards and ethics that the Geneva Park District has set for all its employees in regard to respect for property and the use of illegal substances.
- I promise to follow and actively promote all safety rules and regulations.
- I promise to uphold the Geneva Park District's image in regard to my personal grooming habits, dress and language.\*
- I promise to conduct myself in a professional manner at all times knowing that as an employee of the Geneva Park District I am often viewed by the public as a representative of the Geneva Park District.

*My signature is as good as my word.*

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor's Signature

\_\_\_\_\_  
Date

\*Any employee who cannot comply with this policy based upon disability, religion, national origin, or other legally recognized basis must forward a written request to the Executive Director for an authorized deviation from this policy. Said request shall include the policy exception requested and include the basis for said request.

## 9.0 CODE OF CONDUCT

In addition to the Geneva Park District Statement of Integrity, all Part-time staff are required to review and sign off on the following Code of Conduct.

### **Geneva Park District Part-time Staff Code of Conduct**

By agreeing to the following commitments, I am giving my personal promise to uphold these standards in order to maintain a positive staff/patron relationship with all Geneva Park District program participants, parents and staff members.

I WILL NOT ...

- harass or cause offense to any Geneva Park District program participants/parents through verbal or body language
- cause harm to any Geneva Park District program participants/parents through physical contact
- utilize inappropriate language in front of any Geneva Park District program participants/parents whether directed at them or another staff person

I WILL...

- maintain respect for all Geneva Park District program participants/parents
- exercise caution when engaged in physical activities with Geneva Park District participants
- maintain professional communications with all Geneva Park District program participants, parents and staff members

*My signature is as good as my word.*

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Name – Please Print

## 10.0 WORKWEEK AND HOURS OF WORK

The Executive Director, Department Heads, Manager or Supervisor generally will schedule your hours. We, however, cannot guarantee a minimum number of hours of work per day or per workweek. Your workweek and hours will be determined as deemed necessary to perform the assigned job.

- 10.01 ~~Executive Director, Department Heads, Managerial, and Supervisory Employees: These full time employees are paid on an annual salary basis and are not paid overtime for any hours worked over 40 hours. Compensatory time off is possible in some occasions with approval of the Executive Director.~~
- 10.02 Contractual Employees: Contractual employees are hired on a per class or per student basis for a specific period of time. No overtime pay is given these employees.
- 10.03 Regular Employees: These are full-time employees, other than Department Heads, Managerial or Supervisory Employees, who have successfully completed the introductory period. Regular Employees are paid hourly. If Regular Employees work in excess of forty (40) hours per week, they shall be paid at the rate of one and one-half times their computed average hourly rate or may receive compensatory time off within the same pay period (see FLSA, Section 13.0). The Executive Director or the appropriate Department Head must approve overtime in advance.
- 10.04 Part-time, and Short-term Employees: Part-time Employees are regularly scheduled to work less than 40 hours per workweek per calendar year. Short-term Employees are employed for a specific time period or season, and for a period not to exceed 1,000 hours during a calendar year. All Part-time and Short Term Employees who work in excess of forty (40) hours per week shall be paid at the rate of one and one-half times their computed average hourly rate (see FLSA, Section 13.0). The Executive Director or the appropriate Department Head must approve overtime in advance.

- 10.05 Lateness: Applies not only to reporting late for work at the scheduled starting time, but also any abuse of the break privileges, leaving early for lunch or returning late, or leaving work before the scheduled quitting time. Employees are expected to report on time and to be engaged in productive work until their scheduled quitting time. If a Supervisor observes a problem of lateness with an employee, a discussion of the incident or problem with the employee will occur to attempt to gain employee compliance. If an employee realizes that he/she will be late, he/she should notify his/her Supervisor. If advance notice cannot be given, the employee should report in to his/her Supervisor upon arrival. If an employee continues a pattern of lateness, the Supervisor may make the incident or incidents a matter of record. To do this he/she will need to present a letter describing the details to the late employee for review and his/her signature. This letter then becomes part of the employee's permanent personnel file (see Section 34.0 on Separation from Employment if necessary).
- 10.06 Full Time Employee Informational Meetings: All employees are required to attend orientation meetings, staff meetings, and in-service training sessions that are designed to improve the overall job performance, communication and efficiency of the Park District. The Geneva Park District will conduct a minimum of two (2) meetings per fiscal year for all full time employees. These meetings will serve as a periodic review of various policies and procedures, training, update of capital projects and the District's Master Plan as well as any other information and as a means to encourage input from staff.

## 11.0 TIME KEEPING

Hourly employees shall utilize the District's time keeping software, Time Clock Plus (TCP) for recording hours worked. Hourly employees will be given a login ID and password to clock in and out for their assigned shifts. Contracted employees & employees without access to TCP must also complete an invoice or a timesheet at the end of each pay period or program session.

~~Supervisor's~~Supervisors will have managerial access to TCP to verify and approve their hourly employees hours worked for the designated pay period. Once the Supervisor approves the hourly employees hours, the Payroll Manager will process for payment. Unless otherwise noted, all hours worked should be approved by supervisors by the Monday following the last day of the pay period. All hours worked must have been previously approved by your supervisor.

- 11.01 Payday: You will be paid every other Friday during the calendar year totaling twenty-six pay periods per calendar year, unless that day is a holiday, in which case you will be paid the last business day (Monday-Friday) immediately preceding that day. The payroll period ends five days before payday.
- 11.02 Deductions: All employees working 1,000 hours or more per calendar year will have the following deductions made: Illinois Municipal Retirement Fund (IMRF), Federal Income Tax, State Income Tax, Social Security, Medicare, special deductions as required or requested. All employees working under 1,000 hours per calendar year will have the following deductions made: Social Security, Medicare, Federal Income Tax, State Income Tax, special deductions as required or requested. All employees working on a contractual basis will have no deductions made. It is the individual's responsibility to file income tax information with the IRS. If you earn over \$600.00 in the calendar year, you will receive a 1099-Miscellaneous Income Tax Form to be filed with your tax returns.
- 11.03 Reporting New Employees: The Geneva Park District complies with the Employer's Requirement to Report New Employees by filing a New Hire Reporting Form with the Illinois Department for Employment Security for each new employee. The District's accounting service completes the form for new employees every two weeks during the payroll process and is faxed or mailed to IDES Springfield, Illinois office promptly. Employee information stated on the

form includes the employee's name, address, social security number and his/her date of hire.

## **12.0 FAIR LABOR STANDARDS ACT: OVERTIME & COMPENSATORY TIME**

The Park District compensates all employees in accordance with the Fair Labor Standards Act (FLSA).

### **12.01 Definitions:**

1. Exempt Employee: An employee to whom the overtime provisions of the Fair Labor Standards Act do not apply.
2. Non-Exempt Employee: An employee subject to the overtime provisions of the Fair Labor Standards Act.
3. Workweek: The workweek begins at 12:01 am Monday and ends at 12:00 midnight the following Sunday.

12.02 Eligibility: Non-exempt employees are entitled to overtime compensation or compensatory time off at the rate of one and one-half times their established pay rate for all hours worked in excess of 40 in a single workweek. The FLSA does not require any leaves of absence such as vacation leave or sick leave to be considered as hours worked for overtime purposes. For purposes of overtime calculation, "hours worked" shall not include any form of leave, or other non-working time, whether paid or unpaid. Exempt employees are not eligible for overtime pay.

12.03 Overtime Obligations & Approval: Because of the nature of the Parks and Recreation field and the public services to be rendered, you may be required to work more than your standard hours per workweek. Depending on the Park District work needs, employees may be required to work overtime. Employees are required to work overtime when necessary and any employee's unwillingness or refusal to do so may be cause for disciplinary action, up to and including dismissal.

For all non-exempt employees, prior approval of the employee's immediate Supervisor is required before any non-exempt employee works overtime. Employees working overtime without approval may be subject to disciplinary action.

~~12.04 Compensation:~~ The Park District will compensate all non-exempt employees for overtime hours through overtime pay or compensatory time off. The employee may request to be either:

1. Compensated with pay at the rate of 1½ times the regular hourly rate for all hours worked in excess of forty in a single work week; or

2. Compensated through compensatory time off at the rate of 1½ hour for each hour worked in excess of forty hours in a single workweek. The maximum compensatory time that may be accrued by an employee is 240 hours (160 hours of actual overtime hours worked). Compensatory time may be taken in lieu of overtime pay if authorized by and arranged in advance with your immediate Supervisor. Employees shall be permitted to use (compensatory) time within a 3 month period after issuance and the compensatory time does not unduly disrupt the operations of the Park District. Your immediate Supervisor, based upon whether the grant of such requests results in short staffing or other disruption of District's operations, will generally determine the grant of an employee's request for use of compensatory time. However, the Park District, may, in its own discretion, elect to pay cash wages for overtime rather than permitting additional accruals of compensatory time.

~~12.05 Termination of Employment:~~ Upon termination of employment, payment for accrued compensatory time will be calculated at the average regular rate of pay for the final three years of employment or the final regular rate received by the employee, whichever is higher.

### **13.0 PAYROLL PERIODS & PAYDAY**

Park District employees are paid bi-weekly (every other) Friday. If payday is a Park District-recognized holiday, employees will be paid on the preceding working day. Your paycheck will be delivered to your immediate Supervisor, who will attempt to give it to you no later than the end of the workday, or will be placed in a pickup box at either GCC or SPRC. Your paycheck may not be given to anyone other than you without your written consent. Please make arrangements with your immediate Supervisor to collect your paycheck if you are not scheduled to work on a payday. If you terminate your employment in the middle of a pay period, you will be paid for the actual hours you worked.

IMRF eligible employees may be paid by check or through direct deposit of funds to either a savings or checking account at their bank of choice (providing the bank has direct deposit capability). To activate direct deposit, a Direct Deposit Authorization form from the Superintendent of Finance & Personnel may be obtained and the employee should have his bank complete the form. The completed form must then be returned with a voided personal check to the Superintendent of Finance & Personnel. Due to banking requirements, it may take several weeks for activation of the Direct Deposit. In the event of a lost paycheck, the Superintendent of Finance & Personnel must be notified as soon as possible before a replacement check can be issued. In the event the lost paycheck is recovered and the Park District identifies the endorsement as that of the employee, the employee must remit the amount of the replacement check to the Park District within 24 hours of the time it is demanded.



#### **14.0 PAYROLL DEDUCTIONS**

Automatic payroll deductions will be made for you for federal and state income tax purposes, health insurance deductions, pension contributions and social security tax, and any other item ordered by a court or applicable law. Voluntary deductions may be made for elective programs such as health insurance, tax-deferred retirement plans, credit union accounts, and supplemental life insurance. Please contact the Superintendent of Finance & Personnel for information on payroll deductions. Except as required by law or court order, deductions will not be taken without your written authorization. Deductions required by law include Social Security, Medicare, and federal and state income taxes. Federal or state law determines these deductions. Other involuntary deductions may be made as required by law or court order, such as child support payments and wage garnishments. Also, employees who meet certain hourly requirements will have Illinois Municipal Retirement Fund (IMRF) pension contributions withheld. Please see Section 16.0 for more information on IMRF.

## 15.0 IMRF PENSION PLAN

- 15.01 Introduction: Employees who work in Park District positions that meet certain hour standards are required to participate in the Illinois Municipal Retirement Fund (IMRF). IMRF provides retirement, disability and death benefits to eligible participants. These benefits are in addition to those provided by Social Security. The following presents a very brief description of IMRF. Complete details are available by contacting the Superintendent of Finance & Personnel.
- 15.02 Contribution: Participating employees contribute a certain percentage of their gross pay as determined by IMRF through payroll deduction. Contributions are tax deferred, that is, not subject to either federal or Illinois income tax, but will be subject to federal income tax when refunded or withdrawn as a pension or death benefit. The Park District also contributes to IMRF as a percentage of total contributions. The Park District's contribution is to fund survivor's pensions, disability benefits, death benefits and the retirement costs of its employees.
- 15.03 Return of Contributions: You may receive a separation refund of your IMRF contributions when you cease working in an IMRF-qualified position if:
1. You are under age 55, irrespective of length of service;
  2. You have less than eight (8) years of service, irrespective of age;
  3. You are age 55 or over but your pension would be less than \$30 per month.
- A separation refund consists of your IMRF contributions only. No interest is paid with a separation refund, nor are the Park District's contributions refunded to you.
- 15.04 Pension: If you are at least 55 years of age and have eight or more years of service credit, you may be entitled to a reduced retirement benefit. To receive full retirement benefits, you must be 60 years of age or older and have at least eight years of service credit.
- 15.05 Disability Benefit: IMRF provides monthly disability payments if an eligible member is unable to perform the duties of his position reasonably assigned by the Park District. You must have at least 12 consecutive months of IMRF service credit, at least nine months of service credit within the previous 12 immediately prior to the disability, and you may not be receiving any earnings from any employer.
- 15.06 Death Benefits: Under certain conditions, IMRF provides for lump sum payment or surviving spouse pension upon your death.

## **16.0 DEFERRED COMPENSATION PROGRAM**

The Geneva Park District participates in Nationwide Retirement Solutions, a deferred compensation program. All full-time and year-round IMRF employees are eligible to participate. Please see the Superintendent of Finance and Personnel for document information provided by Nationwide Retirement Solutions. This program is provided by the Park District, however the Park District does not contribute to the program for the employee.

## 17.0 EMPLOYEE BENEFITS

- 17.01 Participation in Programs and Use of Facilities: If you are a Board Member or Full-Time Employee, you, your spouse, and your children that are 21 years or younger or full-time students who reside in your home, may participate in Park District programs at a reduced charge under the general guidelines established for each facility and recreation program, provided that no one in the general public is displaced. Any full-time employee or family member will not count as a number toward the minimum for a class or program to take place. Any exceptions will be listed in the sections that follow.

Permanent Part-time staff currently working 15 hours or more on the average per week are eligible to sign up for programs at a 50% discount off the appropriate fee ~~dependant~~dependent upon residency status. Permanent Part-time staff currently working 15 hours or more on the average per week will be allotted a \$75.00 total allowance per season for registration at a 50% discount for spouses and any dependents that are 21 years or younger or full-time students who reside in your home. Any discounted registrations for part-time employees or their family members will not count as a number toward the minimum or maximum for a class or program to take place. This benefit for permanent part-time employees or family members does not apply to the following programs: Contractual Programs, Pre-School, Kids Zone, Day Camps, Team Gymnastics and Dance Company, Adult Athletic Leagues, or Trips. All requests must be submitted to the Superintendent of Recreation. The Executive Director may only make exceptions to these guidelines.

A. Cooperative Programs:

Defined as those programs in which the Geneva Park District, along with one or more governmental or not-for-profit groups, provides a recreational activity.

Charges: As determined by the Superintendent of Recreation per general discounts described above. This discount applies to Full-time staff, commissioners, permanent part-time staff and their afore-mentioned family members.

B. Adult Athletic Programs:

Defined as those team sports in which the employee participates as a team member. Charges: The team, upon submitting the team roster, is required to pay the regular registration fee, less any fee that may be charged for the Full-time employee's or commissioner's participation on that team. This discount does not apply to family members.

C. Contractual Programs and Trips:

Defined as those programs in which the Geneva Park District contracts with a profit making organization or programs paid on a per participant basis such as, All Star Sports, Martial Arts, or Young Rembrandts classes, and any trips, etc.

Charges: The Full-time employees, board members or their afore-mentioned family members are required to pay the amount that is contracted with the organization for each participant.

D. Sunset Racquetball & Fitness Center, Stephen D. Persinger Recreation Center:

Upon request, the Geneva Park District will issue memberships to the Sunset Racquetball and Fitness Center and Stephen D. Persinger Recreation Center as follows: 1) All Full-Time staff, commissioners, their afore-mentioned family members and all current fitness facility staff may receive an annual membership at no charge. This includes any Court fees or nursery services. Fitness facility staff may only get a membership at the facility which they work. Fitness facility staff is defined as customer service staff, child care staff and weekend and evening custodians only. 2) All other Permanent Part-time employees who work 15 hours or more on the average per week may receive an annual membership at a 50% discount at the resident rate. 3) Summer short-term employees may receive a specific summer membership at a discounted rate. All memberships are subject to the following provisions: 1) Employees who wish to receive a membership must complete a membership application and return it to the Superintendent of Recreation or Facilities Supervisor, 2) All memberships issued under this policy receive regular membership privileges and are subject to all rules, regulations, and fees surrounding the use of Sunset Racquetball and Fitness Center and Stephen D. Persinger Recreation Center. 3) Guest Fees must be paid by employees, board members and their guests if applicable. 4) All members who receive their membership as a "benefit" should refrain from using the facility during busy times. (Example: Between 5:00 – 7:00 PM, Monday through Thursday, January through March). 5) When employment is terminated, employees may either cancel their membership or pay the remaining balance of the annual membership at a prorated rate.

E. Sunset Pool:

Upon request, the Geneva Park District will issue summer memberships to the Sunset Pool as follows: 1) All Full-Time employees, commissioners and their afore-mentioned family members can receive an individual or family membership depending on the individual need at no charge. 2) All current pool employees can obtain a complimentary individual pool pass or purchase a regular rate family season pass minus the regular rate individual pool pass. 3) All, Part-Time and Short-term employees who are presently working during the pool season and work a minimum of 15 hours per week may purchase an individual or family season pass, at the regular (not Early Bird) resident rate minus a \$15 discount. Part-Time and Short-term employees must have approval from the Facilities Manager or Superintendent of Recreation prior to obtaining this discounted membership. 4) All of the above must complete the required registration forms and must use the photo I.D. system when entering the swimming pool. 5) All fees and discounts are subject to change without prior notice by the Board of Commissioners and/or the Executive Director.

F. Miniature Golf Course:

All Full-Time employees, Commissioners and their afore-mentioned family members can play miniature golf at no charge. All currently-employed miniature golf attendants (family members not included) may play miniature golf at no charge. Discounts do not apply to any other employees. Price subject to change at the discretion of the Executive Director or Board of Commissioners.

G. Discount Purchases:

All Commissioners and Full-time employees currently working for the Geneva Park District are entitled to discounts on any purchases made at the Sunset Racquetball and Fitness Center's Pro Shop. All discounts are subject to the following provisions: 1) Only present employees and commissioners can make discounted purchases. This benefit does not include family members or friends. 2) Discounts will be cost plus 10% on all items and tax must be paid on all purchases. 3) Purchases can only be made from the fitness center staff or Superintendent of Recreation. No other employee is allowed to sell any item at employee discount rates and no one is allowed to purchase items for themselves. 4) Anyone misusing this privilege will have it revoked. 5) This policy subject to change without prior notice at the discretion of the Executive Director or Board of Commissioners.

H. Concession Stand Sales Discount:

Present Full-Time employees, employees of the miniature golf course and pool, and members of the Board of Commissioners of the Geneva Park District are entitled to discounts on purchases made at the Park District's concession stands. Miniature golf and pool staff may only receive employee discounts at their place of employment. All discounts are subject to the following: 1) The Superintendent of Recreation or Facilities Manager will establish "employee prices" prior to the seasonal opening of the concession stands, 2) These prices will be less than the current general public price but not less than the purchase price, 3) Only present employees can make these discount purchases and this benefit does not include family members or friends, 4) Any employee who purchases concession items at a discount for another individual will have this privilege revoked, 5) This policy is subject to change without prior notice at the discretion of the Executive Director or Board of Commissioners.

## **18.0 PAID SICK DAYS**

- 18.01 Preschool Teachers and Aides: Permanent part-time Preschool teachers and aides are eligible for a pre-determined number of paid sick days each school year. The number of days is to be included in the employee's preschool employment contract and job description. Sick days may be used for absences due to your illness or injury or to care for your spouse, your parent or your child. A half-day is a minimum sick day unit that may be taken. These days do not accumulate from year to year and are lost at the end of the school year.

In order to receive sick pay, you or a member of your family must notify your Supervisor of your absence at least 1/2 hour before you are scheduled to start work. Your Supervisor or the Executive Director may request you to submit a doctor's statement verifying the illness or injury. Sick days may only be used for work at preschool; not for any other position the employee may have with the Geneva Park District.

Employees will not be reimbursed for any unused sick days if the employee resigns or is terminated during the school year. Any additional days off due to illness will require a deduction in the employee's salary based on the number of additional days the employee is absent from preschool.

- 18.02 Senior Coordinator: The permanent part-time Senior Coordinator is eligible for a pre-determined number of paid sick days each calendar year. The number of days is to be included in the employee's employment contract and job description. Sick days may be used for absences due to your illness or injury or to care for your spouse, your parent or your child. A half-day is a minimum sick day unit that may be taken. These days do not accumulate from year to year and are lost at the end of the calendar year.

In order to receive sick pay, you or a member of your family must notify your Supervisor of your absence at least 1/2 hour before you are scheduled to start work. Your Supervisor or Executive Director may request you to submit a doctor's statement verifying the illness or injury. Sick days may only be used for work as the Senior Coordinator; not for any other position the employee may have with the Geneva Park District.

Employees will not be reimbursed for any unused sick days if the employee resigns or is terminated. Any additional days off due to illness will require a deduction in the employee's salary based on the number of additional days the employee is absent from work.



## 19.0 FAMILY AND MEDICAL LEAVE ACT (INCLUDING PREGNANCY)

The Family and Medical Leave Act of 1993 provides up to twelve (12) work weeks of unpaid, job-protected leave during any twelve (12) month period to “eligible” employees for certain family and medical reasons and up to 26 work weeks of unpaid leave to care for a covered service member. Employees are eligible if they have worked for the Geneva Park District for at least 12 months, and for at least 1,250 hours over the previous 12 months immediately ~~proceeding~~preceding the commencement of leave.

19.01 Eligibility, Beginning and Length of Leave: The following are reasons for which leave is provided for in the Act: a.) the birth and care of your child; b.) the placement of a child in your home for either adoption or foster care; c.) in order to care for your spouse, child or parent with a serious health condition; and/or d.) your own serious health condition that makes you unable to perform the functions of your job. e) because of any qualifying exigency (as the Secretary of Labor shall determine) arising out of the fact that your spouse, child, or parent is under a call or order to active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation. The procedures described in this policy also apply to absences resulting from on the job injuries. The Park District requires you to substitute all accrued sick days, paid personal days and vacation days for a corresponding portion of the medical leave. The balance of the leave remaining after substituting such paid leave shall be taken without pay (except to the extent you are eligible for Illinois Municipal Retirement Fund disability or Worker’s Compensation benefits). All times missed from work that qualifies for both Family and Medical Leave, and for Workers Compensation, will be counted toward your Family and Medical Leave.

19.02 Request for Leave: Where such leave is foreseeable, you must give a written request for a medical leave to your Department Head at least thirty (30) days before the first day of absence due to medical reasons. The request must specify the reasons you are requesting the medical leave and the date you expect to resume performing the duties of your job. The Park District will also require a physician’s statement setting forth the nature of your medical condition and its expected duration. In accordance with the Act, the Park District reserves the right to require you to obtain a second or third medical opinion, submit all certifications, and maintain periodic

contact with the District regarding your status during leave. Further, the Park District reserves any and all other rights granted to it by such Act. Employees seeking family leave may receive a detailed statement concerning their rights and privileges under the Act, as well as those of the Park District by making a request to the Superintendent of Finance and Personnel. The end of the medical leave will generally be the earlier of the date that you designate as your expected resumption of duties or the date that you are capable of performing the duties of your job.

- 19.02.01 Intermittent Leave: Family leave taken for the birth or placement of a child may not be taken intermittently or on a leave schedule that reduces the number of hours per week or hours per day that you work unless both the Park District and employee agree. Leave taken to care for your own serious health condition or to care for a spouse, child, or parent with a serious health condition may be taken intermittently or on a reduced leave schedule, if medically necessary. The Park District reserves the right to require the employee to transfer temporarily to a position that is better suited to recurring absence. The transfer position must have pay and benefits equivalent to the original position. Employees who take intermittent leave shall not have their remaining FMLA leave time reduced by any more time than they have actually taken off.
- 19.03 Extension of Leave: If for medical reasons, you are unable to return to work at the end of the medical leave, you must seek additional medical leave time. You must submit a written request for additional leave time to your Department Head at least three (3) workdays before the end of the initial medical leave. Your request must specify why you need additional leave time and the amount of additional leave time. Your request also must be supported by a physician's statement. If an extended leave is granted, it will not be covered under the FMLA law, however the Geneva Park District's Personal Leave Policy will take effect (see Section 30.0). The initial FMLA leave plus extensions may not exceed one year.
- 19.04 Reinstatement: An FMLA employee must be restored to the position of employment held when the leave commenced; or must be restored to an equivalent position with the same pay, benefits, and work conditions that the employee had before taking leave. The position should have the same or substantially similar duties and responsibilities that entail substantially equivalent skill, effort, responsibility, and authority as the position before leave. Reinstatement from medical leave therefore, is guaranteed for twelve (12) weeks at your regular position. After twelve (12) weeks, upon expiration of an extended medical leave, we will attempt to reinstate you to a job similar to the one you had held. Reinstatement, however, depends upon the availability of a job

and business requirements. If no such position is available, we will consider you to be on permanent layoff. If you are on a medical leave of greater than thirty (30) days, you must give the Executive Director written notice of your desire to return to work at least five (5) workdays before the end of the medical leave. If you are on leave for your own serious health condition, you must submit a certification from your doctor that you are able to resume work and/or be examined by a physician of our choice and at our expense.

- 19.05 Failure to Return: If you fail to return to an available position on the first scheduled work day after the end of an FMLA or extended leave of absence, we will consider you to have resigned your position effective as of the last day of the approved leave. Further, the Park District may institute legal proceedings to recover the cost of maintaining your health insurance during your leave.
- 19.06 Benefits While on Leave: While on a family medical leave, you will not get credit toward any fringe benefits such as vacation days, personal days or sick days, nor will you be eligible to receive holiday benefits. You will receive health benefits, but you will be required to pay any costs associated with the health insurance the same as if you were not on leave (e.g. deductibles, dependent's premiums). Health insurance benefits for extended personal leaves will be considered on an individual basis.
- 19.07 Certain Highly Compensated Key Employees: may be denied reinstatement when necessary to prevent "substantial and grievous economic injury" to the District's operations. A "key" employee is a salaried Employee who is among the highest paid 10% of Employees at that location, or any location within a 75-mile radius. Employees will be notified of their status as a key employee, when applicable, after they request a Family and Medical Leave.

## 20.0 VICTIMS' ECONOMIC SAFETY AND SECURITY ACT

The Victims' Economic Safety and Security Act (VESSA) took effect on August 25, 2003. Intended as a response to the needs of victims of domestic and sexual violence in the Illinois workforce, VESSA follows the same basic framework as the federal Family and Medical Leave Act (FMLA), providing a victim of domestic gender or sexual abuse with up to 12 weeks of unpaid leave within a 12-month period.

20.01 Employees Covered under VESSA: VESSA grants leave to employees who are victims of domestic or sexual violence, and to those who have a family or household member who is a victim of domestic, gender or sexual abuse. For purposes of this policy, gender violence is defined as (a) one or more violent criminal acts that are committed, at least in part, on the basis of a person's actual or perceived sex or gender, regardless of whether the acts resulted in criminal charges, prosecution or conviction, (b) criminal physical intrusion or physical invasion of a sexual nature under coercive conditions regardless of whether the acts themselves resulted in criminal charges, prosecution or conviction, or (c) a threat to commit either of the above mentioned acts which causes a realistic apprehension that the threat will be carried out. Like the FMLA, employees eligible for leave under VESSA may take leave intermittently or by means of reduced work schedule until the entitlement is exhausted. However, unlike the FMLA, employees are not subject to a minimum service requirement to be eligible for VESSA leave. VESSA denies leave to persons who are "adverse to the individual," thereby excluding perpetrators or accomplices to perpetrators of domestic, gender or sexual violence.

20.02 When to Grant VESSA Leave: Leave by an employee under VESSA may be taken to: 1) permanently or temporarily relocate; 2) seek medical or psychological attention; 3) obtain victim services; 4) participate in safety planning or other actions to increase the safety of the victim; or 5) seek legal assistance or remedies to ensure the victim's safety, including time off for civil or criminal hearings.

20.03 Notice and Certification Requirements: Unless advance notice is impracticable, VESSA requires an employee to provide the Geneva Park District with at least 48 hours' advance notice of the employee's intention to take leave under VESSA. If 48 hours' notice is impracticable, an employee has a "reasonable" period of time to provide certification of the qualifying VESSA event.

Whether an absence is scheduled or unscheduled, the park district has the right to require proper certification. But unlike FMLA, which allows the park district to request certification from a health care provider and obtain second and third opinions, an employee complies with the certification requirement by stating under oath that he or she or a family or household member is a victim under VESSA and leave is being requested for one of the statutorily prescribed purposes. The park district may require further production of medical documentation, a police or court report, documentation from the clergy or any corroborating evidence, but the statute does not say when the employee must obtain and provide such corroboration.

20.04 Employee Rights and Protections under VESSA: Although providing for up to 12 weeks of leave, VESSA does not “create a right for an employee to take unpaid leave that exceeds the unpaid leave time allowed under, or is in addition to the unpaid leave time permitted by, the FMLA.” Illinois legislature limits a leave covered by both the FMLA and VESSA to extend no more than 12 weeks. The Geneva Park District must continue medical coverage under the same terms and conditions that would have applied if the employee had continued in active employment. However, if the employee does not return from the leave, he/she is required to reimburse the Geneva Park District for its cost of providing medical coverage during the leave. VESSA requires the park district to restore an employee to the same or equivalent position held by the employee before leave was taken and to continue health insurance coverage during the leave. Although benefits need not continue to accrue during the leave, taking leave under VESSA cannot result in the loss of employment benefits earned before leave commenced. VESSA prohibits discrimination and retaliation against employees who exercise their rights or oppose unlawful actions under VESSA. Additionally, the Park District may not discipline or discharge an employee because the workplace may be “disrupted or threatened” by a perpetrator committing or threatening to commit an act of domestic, gender or sexual violence against an employee.

20.05 Workplace Adjustments: VESSA requires the Park District not only to provide time off, but also to reasonably accommodate the “known limitations” of a victim of domestic, gender or sexual abuse or of a family or household member of a victim. Reasonable accommodations include: adjustments to a job structure, workplace facility, or work requirement, including transfer, reassignment, or modified schedule, leave, a changed telephone number or seating assignment, installation of a lock, or implementation of a security procedure, in response to actual or

threatened domestic, gender or sexual violence.” The Park District’s obligation to provide responsible accommodations is counterbalanced by an “undue” hardship standard.

20.06 Enforcement: The Illinois Department of Labor (IDOL) is in charge of administering and enforcing VESSA. Every employer is required to post and maintain, in a conspicuous place, documentation provided by IDOL summarizing the requirements of VESSA and an employee's rights under it. No private right of action exists under VESSA, but an employee may file a complaint alleging a violation with IDOL. At its discretion, IDOL will perform its own investigation and hold a public hearing, upon request. Violations of VESSA may be reported up to three years from the date of the alleged violation occurred.

An employer who violates VESSA may be liable to an employee for back pay and benefits, compensatory damages, attorney's fees, and equitable relief such as hiring, reinstatement, promotion and reasonable accommodations. An employer's failure to pay damages within 30 days of a judgment in favor of IDOL will result in a one-percent-per-day penalty thereafter, with no cap as to how high the penalty may reach.

## 21.0 EVALUATIONS

Evaluations are a tool that can be utilized on a periodic basis to assess the various categories of strengths and weaknesses of each employee. Written evaluation forms are provided for every type of position in the Park District and are to be filled out by the Supervisor and given to the employee to review and prepare comments that he/she feels are appropriate. After the employee has had time to review the written evaluation, the Supervisor and the employee shall sit down and discuss the evaluation in detail.

Appropriate space is provided at the end of the form for the employee to make written comments. All evaluations must be signed and filed in the employee's personal history file. All new employees shall be evaluated after the completion of their six (6) month introductory period. From then on, it is required that evaluations be completed at least once per year for all full-time employees. Evaluations may be performed on a more frequent basis if the Supervisor in charge deems it appropriate. Part-time or seasonal employees may be evaluated at any time, due to the short-term nature of their employment.



## **22.0 COMPLIANCE WITH SUPERVISORY DIRECTIVE**

You are required to comply with the directives of your immediate Supervisors, the Board, and administrative staff in the performance of your duties. Failure to comply with directives could be considered insubordination subject to discipline up to and including termination.

## **23.0 TEMPORARY AND PERMANENT SEPARATION FROM EMPLOYMENT**

23.01 Disciplinary Actions: All employees are expected to meet the Geneva Park District's standards of work performance, engage in acceptable conduct and to satisfactorily perform your duties under the policies, guidelines and rules contained in this Manual. In addition, you are expected to follow any other Park District policies, rules and guidelines, performance standards, the directions of your Supervisors, and to act in accordance with federal, state and local laws. Work performance encompasses many factors, including attendance, punctuality, personal conduct, job proficiency and general compliance with the Park District's policies and procedures.

If an employee does not meet these standards, the Park District may, under appropriate circumstances, take corrective action, other than immediate dismissal. The intent of corrective action is to formally document problems while providing the employee with a reasonable time within which to improve performance. The process is designed to encourage development by providing employees with guidance that need improvement such as work performance, attendance problems, attitude, personal conduct, general compliance with the Park District's policies and procedures and/or other disciplinary problems.

Although not required or guaranteed, some form of progressive discipline may be used if deemed appropriate by the Park District. You may be dismissed, however, after a progressive disciplinary action has not changed any substandard performance or misconduct on your part. Notwithstanding the Park District's option to use progressive discipline, the Park District is not required to do so and may, in its sole discretion, forego lesser forms of discipline at any time and proceed immediately with your dismissal.

While we hope and expect the need for disciplinary action will be rare, when your job performance, attitude, or conduct falls short of our established standards, we will not hesitate to take appropriate action. Such actions will range from oral warnings to termination. This means that, as a general rule, you will be given an increasingly severe penalty each time an offense is committed. Some types of misconduct, however, are so intolerable that termination may be imposed for the first offense.

23.01.01 Oral Warning: Your Supervisor(s) may issue oral warnings. Oral warnings are issued for the purpose of expressing disapproval of conduct or poor work performance and/or attendance, to clarify applicable procedures or guidelines, and to warn you that repetition of the conduct or failure to improve work performance and/or attendance may result in more severe discipline including discharge. The Supervisor imposing the oral warning will discuss the warning with you and suggest how to correct the offending conduct. Documentation of an oral warning may be placed in your personnel file.

23.01.02 Written Warning: Your Supervisor(s) may issue written warnings. Written warnings consist of a conference between you and the Supervisor imposing the warning, and a written memorandum expressing disapproval of conduct or poor work performance and/or attendance and warning you that repetition of the conduct or failure to improve may result in more severe discipline including discharge. Written warnings will be used for poor work performance, poor attendance, or repeated misconduct of a minor nature or for more serious misconduct which in the Park District's opinion does not warrant suspension or discharge.

You are required to sign the written warning indicating receipt of the warning and your understanding of the reason for the warning. You will also be given an opportunity to provide written comments on the form. If you refuse to sign, another Supervisor will be asked to witness your refusal. A copy of the written warning will be placed in your personnel file.

23.01.03 Suspension: A suspension is defined as temporarily relieving an employee from duties. Depending on the circumstances, a suspension may be with or without pay, in the sole discretion of the Executive Director. The Supervisor(s) imposing the suspension will meet with you and give you written memorandum outlining the details of your suspension, including without limitation, the reasons for and duration of your suspension. During this meeting, you will be given an opportunity to respond to the reason(s) for your suspension. The duration of your suspension shall be determined by the sole discretion of the Executive Director. Unpaid suspensions of non-exempt employees will be based on daily increments. To the extent permitted by law, unpaid suspensions of exempt employees will be based on weekly increments. You are required to sign the written notice of your suspension indicating receipt and understanding of the reason(s) provided in the suspension memorandum. You will also be given an opportunity to provide written comments on the notice. If you refuse to sign, another Supervisor will be asked to witness your refusal. A copy of the notice will be placed in your personnel file.

23.01.04 Dismissal: A dismissal is a termination of employment initiated by the Park District. You may be dismissed for any lawful reason at any time. All Park District employees serve at the will of the Park District.

If you are dismissed you will receive written notice of the reasons for your dismissal including effective date and time of dismissal. Your Supervisor or designee will meet with you, explain the reasons for your dismissal, and offer you the opportunity to respond. You are required to sign the written notice of your dismissal indicating your receipt of the notice and understanding of the reason for the dismissal. If you refuse to sign, another Supervisor may be asked to witness your refusal. A copy of the notice will be placed in your personnel file. You may further respond to those charges, if any, through the formal review procedure outlined in Section 36.0.

23.01.05 Examples of Reasons for Disciplinary Action: You may be warned, suspended, and/or dismissed whenever it is determined, in the Park District's sole discretion, to be in its best interests. Nevertheless, listed below are some examples of reasons for disciplinary action. This list, however, does not constitute an exhaustive list of all of the acts that may subject you to disciplinary action including discharge and does not change the employment-at-will relationship between the employee and the Park District. Instead, the following list sets forth some of the more typical cases that arise in the course of an employment relationship. They include but are not limited to:

1. Failure to adhere to Park District policies and/or procedures including without limitation safety policies, ordinances and procedures.
2. Absence from duty without permission, habitual tardiness, excessive absenteeism, or misrepresentation of material facts relating to the use of leave.
3. Extending breaks or lunches and/or not taking breaks or lunches at scheduled times.
4. Leaving job during working hours without permission.
5. Failure to obey any lawful official rule, regulation or order, or failure to obey any proper direction made or given by your Supervisor(s).
6. Inability or unwillingness to take orders from Supervisor(s).
7. Uncooperative, hostile or discourteous attitude or conduct toward your Supervisor(s), the Board, co-workers or members of the public or threatening or striking any person who is in or on Park District property or participating in Park District activities.

8. Being wasteful of, improper operation of, or the willful destruction of Park District supplies, materials, vehicles, equipment, tools, working time or other Park District property.
9. Failure to wear uniform or safety equipment (e.g., safety shoes, glasses, goggles and/or face shield) as required by this Manual and/or department manuals, rules and/or procedures or the failure to wear appropriate clothing for duties as required by this Manual or department manual, rules and/or procedures.
10. Endangering one's safety and/or the safety of others because of failure to act properly and safely in the performance of job duties.
11. Failure to follow any federal, state, local or Park District laws, rules or regulations while on duty or while in or on Park District property or engaging in criminal activity while on duty or while in or on Park District property.
12. Failing to report an accident or known hazardous conditions to your immediate Supervisor.
13. Gambling or fighting while on duty.
14. Being under the influence or possession of intoxicants or illegal drugs while on duty or on Park District property or failing to notify the Park District that you are taking legal drugs when such notice is required. (See 50.07)
15. Theft or misappropriation or the careless, negligent or improper use of funds or property belonging to the Park District, fellow employees or the public.
16. Possession of weapons in or on Park District property or while on duty.
17. Felony conviction.
18. Incompetent, inefficient or negligent performance of duties; inability or failure to perform duties properly.
19. Failure to maintain valid driver's license or other license or certification which may be required for your position or as provided in this Manual.
20. Smoking in restricted areas.
21. Harassment of other employees or members of the public.
22. Dishonesty; lying to Park District personnel or falsifying or providing misleading information on forms, records or reports provided to or on behalf of the Park District including without limitation accident reports, employment applications/resumes, financial reports, reimbursement reports and departmental reports.
23. Time card or sign-in book violations.

24. Unauthorized possession, use or copying of any records that are the property of the Park District.
25. Sleeping on duty.
26. Violation of employee policies, rules or guidelines or engaging in any conduct determined by the Park District in its sole discretion not to be in its best interests.
27. Any violation of policies or procedures regarding the privacy of individually identifiable health information (or protected health information), as mandated by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and as defined by the U.S. Department of Health and Human Services.
- 23.02 Employment At-Will: Employment with the Park District is on an at-will basis. This means that both employees and the Park District have the right to terminate employment at any time with or without cause or notice.
- 23.03 Lay-Offs: The Park District may, in its sole discretion, reduce the number of employees in any given area at any time. Employees may be laid-off whenever there is a lack of work or funds or a change in functions directly or indirectly creates a surplus of employees for the workload of the Park District. Although the Park District is under no obligation to do so, every reasonable effort will be made to transfer full-time employees to another department rather than laying them off. When this is impractical, the Department Head will consider seniority, among other factors, where qualifications, ability, attitude, and performance factors are substantially the same in determining whom to lay off.
- 23.04 Resignations: As an at-will employee, you may resign your position with the Park District at any time, with or without notice or cause. However, the Park District requests that you give your immediate Supervisor sufficient notice of your intention to resign to enable the Park District to minimize departmental hardship and to make proper provisions for the filling of your position. The Park District requests that all full-time employees should give written notice to your immediate Supervisor at least fifteen working days prior to your last workday; however, twenty working days notice is preferred for Department Head employees. . Vacation days or personal days may not be included in the notice period. You may leave anytime during ten days with your immediate Supervisor's consent and remain in good standing. If you fail to resign in good standing, you may not be eligible for rehire unless you demonstrate good cause for leaving early. Short-term employees will not be in good standing or eligible for rehire if they leave their

employment before the end of their assignment without good cause for leaving early.

- 23.05 Retirement: Employees may retire for the purpose of collecting retirement or Social Security. Please contact the Superintendent of Finance and Personnel so that the appropriate paperwork can be completed in a timely manner.
- 23.06 Return of Park District Property: Before officially separating from the Park District's employment for any reason, you must return all Park District property, including without limitation vehicles, tools, keys, uniforms, equipment, and identification, credit and insurance cards.
- 23.07 Separation of Service: Upon separation, your unused earned vacation leave will be paid to you or your heirs at your rate of pay as of your separation date. Fifty percent (50%) of your unused sick days will be paid to you or your heirs at your rate of pay as of your separation date up to a maximum of forty-five (45) paid days. Your health insurance may be continued under applicable law. The Superintendent of Finance and Personnel will provide you with the appropriate information when you separate from the Park District.
- 23.08 References: Information provided by the Park District in response to requests for employment references will generally be limited to your starting date, ending date, job title, and job description. You should complete and deliver a written release to the Park District, in the form required by the Park District, before any additional information will be provided.

## 24.0 REVIEW OF SUSPENSION / DISMISSAL

- 24.01 Review Of Disciplinary Action Other Than Dismissal: In the case of disciplinary action other than dismissal, you may request a review of the action by submitting your request in writing to your immediate Supervisor within five (5) working days from the date the action was taken. Your immediate Supervisor may meet with you and should issue a written determination within ten (10) working days of receipt of your written request for review. If you are not satisfied with this determination, you may seek review by submitting a written request with a copy of the initial determination to the Supervisor at the succeeding level of authority in your department within five (5) working days after the date of the initial determination. This Supervisor may meet with you and should issue a written determination within ten (10) working days of receipt of your written request for review. If you are not satisfied with the determination at this stage, you may continue this process through each succeeding Supervisory level in your department up to the Executive Director. Any decision of the Executive Director shall be final.

The Park District's failure to strictly adhere to the time limits or the procedure in this section shall not affect the resolution of any disciplinary action. This procedure should be followed to the extent that it is, in the Park District's sole discretion, practicable under the circumstances.

- 24.02 Review of Dismissal: The decision to dismiss you shall be final unless you request a review of your dismissal by submitting a written request to the Executive Director within five (5) working days from the date the action was taken. The Executive Director or a designee may meet with you and investigate the circumstances surrounding your dismissal. The Executive Director or the designee(s) should issue a written determination within ten (10) working days of receipt of your written request. The Executive Director's decision shall be final.

~~If you are a Department Head who has been dismissed, you may make a request to the President of the Board ("President") to have your dismissal reviewed by the Board. The Executive Director's decision to dismiss you shall be final unless you submit a written request for review of dismissal to the President within (5) working days from the date the action was taken. The President and the Board may meet with you and investigate the circumstances surrounding your dismissal. The President on behalf of the Board should issue a written determination within ten (10) working days of receipt of your written request. The Board's~~



~~decision shall be final.~~

Nothing in this section shall limit or restrict the Park District's right to dismiss an employee at any time, with or without cause. The Park District's failure to strictly adhere to the time limits or the procedure in this section shall not affect the resolution of any disciplinary action. This procedure will be followed to the extent that it is, in the Park District's sole discretion, practicable. The Park District reserves the right to proceed directly to the Executive Director's or the designee's review of an employee's dismissal.

- 24.03 Employee's Response: You may respond to any disciplinary action taken against you by preparing a written response stating your position or objection to the disciplinary action and placing it in your personnel file. It is your responsibility to make certain that your written response is placed in your personnel file.

Nothing in this section shall limit or restrict the Park District's right to dismiss you at any time, with or without cause or notice. As an at-will employee of the Park District, you may terminate your employment at any time, with or without cause or notice and the Park District retains a similar right.

## **25.0 GRIEVANCE PROCESS AND PROCEDURE**

Any employee who has a grievance arising from his employment with the Park District is encouraged to attempt to resolve problems with the person(s) involved. If that is unsuccessful or if, for any reason, you feel uncomfortable discussing the problem with the person(s) involved, you may use the following procedure:

Step 1: You may present a grievance to your immediate Supervisor. Your immediate Supervisor will meet with you and give you a response within three (3) working days of discussing the grievance with you. In most cases, the problem can and should be resolved with a frank and open discussion between you and your immediate Supervisor. However, if a satisfactory resolution is not reached at this level, you may proceed to step 2.

Step 2: You may present a written grievance to the Supervisor at the succeeding level of authority in your Department. The Supervisor will investigate the matter, discuss the matter with you and your immediate Supervisor and should give you a written response within three (3) working days of discussing the grievance with you. If you are not satisfied with the resolution at this stage, you may continue this process through each succeeding level of authority in your department up to the Executive Director. In the event it is necessary for you to process your grievance up to the Executive Director, the Executive Director should issue a written decision within ten (10) working days of discussing the grievance with you unless investigation requires a longer period of time. Any decision of the Executive Director is final and not subject to further review.

If you feel uncomfortable discussing your grievance with your immediate Supervisor you may immediately proceed to step 2. In all cases, the Executive Director's decision shall be final. The Park District's failure to strictly adhere to the time frames suggested above will not affect the resolution of the grievance. This grievance procedure does not apply to performance evaluations, suspensions, dismissals or other disciplinary actions, which may be reviewed in accordance with Section 35.0. The Park District will not discriminate or retaliate against an employee if the employee, in good faith, processes a grievance through this procedure or, in good faith, testifies, assists or participates in a grievance procedure investigation. A copy of all correspondence relating to the grievance will be placed in the employee's personnel file.

## 26.0 ACCIDENTS AND INJURIES

If an employee is involved in a work-related accident or injury, no matter how minor, it must be immediately reported to his/her Supervisor. In case of emergency, the employee may go to the nearest available hospital or Dreyer Medical Clinic at 2500 W Fabyan Pkwy, Batavia, IL 60510 (map below) for treatment, whichever is more applicable. The employee shall notify his/her Supervisor of the action taken as soon as possible.

If a participant is involved in an accident or injury, no matter how minor, it must be immediately reported to a Supervisor. Depending on the seriousness of the accident, it may be necessary to call 911 for medical assistance. Staff shall notify a Supervisor of the action taken as soon as possible.

All accidents and injuries should be documented on an Accident Report Form. The form should be submitted to the Supervisor of the program/facility and then forwarded to the Safety Coordinator. The Safety Coordinator may then send the report to PDRMA depending on the severity of the accident. Accident report forms are available at all facilities.

### MAP to Dreyer Medical Clinic



## **27.0 NEPOTISM / ROMANTIC RELATIONSHIPS**

Immediate family members of current Geneva Park District Board members and the Executive Director may not be employed for any full-time, part-time or seasonal position within the Park District. Immediate family members of all other full-time and part-time employees may be employed for any full-time, part-time or seasonal position, as long as the family member is not directly supervised by the full-time or part-time employee as determined by the Park District, or if there is an actual conflict of interest. Each application for employment must be approved by the Executive Director, and he/she has the right to waive the policy under special circumstances. For the purpose of this section, immediate family members shall be defined as the employee's spouse, mother, father, in-laws, children, brother, sister, grandparents, grandchildren and any other members of the employee's household. This policy also applies to romantic relationships.

Grandfather Clause: An employee who is hired before their family member is elected or appointed to the Board or hired as the Executive Director then that person is exempt from this policy.

Employees who become immediate family members or establish a romantic relationship may continue employment as long as it does not involve any of the above. If one of the conditions outlined should occur, attempts will be made to find a suitable position within the Park District to which one of the employees will transfer. If employees become immediate family members or establish a romantic relationship, the Park District will make reasonable efforts to assign job duties so as to minimize problems of supervision, safety, security or morale. If accommodations of this nature are not feasible, the employees will ordinarily be permitted to determine which of them will resign. If the employees cannot make a decision, the Park District will decide in its sole discretion who will remain employed.

## **28.0 EMPLOYMENT IN MORE THAN ONE DEPARTMENT**

Full-time and part-time employees are usually hired for a specific position in a department. Provided that your primary job with the Park District is not compromised in any manner and you receive written, advance permission from your Department Head, you may work an additional part-time or short-term job with the Park District. Permission may be subsequently revoked, however, if the Park District determines in its sole discretion that such additional job adversely interferes with your primary job.

## **29.0 POLITICAL ACTIVITY**

You are not permitted to take an active role in the election of park commissioners. This includes circulating petitions, making public presentations on behalf of candidates, or other forms of endorsement or campaigning.

You may not campaign for or promote politicians or political causes in any way during working time. Working time means that portion of any workday that you are supposed to be performing actual job duties; it does not include such times as lunch periods, break time or other duty-free periods. You may not participate in political activity when dressed in a uniform or clothing identifying you as a Park District employee.

### **30.0 GIFTS, GRATUITIES AND REWARDS**

You must never solicit, nor should you expect people who use our facilities to give you gifts, i.e. Christmas gifts, gratuities or rewards for performing your job, except as otherwise provided in this section. If someone offers or gives you a gift because of your position as our employee, you must report it to the Executive Director. This policy does not apply to nominal non-cash matters such as a cup of coffee, a soft drink, a sandwich, etc. If you are in doubt, contact your Department Head.

You should be aware that Illinois law prohibits any public employee from soliciting or knowingly accepting for the performance of any act a fee or reward that he/she knows is not authorized by law (please see Section 52, Ethics Ordinance). If you are in doubt about any provisions of this section, contact your Department Head; Department Heads may contact the Executive Director and the Executive Director may contact the Board. This policy applies to all employees. Retention of any gift will be conditional upon the approval of the Executive Director after consultation with the appropriate Department Head. Failure to properly report a gift, gratuity or other reward may subject you to disciplinary action up to and including dismissal.

31.0

**ETHICS ORDINANCE**  
*Ordinance # 2004-11*

**PREAMBLE**

WHEREAS, the Illinois General Assembly has enacted the State Officials and Employees Ethics Act (Public Act 93-615, effective November 19, 2003, as amended by Public Act 93-617, effective December 9, 2003), which is a comprehensive revision of State statutes regulating ethical conduct, political activities and the solicitation and acceptance of gifts by State officials and employees; and

WHEREAS, the Act requires all units of local government and school districts, within six months after the effective date of Public Act 93-615, to adopt ordinances or resolutions regulating the political activities of, and the solicitation and acceptance of gifts by, the officers and employees of such units "in a manner no less restrictive" than the provisions of the Act; and

WHEREAS, it is the clear intention of the Act to require units of local government and school districts to implement regulations that are at least as restrictive as those contained in the Act, and to impose penalties for violations of those regulations that are equivalent to those imposed by the Act, notwithstanding that such penalties may exceed the general authority granted to units of local government to penalize ordinance violations; and

WHEREAS, it is the clear intention of the Act to provide units of local government with all authority necessary to implement its requirements on the local level regardless of any general limitations on the power to define and punish ordinance violations that might otherwise be applicable; and

WHEREAS, because the Act provides for the imposition of significant penalties for violations of said local regulations, it is necessary to adopt the required regulations by Ordinance rather than by Resolution;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE GENEVA PARK DISTRICT, AS FOLLOWS:

SECTION I: The Code of Ordinances of Geneva Park District is hereby amended by the addition of the following provisions:



## **ARTICLE 1 DEFINITIONS**

Section 1-1. For purposes of this ordinance, the following terms shall be given these definitions:

"Campaign for elective office" means any activity in furtherance of an effort to influence the selection, nomination, election, or appointment of any individual to any federal, State, or local public office or office in a political organization, or the selection, nomination, or election of Presidential or Vice-Presidential electors, but does not include activities (i) relating to the support or opposition of any executive, legislative, or administrative action, (ii) relating to collective bargaining, or (iii) that are otherwise in furtherance of the person's official duties.

"Candidate" means a person who has filed nominating papers or petitions for nomination or election to an elected office, or who has been appointed to fill a vacancy in nomination, and who remains eligible for placement on the ballot at a regular election, as defined in section 1-3 of the Election Code (10 ILCS 5/1-3).

"Collective bargaining" has the same meaning as that term is defined in Section 3 of the Illinois Public Labor Relations Act (5 ILCS 315/3).

"Compensated time" means, with respect to an employee, any time worked by or credited to the employee that counts toward any minimum work time requirement imposed as a condition of his or her employment, but for purposes of this Ordinance, does not include any designated holidays, vacation periods, personal time, compensatory time off or any period when the employee is on a leave of absence. With respect to officers or employees whose hours are not fixed, "compensated time" includes any period of time when the officer is on premises under the control of the employer and any other time when the officer or employee is executing his or her official duties, regardless of location.

"Compensatory time off" means authorized time off earned by or awarded to an employee to compensate in whole or in part for time worked in excess of the minimum work time required of that employee as a condition of his or her employment.

"Contribution" has the same meaning as that term is defined in section 9-1.4 of the Election Code (10 ILCS 5/9-1.4).

"Employee" means a person employed by the Geneva Park District whether on a fulltime or part-time basis or pursuant to a contract, whose duties are subject to the direction and control of an employer with regard to the material details of how the work is to be performed, but does not include an independent contractor.

"Employer" means the Geneva Park District.

"Gift" means any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to government employment or the official position of an officer or employee.

"Leave of absence" means any period during which an employee does not receive (i) compensation for employment, (ii) service credit towards pension benefits, and (iii) health insurance benefits paid for by the employer.

"Officer" means a person who holds, by election or appointment, an office created by statute or ordinance, regardless of whether the officer is compensated for service in his or her official capacity.

"Political activity" means any activity in support of or in connection with any campaign for elective office or any political organization, but does not include activities (i) relating to the support or opposition of any executive, legislative, or administrative action, (ii) relating to collective bargaining, or (iii) that are otherwise in furtherance of the person's official duties.

"Political organization" means a party, committee, association, fund, or other organization (whether or not incorporated) that is required to file a statement of organization with the State Board of Elections or a county clerk under Section 9-3 of the Election Code (IO 1LCS 5/9-3), but only with regard to those activities that require filing with the State Board of Elections or a county clerk.

"Prohibited political activity" means:

(1) Preparing for, organizing, or participating in any political meeting, political rally, political demonstration, or other political event.

(2) Soliciting contributions, including but not limited to the purchase of, selling, distributing, or receiving payment for tickets for any political fundraiser, political meeting, or other political event.

(3) Soliciting, planning the solicitation of, or preparing any document or report regarding anything of value intended as a campaign contribution.

(4) Planning, conducting, or participating in a public opinion poll in connection with a campaign for elective office or on behalf of a political organization for political purposes or for or against any referendum question.

(5) Surveying or gathering information from potential or actual voters in an election to determine probable vote outcome in connection with a campaign for elective office or on behalf of a political organization for political purposes or for or against any referendum question.

(6) Assisting at the polls on election day on behalf of any political organization or candidate for elective office or for or against any referendum question.

(7) Soliciting votes on behalf of a candidate for elective office or a political organization or for or against any referendum question or helping in an effort to get voters to

the polls.

(8) Initiating for circulation, preparing, circulating, reviewing, or filing any petition on behalf of a candidate for elective office or for or against any referendum question.

(9) Making contributions on behalf of any candidate for elective office in that capacity or in connection with a campaign for elective office.

(10) Preparing or reviewing responses to candidate questionnaires.

(11) Distributing, preparing for distribution, or mailing campaign literature, campaign signs, or other campaign material on behalf of any candidate for elective office or for or against any referendum question.

(12) Campaigning for any elective office or for or against any referendum question.

(13) Managing or working on a campaign for elective office or for or against any referendum question.

(14) Serving as a delegate, alternate, or proxy to a political party convention.

(15) Participating in any recount or challenge to the outcome of any election.

"Prohibited source" means any person or entity who:

(1) is seeking official action (i) by an officer or (ii) by an employee, or by the officer or another employee directing that employee;

(2) does business or seeks to do business (i) with the officer or (ii) with an employee, or with the officer or another employee directing that employee;

(3) conducts activities regulated (i) by the officer or (ii) by an employee, or by the officer or another employee directing that employee; or

(4) has interests that may be substantially affected by the performance or non-performance of the official duties of the officer or employee.

## **ARTICLE 5 PROHIBITED POLITICAL ACTIVITIES**

### **Section 5-1. Prohibited political activities.**

(a) No officer or employee shall intentionally perform any prohibited political activity during any compensated time, as defined herein. No officer or employee shall intentionally use any property or resources of the Geneva Park District in connection with any prohibited political activity.

(b) At no time shall any officer or employee intentionally require any other officer or employee to perform any prohibited political activity (i) as part of that officer or employee's duties, (ii) as a condition of employment, or (iii) during any compensated time off (such as holidays, vacation or personal time off).

(c) No officer or employee shall be required at any time to participate in any prohibited political activity in consideration for that officer or employee being awarded additional compensation or any benefit, whether in the form of a salary adjustment, bonus, compensatory time off, continued employment or otherwise, nor shall any officer or employee be awarded additional compensation or any benefit in consideration for his or her participation in any prohibited political activity.

(d) Nothing in this Section prohibits activities that are permissible for an officer or employee to engage in as part of his or her official duties, or activities that are undertaken by an officer or employee on a voluntary basis which are not prohibited by this Ordinance.

(e) No person either (i) in a position that is subject to recognized merit principles of public employment or (ii) in a position the salary for which is paid in whole or in part by federal funds and that is subject to the Federal Standards for a Merit System of Personnel Administration applicable to grant-in-aid programs, shall be denied or deprived of employment or tenure solely because he or she is a member or an officer of a political committee, of a political party, or of a political organization or club.

## **ARTICLE 10 GIFT BAN**

Section 10-1. Gift ban. Except as permitted by this Article, no officer or employee, and no spouse of or immediate family member living with any officer or employee (collectively referred to herein as "recipients"), shall intentionally solicit or accept any gift from any prohibited source, as defined herein, or which is otherwise prohibited by law or ordinance. No prohibited source shall intentionally offer or make a gift that violates this Section.

Section 10-2. Exceptions. Section 10-1 is not applicable to the following:

(1) Opportunities, benefits, and services that are available on the same conditions as for the general public.

(2) Anything for which the officer or employee, or his or her spouse or immediate family

member, pays the fair market value.

(3) Any (i) contribution that is lawfully made under the Election Code or (ii) activities associated with a fundraising event in support of a political organization or candidate.

(4) Educational materials and missions.

(5) Travel expenses for a meeting to discuss business.

(6) A gift from a relative, meaning those people related to the individual as father, mother, son, daughter, brother, sister, uncle, aunt, great aunt, great uncle, first cousin, nephew, niece, husband, wife, grandfather, grandmother, grandson, granddaughter, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, and including the father, mother, grandfather, or grandmother of the individual's spouse and the individual's ~~fiancee~~fiancé or ~~fiancee~~fiancée.

(7) Anything provided by an individual on the basis of a personal friendship unless the recipient has reason to believe that, under the circumstances, the gift was provided because of the official position or employment of the recipient or his or her spouse or immediate family member and not because of the personal friendship. In determining whether a gift is provided on the basis of personal friendship, the recipient shall consider the circumstances under which the gift was offered, such as: (i) the history of the relationship between the individual giving the gift and the recipient of the gift, including any previous exchange of gifts between those individuals; (ii) whether to the actual knowledge of the recipient the individual who gave the gift personally paid for the gift or sought a tax deduction or business reimbursement for the gift; and (iii) whether to the actual knowledge of the recipient the individual who gave the gift also at the same time gave the same or similar gifts to other officers or employees, or their spouses or immediate family members.

(8) Food or refreshments not exceeding \$75 per person in value on a single calendar day; provided that the food or refreshments are (i) consumed on the premises from which they were purchased or prepared or (ii) catered. For the purposes of this Section, "catered" means food or refreshments that are purchased ready to consume which are delivered by any means.

(9) Food, refreshments, lodging, transportation, and other benefits resulting from outside business or employment activities (or outside activities that are not connected to the official duties of an officer or employee), if the benefits have not been offered or enhanced because of the official position or employment of the officer or employee, and are customarily provided to others in similar circumstances.

(10) Intra-governmental and inter-governmental gifts. For the purpose of this Act, "intra-governmental gift" means any gift given to an officer or employee from another officer or employee, and "inter-governmental gift" means any gift given to an officer or employee by an officer or employee of another governmental entity.

(11) Bequests, inheritances, and other transfers at death.

(12) Any item or items from any one prohibited source during any calendar year having a cumulative total value of less than \$100.

Each of the exceptions listed in this Section is mutually exclusive and independent of every other.

Section 10-3. Disposition of gifts. An officer or employee, his or her spouse or an immediate family member living with the officer or employee, does not violate this Ordinance if the recipient promptly takes reasonable action to return a gift from a prohibited source to its source or gives the gift or an amount equal to its value to an appropriate charity that is exempt from income taxation under Section 501 (c)(3) of the Internal Revenue Code of 1986, as now or hereafter amended, renumbered, or succeeded.

#### **ARTICLE 15 ETHICS ADVISOR**

Section 15-1. The Executive Director, with the advice and consent of the Board of Commissioners shall designate an Ethics Advisor for the Geneva Park District. The duties of the Ethics Advisor may be delegated to an officer or employee of the Geneva Park District unless the position has been created as an office by the Geneva Park District.

Section 15-2. The Ethics Advisor shall provide guidance to the officers and employees of the Geneva Park District concerning the interpretation of and compliance with the provisions of this Ordinance and State ethics laws. The Ethics Advisor shall perform such other duties as may be delegated by the Board of Commissioners.

#### **ARTICLE 20 ETHICS COMMISSION**

INTENTIONALLY OMMITTED

## **ARTICLE 25**

### **PENALTIES**

Section 25-1. Penalties. (a) A person who intentionally violates any provision of Article 5 of this Ordinance may be punished by a term of incarceration in a penal institution other than a penitentiary for a period of not more than 364 days, and may be fined in an amount not to exceed \$2,500.

(b) A person who intentionally violates any provision of Article 10 of this Ordinance is subject to a fine in an amount of not less than \$1,001 and not more than \$5,000.

(c) Any person who intentionally makes a false report alleging a violation of any provision of this Ordinance to the local enforcement authorities, the State's Attorney or any other law enforcement official may be punished by a term of incarceration in a penal institution other than a penitentiary for a period of not more than 364 days, and may be fined in an amount not to exceed \$2,500.

(d) A violation of Article 5 of this Ordinance shall be prosecuted as a criminal offense by an attorney for the Geneva Park District by filing in the circuit court information, or sworn complaint, charging such offense. The prosecution shall be under and conform to the rules of criminal procedure. Conviction shall require the establishment of the guilt of the defendant beyond a reasonable doubt.

A violation of Article 10 of this Ordinance may be prosecuted as a quasi-criminal offense by an attorney for the Geneva Park District, or, if an Ethics Commission has been created, by the Commission through the designated administrative procedure.

(e) In addition to any other penalty that may be applicable, whether criminal or civil, an officer or employee who intentionally violates any provision of Article 5 or Article 10 of this Ordinance is subject to discipline or discharge.

SECTION 2: This Ordinance shall be in effect upon its passage, approval and publication as provided by law.

PRESENTED to the Board of Commissioners of the Geneva Park District this 17<sup>th</sup> day of May, 2004.

PASSED by the Board of Commissioners of the Geneva Park District this 17<sup>th</sup> day of May, 2004.

APPROVED by the President of the Geneva Park District this 17<sup>th</sup> day of May, 2004.

\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary

Votes:  
Aye:  
Nay:



STATE OF ILLINOIS )  
COUNTY OF KANE ) SS  
GENEVA PARK DISTRICT )

I, Stephen D. Persinger, Secretary of the Geneva Park District, Kane County, Illinois do hereby certify that the above and foregoing is a true and exact copy of an ordinance entitled "ETHICS ORDINANCE OF GENEVA PARK DISTRICT, KANE COUNTY, ILLINOIS", adopted at a regular meeting of the Board of Commissioners of the Geneva Park District, held on the 17th day of May, 2004 by the votes of all Commissioners of said Park District present at said meeting being \_\_\_\_\_ votes aye, and \_\_\_\_\_ votes nay, and absent, and approved by the President who signed same on the 17th day of May, 2004 and filed in the office of the District on said date, all as appears from the records and files in said office.

I do further certify that said ordinance was duly published in book form in lieu of other publication, on the 18th day of May, 2004 and copies thereof placed in the office of the Geneva Park District available to the public.

Secretary

\_\_\_\_\_

(SEAL)

**GENEVA PARK DISTRICT  
ETHICS ORDINANCE ACKNOWLEDGEMENT**

It is the Geneva Park District policy to abide by all State laws including the States Officials and Employees Ethics Act, Public Act 93-615, as amended by Public Act 93-617, effective December 9, 2003. This Public Act is a comprehensive revision of State statutes regulating ethical conduct, political activities and the solicitation and acceptance of gifts by State officials and employees. As an employee, you are expected to read this document thoroughly and return this completed acknowledgement form to the Superintendent of Finance and Personnel. This form will then be placed in your personnel file.

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Signature of Employee

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Name of Employee

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Date

## 32.0 WORK ATTIRE

All Geneva Park District employees are representatives of the park district and have a responsibility to promote professionalism in office areas and in parks and facilities. Reasonable dress standards and good grooming enhance the park district's image. Each employee is expected to dress appropriately according to the requirements of his/her job description in order to promote a safe working environment while maintaining a professional image. Common sense and good judgment should be used when dressing for work. Supervision and enforcement of appropriate work attire shall be the responsibility of each Supervisor. An employee in violation of this policy may be instructed to go home to immediately change his/her attire. Repeated violations may be grounds for disciplinary action including termination.

32.01 Clothing Specifics for Administrative, Recreation and Office Staff: Casual business attire is expected to be worn by all Administrative, Recreation and Office staff while working in the office at the Sunset Community Center, Stephen D. Persinger Recreation Center and the Peck Farm Park Facility. Casual business attire can be comfortable while maintaining a level of professionalism. Items that may not be worn in the office throughout the day include any type of classic tee-shirts, sweatshirts, jeans of any color, shorts, skorts, or skirts shorter than 2 inches above the knee. Capri pants must be covering the knee. No mid-drift tops, tank tops, or low riding pants are permitted. Athletic shoes and rubber flip flops are also not permitted.

Business attire is required for employees when representing the District to outside vendors, contractors, governmental bodies, etc. Business attire is also required for employees attending public meetings, seminars, conferences, etc.

It is your responsibility to wear your nametag and/or uniform while on duty if one has been provided to you. Please remember that uniforms, nametags, keys, and other Park District property are and remain the property of the Park District and must be returned upon termination of your employment. Employees will be held liable for the cost of replacing any damaged or lost Park District property. Also please remember that uniforms, nametags, and other identifying items identify you as a Park District employee while you are on duty. They are not to be worn when you are not on duty.

32.02 Exceptions to Clothing Specifics for Administrative, Recreation and Office Staff: Exceptions to casual business attire can be in effect in the following circumstances. Staff is often expected to work long periods of time at outdoor facilities, programs or special events throughout the summer season. During the months of June thru August, if an employee is required to work outdoors during part or all of the day, staff is permitted to wear Geneva Park District logo collared shirts, black, tan or navy shorts, white socks and gym shoes. Employees must maintain a neat professional look (i.e., shirts tucked, belt, etc.) . Fridays are usually casual dress days at the office. Staff is permitted to wear jeans and more casual tops on these days, but is still required to be respectable representatives of the Geneva Park District.

32.03 Parks Department Uniforms, Clothing and Safety Gear: Full-time and seasonal Parks Department Employees are required to wear a Park District uniform. The uniform includes a Geneva Park District logo classic tee-shirt or sweatshirt, jeans or zip-off pants and work boots. The uniform is required to be worn at all times during working hours and should not be covered by other clothing unless weather warrants this situation. Specific uniforms are available and may be required by specific positions such as a building manager or attendant.

A. Shirts and Sweatshirts:

Geneva Park District logo classic tee-shirts and Geneva Park District logo sweatshirts will be provided to staff and are expected to be worn at all times while working at the Geneva Park District. The tee-shirt or sweatshirt must be worn at all times during working hours. The Superintendent of Parks is responsible for the budgeting and ordering of shirts.

B. Pants:

Employee purchased jeans or approved zip-off pants may be worn during working hours. The jeans or zip-off pants must be clean and without stains or holes. The Superintendent of Parks and Park Foremen will be responsible for insuring that proper attire is worn during working hours.

1. Seasonal Restrictions for Zip-off Pants: The lower portion of zip-off pants may only be removed from April 1 through October 1. The purpose of this modification of the uniform is to make employees more comfortable during summer weather conditions so they may continue to perform their work duties while minimizing the adverse effects of heat stress. Employees wearing only the short portion of the zip-off pants are required to

take precautions to prevent sunburn to their legs. A few examples of duties when the lower portion of the pants may be removed include flower garden maintenance, tree watering and spreading or raking of mulch.

2. Duty Restrictions for Zip-off Pants: The lower portion of the zip-off pants may only be removed with the approval of the Park Foremen depending on individual work duties for the day. Park Foremen will make this decision on a daily basis. Full pants or jeans are required to be worn at all times while engaged in the following duties: mowing, trimming, welding/cutting, using any power equipment such as a wood chipper, chainsaw or hedge trimmer, tree climbing, working with harsh chemicals or electrical utilities, or working in an area with poison oak or ivy or tree and shrub areas with thorns or sharp or abrasive branches and foliage. This list is not fully inclusive and restrictions can be added at the discretion of the Superintendent of Parks & Properties or the Park Foremen. The Board of Commissioners or Executive Director may at any time revise this policy to a specific uniform if warranted.

C. Work Boots:

Approved steel or plastic toe work boots at 6" each height minimum, are required of all Parks Department employees.

D. Work Gloves:

Work gloves will be purchased by the District and provided to each employee. The Superintendent of Parks and Properties and Park Foremen will determine type of gloves to be purchased. All gloves are the property of the District and will remain at a Parks Department facility.

E. Eyewear:

The District will set a budget for Full-Time employees to choose two pairs of safety glasses as regulated by the Parks Department. The District will purchase one pair for part-time employee use. The District will purchase the number of eyewear listed above no more than one time per fiscal year. Employees will be responsible for the eyewear purchased for them. Eyewear will be worn at all times when using specific equipment, such as mowers, weed eaters, woodchipper, and any other equipment that requires safety glasses.

F. Earguards and Earplugs:

These safety items will be provided by the District and are to be worn while operating or

standing near the ~~woodchipping~~wood chipping machine or other equipment deemed necessary because of noise level.

G. Raingear:

This equipment will be purchased by the District so that each full-time employee has one outfit. The District will choose the type of raingear and said raingear will remain the property of Geneva Park District and remain at a Parks Dept. facility. Replacement should be every 2 or 3 years depending on amount of use. Employees are responsible for taking care of their raingear.

H. Jackets:

If provided, Geneva Park District logo jackets should be worn during cold weather on the outside of other clothing for identity purposes. The jackets are the property of the District and will remain at a Parks Dept. facility.

I. Wearing Uniforms and Safety Gear:

The Geneva Park District knows the importance of wearing uniforms and properly using safety gear when necessary. Therefore, all items listed above are requirements. Any employee not wearing the above items will be subject to discipline as further outlined in the policy manual. If items are lost or misused or destroyed due to carelessness of the employee, the item will be replaced by the employee through removal of the exact cost from the employee's next paycheck. Any employee who leaves the District within three months of receiving the items above will have the amount of the items removed from the final paycheck.

J. Jewelry:

Employees must understand that they share in the responsibility for reducing the risk associated with their own clothing or jewelry in conjunction with their job activities. Hence, he or she may be asked at the start of a job to remove any jewelry that represents a hazard in completing the job. Examples: chains, bracelets, watches, earrings, and rings should be removed before performing a task where these items could get caught on a machine. If the employee does not take it upon him/herself to remove these items, a Supervisor or co-worker should ask the employee to remove the items if they feel it is in his/her best interest.

### 33.0 SMOKING

Smoking is prohibited in or on any Park District building, facility, equipment, or vehicle or while working directly with the public, except in designated areas.

## **34.0 WEAPONS POLICY**

Introduction: The Park District strictly prohibits and does not tolerate weapons at any Park District facility, on any Park District property, or at any Park District sponsored event. Weapons include visible and concealed weapons, including those for which the owner has necessary permits. Weapons can include firearms, knives with a blade longer than three (3) inches, explosive materials or any other objects that could be used to harass, intimidate, or injure another individual, employee, manager, or Supervisor. Employees who violate this policy may be subject to disciplinary action, up to and including termination.

Procedure for Reporting Possession of a Weapon: If you know of an employee possessing a weapon, you are encouraged to discuss your questions, problems, complaints, or reports with your immediate Supervisor. If you feel uncomfortable doing so, or if your Supervisor is the source of the problem, condones the problem, or ignores the problem, report to the Supervisor's Supervisor or the Executive Director. If neither of these alternatives is satisfactory to you, then you can direct your questions, problems, complaints, or reports to the President of the Board.



### **35.0 SEARCH OF LOCKERS, DESKS, AND OTHER PARK DISTRICT PROPERTY**

Employees should understand that while certain Park District property such as desks, lockers, and vehicles are available for their use, they remain the property of the Park District and are subject to inspection, with or without notice. Employees are not permitted to store any wrongfully obtained illegal or prohibited items or substances in or on Park District property or otherwise misuse Park District property.

Whenever necessary, and at the Park District's discretion, Park District property and employees' work areas (i.e., desks, file cabinets, lockers, vehicles, etc.) may be subject to a search without notice. Employees are required to cooperate.

The Park District will generally try to obtain an employee's consent before conducting a search of Park District property or work areas, but may not always be able to do so.

Any property belonging to the Park District is subject to search if it is reasonably suspected that the property holds or contains any illegal or prohibited items or substances or missing or stolen Park District or Park District patrons' funds or property.

35.01 Workplace Inspections: To safeguard the property and personal safety of our employees and the Park District, the Park District reserves the right to inspect any packages, parcels, purses, handbags, gym bags, briefcases, lunch boxes, or any other possessions or articles carried to and from Park District property by employees and all other persons leaving and entering the Park District's premises.

The Park District reserves the right to inspect an employee's office, desk, files, lockers or other area or article on Park District premises. As noted above, all lockers, offices, desks, telephones, computers, files and so forth, are the property of the Park District and are issued for the use of employees only during their employment with the Park District.

Inspections may be conducted at any time at the discretion of the Park District. The Park District is not responsible for the loss of personal property.

Employees working on Park Direct premises, or entering or leaving the premises who refuse to cooperate in an inspection, or who after the inspection are believed to be in possession of unauthorized Park District property, confidential material, stolen property, weapons, alcohol, or illicit drugs, will be subject to disciplinary action, up to and including discharge.

## 36.0 COMPUTERS

The Geneva Park District computer hardware, software, files, e-mail and all other aspect of the computer system furnished to employees are property of the Geneva Park District and are intended for business use only. To ensure compliance with this policy, computer usage in all aspects may be monitored.

The Geneva Park District strives to maintain a workplace free of harassment and is sensitive to the diversity of its employees. Therefore, the District prohibits the use of the computers, internet, and e-mail in ways that are disruptive, offensive to others, or harmful to morale. For example, the display or transmission of sexually explicit images, messages, and cartoons is not allowed. Other such misuse includes, but is not limited to, ethnic slurs, racial comments, off-color jokes, or anything that may be construed as harassment or showing disrespect for others.

36.01 Use of Internet Access: The Geneva Park District provides internet access for all full-time employees. Internet access may also be available to part-time staff with approval for each occasion. This access is provided at the Park District's expense to facilitate business operations and enhance customer service. It should not be used for personal, non-business-related purposes. Employees must limit the time spent utilizing the internet. Access to the internet should be limited by the nature of the access as well as by the length of time it is utilized. Employees should be aware that all access to the internet is subject to review by the Park District.

Employee internet access must be authorized by the employee's direct Department Head: Superintendent of Recreation, Superintendent of Parks and Facilities, Superintendent of Finance and Personnel or the Manager of Peck Farm Park. Unauthorized or inappropriate use will be subject to disciplinary action, up to and including termination of employment.

36.02 Use of E-Mail: The Geneva Park District provides e-mail access for certain employees. This access is provided at the Park District's expense to facilitate business operations and enhance customer service. Personal, non-business-related purposes must be minimal.

Employees should be aware that all e-mail is property of the Geneva Park District and is subject to review by the Park District. It must be noted that authorized company personnel or contracted personnel must have unrestricted access to computer information. This may include retrieving business information, trouble shooting for hardware and software problems,

preventing system misuse, assuring compliance with software policies, and complying with legal and regulatory requests for information. Given these business requirements, the Park District cannot guarantee the privacy of documents and messages stored in Park District-owned files, desks, storage areas, or electronic media. .

Each user is assigned a password to log into the e-mail system. Unauthorized or inappropriate use will be subject to disciplinary action, up to and including termination of employment.

The following is a list of guidelines to adhere to when utilizing the e-mail system:

1. E-mail messages and other forms of electronic communication are not confidential. The e-mail system and all messages are owned by the Geneva Park District and become Park District property and are subject to the Freedom of Information Act (FOIA) or legal review.
2. Even “deleted” messages may be stored somewhere in the system for an indefinite duration. The act of deleting a message may not totally obliterate it.
3. Compose messages with the possibility that they may be used as future evidence.
4. Courtesy and professionalism should replace slang, intentional misspellings and abbreviations.
5. It is strictly forbidden to compose messages that are discriminatory, defamatory, insulting, offensive, disruptive, romantic, pornographic, breaches of confidentiality, or violations of copyright.
6. Solicitations of all kinds are prohibited, including charitable, religious, commercial and political.
7. Be especially carefully to avoid messages that may be interpreted as sexual harassment. E-mail or text messages intended to be humorous or clever can backfire and be taken as sarcastic and annoying.
8. Sign all e-mail. It is prohibited to send anonymous messages.
9. DO NOT open E-mail from unknown addresses. Viruses are often sent through e-mails and could contaminate the entire Park District computer network.
10. Users should routinely delete outdated or otherwise unnecessary E-mails and computer files. These deletions will help keep the system running smoothly and effectively, as well as minimize maintenance costs.

### 36.03 Best Practices for GPD Social Media & Personal Sites:

The Park District respects the right of employees and volunteers to use social media as a means of self-expression. Both in professional and institutional roles, employees need to follow the same behavioral standards online as they would in real life. The same laws, professional expectations, and guidelines for interacting with clients, parents, members, donors, media, and other District constituents apply online as in the real world. Employees are liable for anything they post to social media sites. If you choose to identify yourself as a Geneva Park District employee on any form of social media and discuss matters related to our organization, please proceed with caution and discretion. Although your website, weblog, or any other medium of online publishing may be a personal forum that conveys your individual opinions, some people may nonetheless view you as a de facto spokesperson of the Park District.

Employees and volunteers should recognize that both during working hours and non-working hours, they are ambassadors of the organization. Everyone is expected to conduct themselves in the best interest of the Park District at all times. Additionally, all representatives are expected to promote teamwork and inspire trust and confidence. Personal views communicated through these channels could negatively impact the reputation and integrity of the Park District, which will not be tolerated and could result in disciplinary action up to and including termination of employees.

The following rules for social media will apply to all employees and volunteers:

1. Do not discuss confidential, work-related matters through the use of social media. Employees and volunteers also have a duty to protect home addresses and other personal information and the confidentiality of Park District marketing lists, customer account information, strategic business plans, customer lists, financial information, business contracts, and other proprietary information.
2. Do not use social media to harass, threaten, libel or slander, malign, defame, or discriminate against co-workers, managers, customers, clients, vendors or suppliers, any organizations associated or doing business with the Park District, or any members of the public, including web site visitors who post comments. The Geneva Park District's Non-Discrimination and Anti-Harassment and Equal Employment Opportunity policies apply to use of social media in the workplace.

3. Do not post any copyrighted information where written reprint permission is not obtained in advance.
4. If the District's name, official logo or any other District images or photographs are posted on personal social media sites, be aware of the image of the District that is portrayed. No photos posted on personal social media sites that include the District logo, District attire or other District likenesses shall include matters inappropriate or in conflict with the District's personnel policy or its mission to provide family-friendly recreational opportunities, including but not limited to, photos that include alcoholic beverages, drugs or drug paraphernalia, sexually suggestive behavior, or unlawful behavior of any kind etc.
5. Do not use Geneva Park District logos or any other agency photographs for endorsements or on personal social media sites. Do not use the Geneva Park District's name to promote a product, cause, or political party or candidate.
6. Refrain from any proactive one-on-one communications with Geneva Park District customers (including teens) on social networking sites. They may accept invitations to profiles, groups, and events, but may not initiate any type of communication with customers or teens. Responses to customer and teen-initiated communications should be limited to those that are Park District-related. Public one-on-one communications (i.e. posting a comment to a wall) are discouraged at all times.
7. Do not use a social networking site, group page, blog, or other internet social medium to discuss behavior that is prohibited by Geneva Park District policy or the Code of Conduct, including, but not limited to alcohol or drug use, sexual behavior, delinquent behavior, or unlawful behavior of any kind etc.
8. Think twice before posting on social media. Privacy does not exist in the world of social media. Consider what could happen if a post becomes widely known and how that may reflect both on the person posting and the Park District. Search engines can turn up posts years after they are created, and comments can be forwarded or copied. If you wouldn't say it at a professional seminar, conference or to a member of the media, consider whether you should post it online. If you are unsure about posting something or responding to a comment, ask your supervisor for input or contact the Superintendent of Finance and Personnel.

9. Strive for accuracy by getting the facts straight before posting them on social media. Review content for grammatical and spelling errors. This is especially important if posting on behalf of the Park District in any capacity.
10. Be respectful and understand that content contributed to a social media site could encourage comments or discussion of opposing ideas. Responses should be considered carefully in light of how they would reflect on the poster and/or the Park District and its institutional voice.
11. Be aware that a presence in the social media world is or easily can be made available to the public at large. This includes prospective sponsors, current sponsors, residents, nonresidents, current employers, board members, colleagues, and peers. Consider this before publishing to ensure the post will not alienate, harm, or provoke any of these groups.
12. Identify your views as your own on personal sites. If you identify yourself as a Geneva Park District employee or staff member online, it should be clear that the views expressed are not necessarily those of the institution.

36.04 Acknowledgement of Email, Internet and Social Media Computer Policy

I acknowledge that I have received a copy of Geneva Park District's Computer Policy. I agree to read it thoroughly, and agree that if there is any policy or provision in the policy I do not understand, I will seek clarification from my Supervisor. . I understand that my use of the Park District's E-mail system constitutes my consent to all the terms and conditions of that policy. In particular, I understand that (1) the E-mail system and all information transmitted by, received from, or stored in that system are the property of the Park District, (2) the system is to be used only for business purposes and not for personal purposes, (3) I have no expectation of privacy in connection with the use of the E-mail system or the Internet or with the transmission, receipt, or storage of information in that system and (4) that all information stored, transmitted, and received is subject to FOIA or legal review.

I agree not to use a code, access a file, or retrieve stored communications unless authorized. I acknowledge and consent to the Park District's monitoring my use of the E-mail system and the Internet at any time at its discretion, including printing and reading all Emails entering, leaving, or stored in the system.

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Signature

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Date

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Printed Name

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Position

## **37.0 TELEPHONE POLICY**

### **37.01 Personal Calls and Texting:**

While at work, employees are expected to exercise the same discretion in using cell phones as is expected for the use of land line phones. Excessive personal calls or texting during the work day, regardless of the phone used (personal or district-owned), can interfere with employee productivity and be distracting to others. A reasonable standard the District encourages is to limit personal calls and texting during work time to no more than two per day as needed. Employees are therefore asked to make any other personal calls on non-work time where possible. Flexibility will be provided in circumstances demanding immediate attention.

### **37.02 General Phone Procedures:**

1. Attempt to reach employees at their primary phone number, as listed on the phone list, first during after hours or on weekends.
2. DO NOT give out cell phone numbers to anyone other than Park District staff.
3. If necessary, staff should contact the employee and notify them of the situation, do not let patrons contact employees directly.
4. Always leave a message and phone number if the employee does not answer the phone.

### **37.03 Safety Issues for Cell Phone Use:**

Employees whose job responsibilities include regular or occasional driving and who are issued or are reimbursed for the use of their cell phone for business purposes are expected to refrain from using their phone while driving. Safety must come before all other concerns. Employees are specifically prohibited from accessing electronic mail, text messaging, or instant messaging while driving. This includes composing, sending, or reading an electronic message while operating a vehicle on a roadway. However, this prohibition does not apply to employees engaging in electronic communications via their cellular telephones in hands-free or voice-activated mode; while parked on the shoulder of a roadway; or when the vehicle is stopped due to normal traffic being obstructed and the driver has the motor vehicle transmission in neutral or park. Employees under the age of 19 are specifically prohibited from using a cell phone (including hands-free or voice-activated) at any time while driving, except for emergency purposes. Employees, regardless of age, may not use a cell phone (including hands-free or voice-activated) at any time while operating a motor vehicle on a roadway in a school zone, or on a highway in a construction or maintenance speed zone, except for emergency purposes.



Employees whose job responsibilities do not specifically include driving as an essential function, but who are issued a cell phone for business use, are also expected to abide by the provisions above. Under no circumstances are employees allowed to place themselves at risk to fulfill business needs.

Employees who are charged with traffic violations resulting from the use of their phone while driving will be solely responsible for all liabilities that result from such actions.

37.04 Additional Information, Requirements, Responsibilities:

All employees who are currently assigned a District-provided cell phone or are receiving monthly reimbursements for their personal cell phone will be given a copy of this policy and shall acknowledge, in writing, receipt and understanding of the provisions outlined in the policy.

It is the responsibility of the Superintendent of Finance and Personnel to monitor and update this policy.

If you agree to these provisions in this Telephone Policy, please sign and date below.

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Signature

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Title

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Date

## **38.0 DRUG FREE WORKPLACE ACT POLICY**

- 38.01 Purpose: The Geneva Park District has implemented this policy in response to overwhelming evidence that alcohol and drug abuse has a detrimental impact on employees' health, job performance, safety, and efficiency. Since Park District employees operate, supervise and maintain parks, facilities, programs, and equipment for use by members of the public and perform services that may have a direct effect on the health and safety of members of the public and fellow employees, the Park District wishes to assure the health and safety of its patrons and employees.

This policy also expresses the Park District's desire to satisfy the requirements of the federal and state Drug Free Workplace Acts (41 U.S.C.A. § 701 et seq. and 30 ILCS 580/1 et seq.). In accordance with these statutes and concerns, the Park District has resolved to maintain a drug free workplace.

The purpose of this policy is to inform employees of the Park District's investigation, treatment and disciplinary policy relating to alcohol and drugs. As such, all Park District employees will abide by its terms. As with all policies in this Manual, this policy is subject to periodic addition, modification, or deletion.

This policy does not replace any of the provisions or requirements of the Park District's controlled Substance and Alcohol Testing Policy for positions that require a Commercial Drivers License (CDL). Park District employees who operate Park District commercial motor vehicles and possess a commercial driver's license have special responsibilities necessitated by the fact that they operate vehicles that require additional skill and attentiveness over that of non-commercial motor vehicles. As part of its continuing commitment to safety and to comply with federal law, the Park District has established a controlled substance and alcohol testing policy for Park District positions that require the transport of participants (see Alcohol and Drug Procedures For CDL Employees). Both the Park District and the federal government recognize that it is important to establish programs to help prevent accidents and injuries resulting from the misuse of alcohol or use of controlled substances by drivers of motor vehicles. The Alcohol and Drug Procedures for CDL Employees is in addition to and supplements and complements rather than supersedes all other Park District policies, rules, procedures, and practices, including without limitation this Alcohol and Drug Abuse Policy. However, for persons to whom the

Alcohol and Drug Procedures For CDL Employees applies, in the event of any conflict between any of the provisions of the Alcohol and Drug Procedures For CDL Employees the provisions of any other Park District policy, rule, procedure, or practice, the provisions of the Alcohol and Drug Procedures For CDL Employees and employees that transport patrons will control.

Please review the comprehensive Alcohol and Drug Abuse Policy and the Alcohol and Drug Procedures for CDL Employees

38.02 Acts Prohibited: The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, medical marijuana and alcohol, is prohibited on Park District property, during any on-call period or while acting on behalf of the Park District.

38.03 Definitions: For purposes of this Policy, the following definitions apply:

1. "Alcohol" means any substance containing any form of alcohol, including but not limited to: ethanol, methanol, propanol and isopropanol.
2. "Cannabis" is defined as provided in the Cannabis Control Act (720 ILCS 538/1 et seq.) which provisions are specifically incorporated in this Policy by reference.
3. "Controlled Substance" means a controlled substance in schedules I through V of section 812 of Title 21 of the United States Code, which provisions are specifically incorporated in this Policy by reference.
4. "Criminal Drug Statute" means a criminal statute involving the manufacture, distribution, dispensation, possession, or use of any controlled substance or cannabis.
5. "Executive Director" is the Executive Director of the Geneva Park District.
6. "District Property" means any building, park, gym, pool, office, common area, open space, vehicle, parking lot, or other area owned, leased, managed, used or controlled by the Park District. District Property also includes property used by Park District patrons while on Park District sponsored events or field trips or property of others when presence thereon by the Park District employee is related to employment with the Park District.
7. "Drugs" mean Prescription/OTC Drugs and controlled substances, including cannabis and medical marijuana.
8. "Medical Facility" means any physician, laboratory, clinic, hospital, or similar entity.
9. "On Call" means the employee is scheduled with at least 24 hours' notice by the district to be on standby or otherwise responsible for performing tasks related to his or her employment either at the district's premises or other previously designated location by his or her employer

or supervisor to perform a work-related task.

10. "Policy" means this Alcohol and Drug Abuse Policy of the Geneva Park District.

11. "Possess" means to have either in or on an employee's person, personal effects, desk, files, or other similar area.

12. "Prescription/OTC Drugs" mean prescription drugs (including medical marijuana) and over-the-counter ("OTC") drugs obtained legally and being used in the manner and for the purpose for which they were prescribed or manufactured.

13. "Public Safety Responsibility" means a position in which the nature of an employee's duties is such that impaired perception, reaction time, or judgment may place a member or members of the public or other employees at risk of serious bodily harm, or the employee is responsible for the administration or enforcement of alcohol/drug policies. As examples and not by way of limitation, employees with public safety responsibility may include lifeguards; non-CDL employees who drive district vehicles; employees who operate heavy machinery; employees who handle hazardous or toxic materials or substances of any kind; and similar positions.

14. "Under the Influence" or "impaired" means that the employee is affected by alcohol or drugs in any determinable manner. A determination of being under the influence can be established by a professional opinion, a scientifically valid test, a layperson's opinion, or the statement of a witness. For cannabis, this determination will be made based on whether the employee manifests while working or on-call specific, articulable symptoms of decreased or lessened performance of the duties or tasks of the employee's job position, including: symptoms of the employee's speech, physical dexterity, agility, coordination, demeanor, irrational or unusual behavior, or negligence or carelessness in operating equipment or machinery; disregard for the safety of the employee or others, or involvement in any accident that results in serious damage to equipment or property or personal injury; disruption of a production or manufacturing process; or carelessness that results in any injury to the employee or others.

38.04 Voluntary Treatment: It is the responsibility of each employee to seek assistance before alcohol or drug problems lead to disciplinary action or violations of policies, rules of conduct or performance standards. The Park District will not discipline an employee who voluntarily seeks treatment for a substance abuse problem if the employee is not in violation of the Park District's drug and alcohol policy or other policies, rules of conduct and standards. Seeking such assistance

will not be a defense for violating the Park District's drug and alcohol policy, nor will it excuse or limit the employee's obligation to meet the Park District's policies, rules of conduct, and standards including, but not limited to, those regarding attendance, job performance, and safe and sober behavior on the job. Employees who suffer from alcohol or drug abuse are encouraged to consult voluntarily with Park District management and undergo appropriate medical treatment. Participation in such treatment will be at the employee's expense, although some of these expenses may be covered under the employee's group health plan. Please see the Superintendent of Finance and Personnel for details. Park District management will attempt to keep such voluntary discussions and medical treatment confidential in accordance with this Policy.

38.05 **Screening And Testing:**

**Pre-Employment Testing.** The Park District may require applicants whose job functions require them to operate or maintain vehicles or machinery, handle hazardous or toxic materials or substances of any kind, or have Public Safety Responsibility to be drug screened or tested on a conditional post-offer, pre-employment basis as part of its hiring process. However, pre-employment testing will not include testing for alcohol or cannabis, absent a federal, state or local law requiring the district to do so.

**Reasonable Suspicion Testing.** The district will require screening or testing of an employee when that employee exhibits conduct or behavior that raises a reasonable suspicion the employee is under the influence of, or is impaired by, drugs or alcohol. (See Definition of "Under the Influence" or "impaired" above.) The supervisor(s) who observes or receives information about the conduct or behavior that led to the request for reasonable suspicion testing, within a reasonable timeframe of observing or learning about the behavior or conduct, will document the objective, articulable signs of reasonable suspicion on a form provided by the district.

**Random Testing.** The district may require random screening or testing of employees whose job functions require them to operate or maintain vehicles or machinery, handle hazardous or toxic materials or substances of any kind or engage in any other Public Safety Responsibility.

**Post-accident or Post-incident Testing.** The district may require the screening or testing of any employee following a workplace accident or injury that results in property damage to district or third-party property, personal injury to another employee or third-party, or any personal injury to the employee himself or herself where the circumstances raise a reasonable suspicion that impairment may have played a role in the injury. When an accident or incident occurs, the

district will send all employees who may have contributed to the accident or injury for post-accident or post-incident testing, not just the employee injured (unless he or she was the only person who contributed to the accident or injury).

**The Testing Process.** A medical facility selected by the Park District at the Park District's expense will conduct drug or alcohol screening or testing. The screening or testing may require an analysis of the employee's breath, urine, saliva and/or blood or such similar substance as the medical facility may recommend. Employees who undergo alcohol or drug screening or testing will be given the opportunity, prior to the collection of a specimen or other testing, to disclose the use of prescription/OTC drugs, including medical marijuana, and to explain the circumstance of their use. If an initial test is positive, the facility will conduct a second test from the same sample. A confirmed positive drug and/or alcohol test may result in disciplinary action, up to and including discharge.

**Opportunity to Contest.** After the district receives a confirmed, positive drug or alcohol test and/or information indicating that the employee manifests specific, articulatable symptoms that demonstrate impairment or being under the influence, the employee will have a reasonable opportunity to contest the basis of the district's determination. However, the district will make a final decision at its sole and exclusive discretion.

**Consent Forms Required.** Each Park District employee is required to sign a consent form, a copy of which is included with this Policy. Prospective employees applying for positions that require a commercial driver's license or pre-employment drug testing will be required to sign a consent form prior to taking the pre-employment drug screening. Each employee and prospective employee may also be required to sign a separate consent form requested by the Medical Facility conducting the screening or testing. Refusal to sign any requested consent form will result in non-hire or disciplinary action up to and including dismissal, as deemed appropriate by the Park District, in its sole discretion, under the circumstances.

- 38.06 Treatment: If the medical facility recommends treatment, the Park District may, depending on the circumstances as determined in the sole discretion of the Park District, give the employee one opportunity to undergo treatment offered by a clinic or trained professional mutually acceptable to the Park District and employee.

Participation in such treatment will be at the employee's expense. The employee must

enter the treatment program within ten (10) days from the time of recommendation of treatment. The Park District may reinstate the employee provided that the employee submits a statement issued by the medical facility certifying successful completion of the treatment program, that the employee is released to return to work, and that the employee agrees to all conditions of reinstatement as determined by the Park District, which may include, but is not limited to, future alcohol and/or drug testing.

38.07 Use Of Prescription/OTC Drugs: Any employee who operates or maintains a vehicle or machinery, handles hazardous materials or substances of any kind, or has public safety responsibility and who has taken a prescription/OTC drug (including medical marijuana) must report the use of such prescription/OTC drug to their immediate supervisor if the prescription/OTC drug may cause drowsiness or if it may alter judgment, perception or reaction time. While the district will not penalize an employee solely for his or her status as a registered qualifying patient under the Compassionate Use of Medical Cannabis Program Act or any similar law, any employee who is a registered qualifying patient is nevertheless required to comply with this Policy. The burden is on the employee to ascertain from the employee's doctor or pharmacist whether or not the prescription/OTC drug may have such a potential side effect or whether the employee may perform his or her job duties safely while using the prescription/OTC drug. The information will be retained by the Park District in a confidential manner and will be disclosed only to persons who need to know. The employee's immediate supervisor, after conferring with the department head or Director, will decide whether or not the employee may safely continue to perform the job while using the prescription/OTC drug. Failure to declare the use of such prescription/OTC drugs may be cause for discipline up to and including dismissal.

38.08 Notice Of Convictions: Any employee who is convicted of violating any federal or state criminal drug statute must notify the Executive Director within five (5) days of such conviction. For purposes of this notice requirement, a conviction includes a finding of guilt, a no contest plea, and/or an imposition of sentence by any judicial body for any violation of a criminal statute involving the unlawful manufacture, distribution, sale, dispensation, possession or use of any controlled substance or cannabis. Failure to notify the Executive Director may subject the employee to disciplinary action, up to and including dismissal.

38.09 Discipline/Penalties For Violation:

1. The district reserves the right to discipline any employee suspected of being impaired by or

under the influence of drugs or alcohol during working hours or any on-call period.

2. An employee who reports to work or is found during working on-call hours to be or to have been under the influence of alcohol, controlled substances or cannabis or who manufactures, possesses, uses, sells or dispenses alcohol, controlled substances or cannabis while on District property or while acting on behalf of the Park District, is convicted of a drug related crime, causes financial or physical damage to the Park District property, its employees or patrons as the result of alcohol or drug abuse, or fails to report the use of prescription/OTC drugs in accordance with this Policy, will be disciplined in accordance with the Disciplinary Action Section of the Park District's Personnel Policy Manual. In addition to or in the alternative, depending on the circumstances as determined by the Park District in its sole discretion, the Park District may require the employee to successfully complete an alcohol and/or drug abuse counseling or rehabilitation program approved for such purposes by the Park District and by a federal, state or local health law enforcement or other appropriate agency. An employee who participates in a treatment program will be expected to meet job performance standards and comply with all rules established by the Park District. Participation in a treatment program will not, in itself, protect the employee from disciplinary actions should job performance remain unsatisfactory.
3. In addition to the examples of misconduct that may subject an employee to disciplinary action contained in this Policy and the Manual, the Park District will discipline an employee up to and including dismissal for the following: (1) if the employee refuses to submit to diagnosis, testing or screening upon request of the Park District; (2) if the employee tampers in any way with the specimen given to the medical facility for purposes of alcohol or drug screening or testing; (3) if the medical facility recommends treatment and the employee refuses to undergo such treatment; (4) if, while undergoing treatment, the employee fails or refuses to follow the course of treatment; (5) if the employee, during the course of or following treatment, is again under the influence of alcohol or drugs in violation of this Policy; or, (6) if the employee fails to notify the Director of a conviction for violating any federal or state Criminal Drug Statute in accordance with the "Notice of Conviction" section of this policy.

38.10 Inspections: In order to assure that employees comply with the prohibition on manufacturing,



distributing, dispensing, possessing, or using alcohol, controlled substances or cannabis (including medical marijuana) employees may be subject to inspection as follows:

1. Lockers, desks, files, vehicles, equipment and other containers and property owned or leased by the Park District and which an employee is permitted to use during employment with the Park District, are and remain the property of the Park District at all times, and employees have no reasonable expectation of privacy regarding such property. Employees are not permitted to keep controlled substances, cannabis (including medical marijuana) or alcohol in or on such property. Any such property reasonably suspected of having or holding such substances is subject to search by the Park District.
2. Any refusal to submit to such an inspection will be treated as an act of insubordination and may result in disciplinary action, up to and including dismissal.

38.11 Records: The Park District will maintain medical records relating to alcohol or drug abuse, diagnosis, and treatment confidential and in a medical file separate from the regular personnel files. Access will be limited to those who need to know. The Park District will not disclose these records to persons outside the Park District without the employee's consent unless disclosure of the records is necessary for legal or insurance purposes or the law requires it.

38.12 Consent To Drug And/Or Alcohol Screening Or Testing:

I hereby voluntarily consent to submit to drug and/or alcohol screening or testing by a physician, clinic, laboratory or medical facility chosen by the Geneva Park District ("Park District") at the Park District's expense. I hereby consent to the physician, clinic, laboratory or medical facility taking and analyzing a sample or specimen of my breath, urine, saliva, blood and other similar substance. I also authorize the physician, clinic, hospital, laboratory or medical facility to disclose his/her/its findings, conclusions, and opinions regarding the drug and/or alcohol screening or testing to a Park District official or a designated representative but to no other person without my written consent. If the results of such testing indicate that I have violated the District Alcohol and Drug Abuse Policy, I understand that I will be subject to non-hire, or disciplinary action up to and including immediate discharge.

If I test positive for a drug which may be legally prescribed for prescription use (including medical marijuana), I hereby further consent to allow the Medical Review Officer of the medical facility which administered the test to contact my physician or pharmacist to verify my reported use of legally prescribed drugs. I authorize my physician or pharmacist to provide the District or its agents with any current prescription bottles or physician's letters authorizing the use of any such medicines, which may explain the positive test results, and I will execute any required consent or authorization forms. I understand that the legal use of certain prescription or over-the-counter drugs may disqualify me from certain jobs due to safety risks.

I also confirm I will cooperate with any disclosure authorization requirements the physician, clinic, laboratory or medical facility has implemented pursuant to applicable law (including the Health Insurance Portability and Accountability Act of 1996, as amended (HIPAA)), that relate to its ability to disclose findings, conclusions and opinions, or other protected health information associated with the drug and/or alcohol screening or testing to a district official or a designated representative. I hereby further confirm I will cooperate with any disclosure authorization requirements that my physician or pharmacist implemented pursuant to applicable law (including HIPAA) to allow it to share information with the medical facility or district regarding my reported use of prescription/OTC drugs in accordance with the district's Alcohol and Drug Abuse Policy.

In consideration of my employment or continued employment, I hereby release and agree to hold the District and its elected officials, Commissioners, officers, members and agents harmless against any, and all claims, charges or causes of action whatsoever I now have or may have in the future which may arise from this testing or from any investigation or personnel action related to or arising out of any such testing or screening.

I also acknowledge receiving, reading and understanding the Park District's Alcohol and Drug Abuse Policy. I understand that, in accordance with this policy, failure to execute this document and submit to drug and/or alcohol screening or testing, or failure to report to the Park District the use of prescription/OTC drugs as required by the policy, may result in non-hire or disciplinary action, up to and including termination. I further acknowledge that I have read this consent form carefully and that I am signing of my own free will.

Employee Name: \_\_\_\_\_  
(Print)

Employee Signature: \_\_\_\_\_

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

Witness Signature: \_\_\_\_\_

☐ I agree to the test

☐ I will not agree to the test

Employee Name: \_\_\_\_\_  
(Print)

Employee Signature: \_\_\_\_\_

### **39.0 ALCOHOL AND DRUG PROCEDURES FOR CDL EMPLOYEES**

#### **D.O.T. DRUG AND ALCOHOL PROCEDURE**

39.01 Introduction: In an effort to promote public safety and to help prevent accidents and injuries, the U.S. Department of Transportation (D.O.T.) instituted regulations that establish a zero- tolerance level for the presence of alcohol or controlled substances in the system of any individual who operates or maintains a commercial class vehicle. The regulations establish testing requirements to help ensure compliance with the alcohol and controlled substance prohibitions. The controlled substances prohibited by the D.O.T. regulations are: Marijuana, Cocaine, Opiates, Amphetamines, and Phencyclidine (PCP). The following procedures have been developed to implement the D.O.T. regulations which can be found in 49 CFR Parts 40 and 382. The numbers inside the parentheses appearing in many of the sections refer to 49 CFR Part 40 or 382 sections relevant to the particular procedure. Geneva Park District employees who violate this policy are subject to disciplinary action, up to and including discharge.

39.02 Adverse Effects of Alcohol and Drug Use: Unlawful use of drugs and alcohol poses a number of risks. Alcohol and drug abuse can lead to a number of health problems, such as lung cancer, obstructive pulmonary disease, chronic respiratory infections, liver disease, high blood pressure, cardiac disease, and seizures. Drug abusers are at an increased risk for AIDS and hepatitis.

The impairments that drugs cause can result in users (and their nearby co-workers) suffering more accidental injuries and motor vehicle accidents. Drugs can also rob the user of his or her ability to establish and reach long-term goals, to deal constructively with stress and anxiety, or to have successful and satisfying friendships and family relationships. Because drug use is unlawful, lives can be ruined when users are arrested, jailed or injured by drug-related violence.

The Geneva Park District has gathered a variety of pamphlets and other materials about alcohol and drugs. These materials are available from the Superintendent of Finance and Personnel. In addition, full-time employees may access the confidential Employee Assistance Program (E.A.P.) for information and assistance with alcohol or drug use. Full-time employees may obtain information about the District's E.A.P. through the Superintendent of Finance and Personnel.

39.03 Affected Employees:

1. The following employees are subject to these alcohol and drug procedures, restrictions, and requirements: All employees who have a valid CDL driver's license, or are required to have a valid CDL driver's license as a condition of employment, and operate a commercial vehicle for the Geneva Park District. This includes full-time and part-time employees.
2. The above employees are subject to these procedures and regulations at all times while on duty including all overtime and call-back time. An exception may be made by the Director to exempt an employee from alcohol use restrictions if the employee is attending off site training and is not expected to return to duty for the remainder of the day.

39.04 Employee Requirements (382.201 to .215):

To meet the D.O.T. regulations, the district places the following requirements upon affected employees. Exceptions to these requirements may be made by the Director in making temporary work assignments for employees.

1. Affected employees will not consume any product containing alcohol or controlled substances while on duty.
2. Affected employees will not report for duty while there is any alcohol or controlled substance in their system (unless the use is pursuant to the instruction of a physician who has been informed of the affected employee's job duties, and has advised the affected employee that the substance does not adversely affect his/her ability to safely perform his/her job).
3. Affected employees will not possess any product containing alcohol or controlled substances while on duty.
4. Affected employees cannot report for duty within four hours of having consumed alcohol and may not perform safety-sensitive functions (this includes but is not limited to operating motor vehicles or equipment) within four hours after using alcohol.
5. Affected employees must immediately report for testing when so ordered, and must cooperate with testing personnel and procedures.
6. Affected employees must agree to release testing results to the Park District and to the substance abuse professional (S.A.P.), and to release the substance abuse professional's report to the Park District.
7. Affected employees cannot consume alcohol for eight hours following an accident involving

a death or an accident for which the employee received a moving violation for their operation of a commercial class vehicle which contributed to the accident or until the employee undergoes a post-accident or controlled substance test, whichever occurs first. The employee must remain available for testing for a period of eight hours for an alcohol test or 72 hours for a controlled substance test.

39.05 Tests Performed:

Detailed descriptions of the testing procedures are contained in 49 CFR Part 40 and Part 382. A brief description of the testing procedure follows.

39.05.01 Alcohol Test:

- a. Employee immediately reports to the designated testing facility, shows a photo identification card, and signs testing form.
- b. Employee blows into alcohol testing device. If employee cannot exhale sufficient quality of air through the machine for a complete test then a medical exam will be performed.
- c. If test results are negative the employee returns to work. Results will be reported to the Director.
- d. If test results are positive, another test will be performed after a 15-minute wait but before 20 minutes. The employee may not eat or drink anything nor belch during the waiting period for the retest.
- e. If retest results are negative, test is reported to the Director as negative.
- f. If retest results are positive, the test results are immediately reported to the Director.

39.05.02 Controlled Substances Test: Testing will only be performed for the five controlled substances prohibited by the D.O.T. regulations - Marijuana, Cocaine, Opiates, Amphetamines, and Phencyclidine.

- a. Employee immediately reports to the designated testing facility, shows a photo identification card, and signs the testing form.
- b. Employee provides a urine sample. If unable to provide sufficient quantity for testing, the employee will be asked to drink water (up to 24 oz. in two hours) and the test will be attempted again.

- c. Hospital personnel will perform required testing to verify that the specimen sample has not been tampered with. The employee returns to work.
- d. Sample is sent to Lab where it is split in half. A screening test is performed on a portion of one of the sample splits. If negative results are obtained, the testing is reported as negative to the medical review officer (M.R.O.) who in turn reports negative results to the Director.
- e. If screening tests are positive, sophisticated confirmation testing is performed on the rest of the split sample. Results are reported to the M.R.O. If negative, the M.R.O. reports a negative result to the Director.
- f. If the results are positive, confirming the presence of one of the five controlled substances, the M.R.O. will contact the employee to talk over the results of the test to determine if there is a legitimate clinical reason for the presence of the drug, and will decide if test results are negative or positive. If the employee cannot be reached by the M.R.O., the Director will be contacted to tell the employee to contact the M.R.O. If contact is not made within 72 hours, the M.R.O. will determine the test results as positive. The M.R.O. reports to the Director test results as positive or negative.
- g. If test results are positive, the employee will be removed from duties of operating or maintaining a commercial class vehicle. The employee has 72 hours in which to request a retest of the second split sample, and can request that the split sample be tested at a second lab. A negative retest of the split sample will cancel the first positive results.

39.06 Six circumstances under which testing will be performed:

39.06.01 Pre-employment Testing (382.301.413)

- a. Before a new employee is hired or before an existing employee may be transferred to a position in which operating or maintaining a commercial class vehicle is required, both alcohol and controlled substance testing is required.
- b. If an employee has not been in a random testing pool for one month, then alcohol and controlled substance testing must be performed before the employee may operate or maintain a commercial class vehicle.
- c. Alcohol test results must be below 0.04 & controlled substances negative or the employee cannot be hired to the position without a substance abuse professional evaluation. There is no requirement that the prospective employee be hired or that they see the M.R.O. or

S.A.P., but an attempt must be made to inform the prospective employee of the results & seek an evaluation.

- d. In addition to submitting to testing, the prospective employee must supply the Park District with the names of all firms for which they have been employed in the previous two years operating or maintaining commercial class vehicles. The prospective employee must cooperate fully with the Park District in obtaining from each of the previous employer's results of any positive test, S.A.P.'S reports, and any refusals to test.

#### 39.06.02 Random Testing (382.305)

- a. All affected employees will be placed in pool from which random selections for testing will be made. Random testing will be for both alcohol and controlled substances.
- b. The annual rate of testing for the entire pool will be as directed by the U.S. Secretary of Transportation, currently 10% per year for alcohol and 50% per year for illegal drugs.
- c. Every employee in the selection pool has an equal chance of being selected each time a drawing is made.
- d. Selection for testing will be performed on a sufficiently random basis by the Consortium. Employees will not know when testing is complete for the year nor when to anticipate the next selection.
- e. A surplus of names will be generated so that another selection may be made in place of an employee who is temporarily on leave.

#### 39.06.03 Reasonable Suspicion Testing (382.307)

- a. When a department head/supervisor has reason to believe that an employee has alcohol or controlled substances in their system they contact another department head/supervisor who will also observe the employee. If both department heads/supervisors are in agreement, the employee will be driven the designated testing facility for alcohol or controlled substances testing as appropriate.
- b. The department head/supervisor's determination must be based upon specific, describable, current observations of the employee's appearance, behavior, speech or body odor. Possession alone is not sufficient cause to require the employee to submit to testing.



- c. When a reasonable suspicion determination has been made, the employee must immediately stop operation or maintenance of a commercial class vehicle. (For 24 hours or until a negative test result whichever comes first).
- d. The employee will be informed of his or her right to consent or refuse testing, and the consequences of refusing testing or failing an alcohol or drug test. The employee will be asked to review and sign a Consent/Refusal Form.
- e. The department head/supervisor calls the designated testing facility to advise that the employee will be reporting for the testing. The employee under suspicion must be accompanied to the testing facility, preferably by a department head/supervisor.
- f. If an employee refuses to submit to a test, he will be required to call someone to drive him home. If unable to find someone, a cab will be called. The Park District will pay for the cab with reimbursement by the employee when he returns to work. If the employee insists on driving himself, the local Police Department will be called and notified.
- g. Testing for reasonable suspicion of alcohol should be performed within two hours, but cannot be conducted if eight hours have passed since the determination was made. A written report must be submitted to the Director for the file explaining why testing was not performed within two hours. Controlled substances testing should be performed as soon as possible but not after 32 hours since the determination was made.
- h. The department head/supervisor(s) making the determination must submit a signed written description citing the specific observations which led to the reasonable suspicion testing. The written description should be submitted before the test results have been received.

39.06.04 Post Accident Testing (382.303)

- a. A surviving driver of a commercial class vehicle involved in an accident in which a death occurred or for which the driver received a ticket for the operation of their commercial vehicle having contributed to the accident, will be tested for both alcohol and controlled substances.
- b. The driver will remain readily available for testing after an accident until 32 hours have passed or earlier if a supervisor advises that testing will not be necessary.
- c. A driver cannot consume any alcohol within eight hours following an accident unless a

supervisor advises that no testing will be required or testing has already been performed.

- d. If a death occurs or a driving citation is issued, alcohol testing will be performed within two hours but no testing after eight hours, and controlled substance testing within 32 hours. A written record must be submitted to file explaining why alcohol testing could not be performed within two hours if such is the case and a record if either testing could not be performed.

39.06.05 Return to Duty Testing (382.309): Alcohol and controlled substances testing will be performed with negative test results (less than 0.02 alcohol) on all affected employees who:

- a. Have been removed from duty of operating or maintaining a commercial class vehicle for refusing to test or testing positive for controlled substances or alcohol greater than 0.04. The employee will be responsible for all costs associated with this classification of return to duty testing or
- b. Have not been in a random testing pool for more than 30 days. (Employees who have been on extended leave).

39.06.06 Follow-up Testing (382.311.605)

- a. Any affected employee who has refused to test or who has tested positive for controlled substances or greater than 0.04 alcohol content and has been determined by a substance abuse professional to require help in dealing with their substance abuse problem will be subject to follow-up testing.
- b. The Director will order the affected employee to immediately report for surprise alcohol or controlled substance (or both) testing at the frequency prescribed by the substance abuse professional. The Director will advise the S.A.P. of the test results. The duration of surprise testing will continue as long as required by the S.A.P. to a maximum of five years.
- c. At a minimum, six unannounced tests will be required within the first 12 months of return to duty. This minimum must be conducted regardless of whether the S.A.P. deems no more testing is required.
- d. Employee is responsible for all costs associated with follow-up testing.

39.07 Consequences of failed or refused tests (382.605):

- 1. An employee will be immediately removed from duty upon the employee's refusal to

cooperate with testing procedures or upon receipt of positive test results. Employees who refuse to submit to testing or fail an alcohol or drug test are subject to disciplinary action, up to and including discharge.

2. The employee selects a substance abuse professional (S.A.P.). The employee is responsible for payment to the substance abuse professional and subsequent counseling and rehabilitation. The employee's medical insurance may be used to help pay for these services. A list of S.A.P.'s will be provided the employee, however, the employee is free to choose any certified S.A.P.
3. The employee signs a release allowing the Park District to release the test results to the S.A.P. and signs a release for the S.A.P. to report back to the Director.
4. The S.A.P. will report back to the Director that the employee:
  - a. Does not require any help in dealing with a substance abuse problem - in which case the employee may be returned to full duty.
  - b. That the employee requires and is cooperating with continued counseling and rehabilitation and may return to full duty, or may not return to full duty yet.
  - c. That the employee requires but is not cooperating with counseling and rehabilitation and may not return to duty.
5. The employee is responsible for obtaining any counseling or rehabilitation prescribed the S.A.P. and must provide appropriate releases for counseling and rehabilitation professionals to report back to the S.A.P. Employees are advised that the D.O.T. regulations require that the additional counseling and rehabilitation not be performed by any business entity in which the S.A.P. has a financial interest.
6. When the S.A.P. reports to the Director that the employee may return to full duty of operating and maintaining commercial class vehicles the employee must:
  - a. Test negative in return to duty alcohol or controlled substances testing (or both tests if so indicated by the S.A.P.).
  - b. Continue with any rehabilitation therapy if so prescribed by the S.A.P.
  - c. Test negative in unannounced follow up testing as prescribed by the S.A.P. or at a minimum, six tests in the first 12 months of returning to duty as ordered by the Director.

39.08 Required Training:

1. All affected employees will be informed of the new D.O.T. regulations and these policies and

procedures to implement the regulations.

2. All department heads and supervisors will receive training in recognizing physical signs of alcohol misuse and controlled substance use prior to any employee ordering another employee to submit to reasonable suspicion testing. Sixty minutes of training for alcohol misuse recognition and 60 minutes of training for controlled substance use recognition is required.
3. All new employees and newly transferred employees to affected positions will receive training prior to operating or maintaining a commercial class vehicle. All newly hired department heads and supervisors will receive 60 minutes of alcohol misuse recognition training and 60 minutes of controlled substances use training prior to their requiring any employee to submit to reasonable suspicion testing.
4. All department heads and supervisors will sign an in-service training form stating that they attended the training. The in-service training form will be kept in Park District records.

#### **40.0 CHILD ABUSE AND NEGLECT**

The Geneva Park District will fully comply with the State of Illinois Abused and Neglected Child Reporting Act. The Park District will make every reasonable effort and precaution to prevent, detect, handle and report cases of suspected child abuse and neglect for children which come in direct contact with Park District programs, areas and facilities.

40.01 General Employee Guidelines: Specific hiring, training, supervision, employee conduct and reporting procedures have been developed for applicants and employees who will supervise children.

1. All prospective staff will be interviewed in person prior to the decision to accept them as an employee. Reference checks will be conducted.
2. The Park District will conduct a State of Illinois Criminal Background Check with employment pending its results.
3. All full and part-time employees, Recreation Department volunteers and Contractual Service Providers who work with children are required to review this policy and sign an Acknowledgment Form indicating that they understand the Abused and the Neglected Child Reporting Act requirements.

4. All full and part-time employees, Recreation Department volunteers and Contractual Service Providers will receive in-service training by Supervisory staff. This orientation may include audio-visual, verbal and written materials on Park District policies and procedures regarding child abuse and neglect. Specific training will also include:
- A. Periodic training programs to explain what are abuse and neglect indicators and reporting procedures.
  - B. Appropriate discipline and rewarding practices.
  - C. Using expressions of normal affection through physical contact.
  - D. Requiring that one-adult and one-child situations be avoided.
  - E. Respect and protecting the privacy of children, as well as their own.
  - F. Avoiding sexually suggestive discussions in front of children.
  - G. Wearing a means of staff identification at all times, when appropriate.
  - H. Being alert to the physical and emotional state of children in their care.

5. Supervisory staff will make periodic unannounced visits to program sites to observe staff interaction with children and the behavior of individual children.
6. Attendance records of children participating in programs will be periodically reviewed by Supervisory staff for instances of unusual absenteeism or reluctance of children to participate in the programs.

40.02 Handling Allegations of Abuse:

1. If a child advises Park District staff that someone has molested or otherwise abused them, staff should be prepared to help the child. It is suggested that staff be counseled to follow the guidelines below:
  - A. Remain calm and reassuring. If you panic, become angry or overreact to the information disclosed, so will the child. The child needs to feel that the person to whom he speaking is in control of the situation.
  - B. Don't criticize the child, question the child's story or imply that the child may have misunderstood what happened.
  - C. Encourage the child to speak with the Superintendent of Recreation and Recreation Supervisor about what happened. Tell him no one should ask to keep a secret about what happened and that it is okay to talk to the administrative personnel about it. Make sure the child feels that he is not to blame for what happened. Try to avoid repeated interviews about the incident and other dealings with the child that may be stressful for the child.
  - D. Respect the child's privacy. Take the child to a location where you cannot be overheard by other children but within view of another adult. It is important that you discuss the matter only with the Superintendent of Recreation and Recreation Supervisor, or with the appropriate DCFS personnel and designated law enforcement personnel. It must not become the topic of conversation among other staff members either on or off, Park District premises. If you disclose the information to such other persons, you are violating the child's right to privacy and the privacy rights of other persons involved, and may be subject to legal liability.

2. The Superintendent of Recreation and appropriate Recreation Supervisor should be the contact persons for reporting suspected child abuse. In his/her absence the Executive Director should be notified. The Superintendent and Recreation Supervisor should become thoroughly familiar with the reporting requirements under the Act as summarized in the following paragraphs. If the report is made directly to DCFS, the staff member is responsible to notify the Superintendent of Recreation or Executive Director within 24 hours of contacting DCFS.
3. The Superintendent and staff person reporting the suspected abuse should immediately notify DCFS as required under the Act by telephone to the DCFS “central register” (1-800-252-2873) or in person or by telephone through the nearest DCFS office. Reports are immediately transmitted to the appropriate DCFS Child Protective Service Unit (“CPS”), which will in turn begin to investigate the matter.
4. The report should include, if known, the name and address of child and his parents or other person having his custody, the child’s age, the nature of the child’s condition, including any evidence of previous injuries or disabilities, and any other information that the reporting staff person believes might be helpful in establishing the cause of such abuse or neglect and the identity of the person believed to have caused such abuse or neglect.
5. The oral report should be confirmed by the reporting staff person in writing to the assigned “CPS” within 48 hours of the initial report.
6. The Executive Director will notify the President of the Board of Commissioners of all reports of child abuse or neglect, which are suspected and reported to the Department of Child and Family Services.

#### 40.03 State of Illinois Abused and Neglected Child Reporting Act

“Abused child” means a child whose parent or immediate family member, or any person responsible for the child’s welfare, or any individual residing in the same home as the child, or a paramour of the child’s parent:

- A. Inflicts, causes to be inflicted, or allows to be inflicted upon such child physical injury, by other than accidental means, which causes death, disfigurement, impairment of physical or emotional health, or loss or impairment of bodily function;
- B. Creates a substantial risk of physical injury to such child by other than accidental means which would be likely to cause death, disfigurement, impairment of physical or emotional health, or loss or impairment of any bodily function
- C. Commits or allows to be committed any sex offense against such child, as such sex offenses are defined in the Criminal Code 1961, as amended, and extending those definitions of sex offense to allow to include children under the age of 18 years of age.
- D. Commits or allows to be committed an act or acts of torture upon such a child; or
- E. Inflicts excessive corporal punishment.

“Neglected Child” means any child whose parent or other person responsible for the child’s welfare withholds or denies nourishment or medically indicated treatment including food or care denied solely on the basis of the present or anticipated mental or physical impairment as determined by a physician acting alone or in consultation with other physicians or otherwise does not provide the proper or necessary support, education as required by law, or medical or other remedial care recognized under State law as necessary for a child’s well-being, or other care necessary for his or her well-being, including adequate food, clothing and shelter; or who is abandoned by his or her parents or other person responsible for the child’s welfare. A child shall not be considered neglected or abused for the sole reason that such child’s parent or other person responsible for his or her welfare depends upon spiritual means through prayer alone for the treatment or cure of the disease or remedial care as provided under Section 4 of this Act.

Any recreational program or facility personnel having reasonable cause to believe a child known to them in their professional or official capacity may be an abused child or a neglected child shall immediately report or cause report to be made to the Department of Child and Family Services. Whenever such person is required to report under this Act in his capacity as a member of the staff shall make the report immediately to the Department in accordance with the provisions of this Act and may also notify the person in charge of the facility, or agency, or his designated agent that such report has been made. Under no circumstances shall any person exercise any control, restraint, modification or other change in the report or forwarding of such report to the Department. The privileged quality of communication between any professional person required to report and his client shall not apply to situations involving abused or neglected children, and shall not constitute grounds for failure to report as required by this Act. In addition to the above persons required to report suspected cases of abused or neglected children, any other person may make a report if such person has reasonable cause to believe a child may be abused or neglected child. Any person who enters employment on and after July 1, 1986 and is mandated by virtue of that employment to report under this Act, shall sign a statement on a form prescribed by the Department, to the effect that the employee has knowledge and understanding of the reporting requirements of this Act. The statement shall be signed prior to commencement of the employment. The employer shall retain the signed statement.



40.04 Abuse and Neglected Child Act Acknowledgement

As an administrator, activity Supervisor, instructor, or volunteer of recreation programs involving children, you are required by the Illinois Abused and Neglected Child Reporting Act, to make a report whenever you have reasonable cause to believe a child has been abused or neglected.

Reports made in good faith are immune from liability-civil, criminal, or otherwise. Any person who willingly transmits a false report, however, commits the offense of disorderly conduct. Any person who willfully fails to report suspected child abuse or neglect commits the offense of Class A misdemeanor.

All reports should be channeled through the Superintendent of Recreation or the Executive Director. In his/her absence reports should not be discussed with other staff members or participants. In the event that neither is available, the Supervisor should contact the State of Illinois Division of Child and Family Services at 1-800-252-2873.

I hereby acknowledge that I have knowledge and understanding of the reporting requirements of the Illinois Abused and Neglected Child Act. (Please read the complete policy before signing).

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*Signature*

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*Date*

---

*Printed Name*

---

*Title*

## **41.0 MODIFIED DUTY**

The Geneva Park District is committed to providing employees with every reasonable opportunity to maintain career and employment status and benefits and to maximize the Park District's ability to provide its services offered to the public. To that end, we have developed a Modified Duty Program for employees who have sustained injuries or illnesses arising out of and in the course of their employment with the Park District ("work-related injury"). The purpose of the Modified Duty Program is to provide a temporary modified work assignment, when feasible and applicable, in accordance with the Americans with Disabilities Act (ADA). The feasibility of Modified Duty shall be determined on a case-by-case basis, taking several factors into consideration, and is the sole discretion of the Park District. These factors include, but are not limited to, the attitude and aptitude of the employee, the specific physical or mental limitations, the essential functions of the temporary job assignment, the work environment and the ability of the Park District to provide accommodation. Modified duty may not be available for certain positions. Noncompliance or failure to cooperate with the Modified Duty Program may affect your workers compensation benefits and result in possible disciplinary action, up to and including dismissal.

### **41.01 Objectives**

1. To return occupationally injured employees to work as soon as possible provided there is not a probability of re-injury to themselves or aggravation of an injury to themselves, and the return to work does not directly or indirectly adversely jeopardize the safety of others or is otherwise potentially detrimental to the Park District.
2. To minimize financial hardship and emotional stress to the employee who has sustained an occupational injury.
3. To assist employees in returning to work at a level close to their pre-injury earnings and productivity.
4. To retain qualified employees and experienced Geneva Park District employees.
5. To further the Park District's commitment and obligation to provide recreational programs, services and facilities to the public.

#### 41.02 Modified Duty Basic Program Requirements

1. Employees may be assigned to a Modified Duty Assignment when temporarily unable to perform the essential functions of their regular position due to occupational injury or illness, provided that the Modified Duty assignment fulfills a job function(s) useful to the Park District and is within limitations set by treating and/or evaluating physicians. Modified Duty assignments will not create a new job, but instead will incorporate or modify an existing position on a temporary basis. The assignment may include duties anywhere within the Park District.
2. A time limit will be established on a case-by-case basis for the length of time that modified duty will be made available. This time limit shall be subject to review and revision at the sole discretion of the Park District. When possible, employees shall be compensated at their regular salary. If not practical, the Geneva Park District's worker's compensation coverage provider (PDRMA) will be notified of the wage differential and be requested to pay employees 2/3 of the wage differential accordance with the Illinois Worker's Compensation Act.
3. There shall be regular communication among the agency claims contact, Department Head, the employee's Supervisor, the physician and the worker's compensation third party administrator (PDRMA) throughout the course of treatment and recovery.
4. An employee who declines a modified duty position, which meets a physician's requirements, may be subject to disciplinary actions and possible discharge.
5. Periodic review shall be conducted after an employee has been on modified duty status to determine the appropriateness and reasonableness of continuing the employee in the assignment. Upon request of the Geneva Park District, a review may be conducted at any time.

#### 41.03 Department Responsibilities

1. The Department Head is typically responsible for the management of employees on modified duty status. They may also coordinate modified duty assignments with other departments, the agency risk manager, Executive Director, claims contact, and PDRMA.
2. When an employee is injured, the Department Head should provide the employee with the Modified Duty Guidelines Memorandum, which explains the modified duty policy, and the Physician Evaluation Form, which provides the physician with a form to list physical

limitations.

- A. At the initial visit and any subsequent visits to the treating physician, the injured employee is to give the Physician Evaluation Form to the attending physician for updating.
- B. After the treating physician has completed the Physical Evaluation Form, it should be returned to the Department Head by the employee.
- C. The Department Head should then forward a copy of the completed Physician Evaluation Form to the claims contact.
- D. The Department Head then assigns the employee a modified duty assignment in accordance with the doctor's specifications, subject to periodic review and reassessment.
- E. In some cases, departments may not have any available modified tasks. If so, they should use the Modified Duty Request Memorandum to request available modified duty assignments in other departments.
- F. An employee who declines a modified duty position may be subject to disciplinary actions and possible discharge.
- G. If applicable, the possibility of medical management and/or vocational services will be explored and communicated to all parts involved.

3. Departments should coordinate with the claims contact and worker compensation coverage provider (PDRMA) to review existing medical restrictions of the going medical status and work-adjustment.

41.04 Employee Responsibilities: Participates in the Modified Duty program as assigned; reports any problems with Modified Duty assignment to immediate Supervisor; to promptly notify the immediate Supervisor of any and all changes or modifications to the employee's work restrictions; provides all original copies of physician releases and reports and all medical records and forms to the Superintendent of Finance & Personnel promptly when received; if you are asked to complete a task that you cannot complete or in any way adversely affects your injury, you must immediately notify the person who assigned you the task. In addition, if your injury requires that you see a physician for subsequent visits for the same injury, you must inform your immediate Supervisor prior to any and all visits so your immediate Supervisor can complete the necessary forms and make the necessary arrangements for your absence if you must visit the doctor during your working hours. If your immediate Supervisor is unavailable, you must so

contact the Supervisor at the succeeding level of authority in your department. In order to avoid disruption of Park District operations, you should schedule doctor's appointments during non-work hours. Please note, under the Illinois Workers' Compensation Act (820 ILCS 305/12), the Park District may ask an employee entitled to receive disability payments under the Act to undergo an examination by a duly qualified medical practitioner or surgeon selected by the Park District at any time and place reasonably convenient to the employee, for the purpose of determining the nature, extent and probable duration of the injury received by the employee, and for purposes of ascertaining the amount of compensation which may be due the employee from time to time for disability according to the provisions of the Act.

An employee who declines a Modified Duty position, which is within the limitations, as determined by the treating or evaluating physician, may be subject to disciplinary action and possible dismissal. The employee may also lose eligibility for workers compensation benefits.

Periodic review will be conducted while an employee is on Modified Duty status to determine the appropriateness and reasonableness of continuing the employee in the assignment. A review may be conducted at any time.

41.05 Worker's Compensation Coverage Provider Responsibilities

1. Informs treating physician(s) about the Modified Duty Program.
2. Assists in obtaining medical statements from physician(s).
3. Notifies the Geneva Park District and the department of an employee's potential availability for modified duty assignment.

41.06 Potential Modified Duty Tasks - Please Note: Don't limit modified duty assignments to one department.

Answer phones, filing, paperwork, general office work  
Inspections -vehicle, buildings, parks, etc.  
Transfer to other departments with light duty tasks  
Continue duties in Supervisory capacity or paperwork  
Clean and repair athletic equipment  
Clean all fitness center equipment  
Inventories (seasonal)  
Joint purchase lists  
Assist safety committee on outstanding projects, training procedures  
Organize stockrooms  
Deliver mail  
Dusting  
Clean and disinfect all preschool toys  
Copy, collate and staple District flyers, programs, manuals, etc.  
Pick up program and special event supplies  
Collect and tally surveys  
Develop special event checklists  
Umpire/supervise umpires  
Supervise outdoor sports activities  
Update sports league materials  
Assist in brochure development  
Cashier  
Inventory of maintenance shop/video/equipment  
Light painting and janitorial work, replace heating filters  
Inventory of shop/video  
Plant bulbs  
Clean toilets, windows, light fixtures  
Minor building repairs, caulking windows & doors  
Snow plowing, salt sidewalks  
Use of riding lawn mowers, sharpen mower blades  
Painting playground equipment, park benches, etc.  
Grass trimming around trees, fences, and playground equipment  
Sweeping and floor mopping  
Ball field dragging using tractor  
Organize tools and mark with Park District identification  
Trim low tree branches  
Assist mechanic, lubricate equipment

41.07 Memorandum

To: The Attending Physician  
From: The Geneva Park District  
Subject: Modified Duty Guidelines

The Geneva Park District is committed to providing employees with every reasonable opportunity to maintain career and employment benefits. To that end, the Geneva Park District has developed a temporary Modified Duty Program for employees injured during the course of their employment. We feel that our Modified Duty Program is beneficial and may aid in the employee's recovery.

The agency will attempt to provide work assignments that will bring minimum physical stress upon an injured employee. The program works in this way: as directed, under the advice of the attending or evaluating physician, an employee may continue to work but under reduced physical job requirements.

Please review the attached Physician Evaluation Form and provide an assessment of the physical work capacity and limitations of the injured employee. You may want to keep a copy for your files and return the original form to the injured employee.

Please feel free to contact the Geneva Park District risk manager/claims contact at 232-4542 should you need further information or have any specific questions.

41.08 Modified Duty Physician Evaluation Form

Please check the appropriate area that best suits the type of work the employee can perform according to his/her injury.

Employee Name \_\_\_\_\_

Department \_\_\_\_\_

Date of Injury \_\_\_\_\_

1. \_\_\_\_\_ **Fit for Full Duty.** Effective Date: \_\_\_\_\_
2. \_\_\_\_\_ **Medium Work**  
May require some lifting up to 38 lbs., bending, carrying loads up to 30 lbs.
3. \_\_\_\_\_ **Light Work**  
May require infrequent lifting of item up to 20 lbs. Some walking, standing, and/or pushing or pulling. Majority of work would be sedentary.
4. \_\_\_\_\_ **Sedentary Work**  
May require infrequent lifting of light items up to 10 lbs., sitting, minimal walking, and answering phones.
5. \_\_\_\_\_ **Cannot be assigned** alternate duty at this time for the duration of \_\_\_\_\_ days.
6. Restriction until \_\_\_\_\_ (enter date).
7. Projected date employee will be returned to full duty: \_\_\_\_\_ (enter date).
8. Date of next medical evaluation: \_\_\_\_\_.

Special Instructions:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Physician's Signature

\_\_\_\_\_  
Date



41.09 Modified Duty Request Memorandum

To: \_\_\_\_\_  
From: \_\_\_\_\_  
Date: \_\_\_\_\_  
Subject: Request for available modified duties

Please review the attached Physician Evaluation form. Please indicate whether any modified duty tasks are available in your department and within the physician's recommended limitations. Please complete and return this form to the requesting department when received.

Employee Name \_\_\_\_\_

Date Available \_\_\_\_\_

Can your department accommodate employee listed above? \_\_\_\_\_ Yes \_\_\_\_\_ No

## 42.0 NON-DISCRIMINATION AND ANTI-HARASSMENT

The Geneva Park District is committed to a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that prohibits discriminatory practices, including harassment. Therefore, the Geneva Park District expects that all relationships among persons in the workplace will be business-like and free of bias, prejudice and harassment.

It is the responsibility of each and every employee, officer, official, park commissioner, agent, volunteer, and vendor of the Geneva Park District as well as anyone using the Geneva Park District's facilities, to refrain from sexual and other harassment. The Geneva Park District will not tolerate sexual or any other type of harassment of or by any of its employees and elected officials. Actions, words, jokes, or comments based on an individual's ~~actual or perceived~~ sex, race, national origin, age, religion, sexual orientation, or any other legally protected characteristic will not be tolerated.

This policy may not be used as a basis for excluding or separating individuals of a particular gender, or any other protected characteristic, or from participating in business or work-related social activities or discussions in order to avoid allegations of harassment. The law and policies of the park district prohibit disparate treatment on the basis of sex or any other protected characteristic, with regard to terms, conditions, privileges and prerequisites of employment. The prohibition against harassment, discrimination and retaliation are intended to complement & further these policies, not to form the basis of an exception to them.

### 42.01 Definitions of Harassment:

1. Sexual harassment may occur whenever there are unwelcome sexual advances, requests for sexual favors, or any other verbal, physical, or visual conduct of a sexual nature when:
  - A. Submission to the conduct is made either implicitly or explicitly a condition of the individual's employment;
  - B. Submission to or rejection of the conduct is used as the basis for an employment decision affecting the harassed employee; or
  - C. The harassment has the purpose or effect of interfering with the employee's work performance or creating an environment that is intimidating, hostile, or offensive to the employee.

2. Sexual harassment may include a range of subtle and not so subtle behaviors and may involve individuals of the same or different gender. Depending on the circumstances, these behaviors may include, but are not limited to: unwanted sexual advances or requests for sexual favors; sexual jokes and innuendo; verbal abuse of a sexual nature; commentary about an individual's body, sexual prowess or sexual deficiencies; leering; catcalls or touching; insulting or obscene comments or gestures; display or circulation in the workplace of sexually suggestive objects or pictures (including through e-mail); and other physical, verbal or visual conduct of a sexual nature.
3. Harassment on the basis of any other protected characteristic is also strictly prohibited. Under this policy, harassment is verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of his/her actual or perceived race, color, religion, sex, age, national origin, disability, sexual orientation or any other characteristic protected by law or that of his/her relatives, friends or associates, and that; (i) has the purpose or effect of creating an intimidating, hostile or offensive work environment; (ii) has the purpose or effect of unreasonably interfering with an individual's work performance; or (iii) otherwise adversely affects an individual's employment opportunities.
4. Harassing conduct includes, but is not limited to: epithets, slurs or negative stereotyping; threatening, intimidating or hostile acts; denigrating jokes and display or circulation in the workplace of written or graphic material that denigrates or shows hostility or aversion toward an individual or group (including through e-mail).
5. Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business trips, professional conferences, business meetings and business-related social events.
6. Note: Any employee engaging in practices or conduct constituting sexual harassment, discrimination or harassment of any kind shall be subject to disciplinary action, up to and including discharge.

- 42.02 Retaliation Is Prohibited: The Geneva Park District prohibits retaliation against any individual who reports discrimination or harassment, participates in an investigation of such reports, or files a charge of discrimination or harassment. Retaliation against an individual for reporting harassment or discrimination, for participating in an investigation of a claim of harassment or discrimination, or for filing a charge of discrimination or harassment is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action.
- 42.03 Reporting Procedure: The Geneva Park District strongly urges the reporting of all incidents of discrimination, harassment or retaliation, regardless of the offender's identity or position. Early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment or discrimination. Therefore, while no fixed reporting period has been established, the Geneva Park District strongly urges the prompt reporting of complaints or concerns so that rapid and constructive action can be taken.

The availability of this reporting procedure does not preclude individuals who believe they are being subjected to harassing or discriminatory conduct from promptly advising the offender that his or her behavior is unwelcome and requesting that it be discontinued.

If you experience or witness harassment or discrimination of any kind, you should deal with the incident(s) as directly and firmly as possible by clearly communicating your position to the offending person, your immediate supervisor, your department head, and/or the Director. You should also document or record each incident (what was said or done, by whom, the date, time and place, and any witnesses to the incident). Written records such as letters, notes, memos, e-mails, and telephone messages can strengthen documentation. It is not necessary that the harassment be directed at you to make a complaint.

Any allegation of harassment by an elected official against another elected official may be reported to the board president. If the board president is the person making the allegation or is the person alleged to have committed the harassment, then the report may be made to any other board member. Complaints should be submitted in writing with as much detail as possible regarding the nature of the incident(s) and who is responsible for the alleged harassment, when the incident(s) occurred, where they occurred, whether or not they were witnessed and by whom and whether or not there is any physical evidence (video, audio, text, email, social media etc.) that needs to be identified and preserved. While there is a preference for complete and detailed written complaints, all complaints, including verbal complaints, will be thoroughly investigated.

Upon receipt of an allegation of harassment pursuant to this policy, the person to whom the report is made shall immediately refer the complaint to the Agency's legal counsel for review. The Agency's legal counsel shall then appoint a qualified independent attorney or consultant to review and investigate all allegations set forth in the complaint.

- 42.04 Direct Communication with Offender: If there is harassing or discriminatory behavior in the workplace, you should directly and clearly express your objection to the offending person(s) regardless of whether the behavior is directed at you. If you are the harassed employee, you should clearly state that the conduct is unwelcome and the offending behavior must stop. However, you are not required to directly confront the person who is the source of your report, question, or complaint before notifying any of those individuals listed below. The initial message may be oral or written, but documentation of the notice should be made. If subsequent messages are needed, they should be put in writing.

- 42.05 Report to Supervisory and Administrative Personnel: At the same time direct communication is undertaken, or in the event you feel threatened or intimidated by the offending person, you should promptly report the offending behavior to your immediate Supervisor, Department Head or the Executive Director. If you feel uncomfortable doing so, or if your immediate Supervisor and/or Department Head is the source of the problem, condones the problem or ignores the problem, report directly to the Executive Director. If the Executive Director is the source of the problem, condones the problem, or ignores the problem, you should contact the President of the Board of Park Commissioners.
- 42.06 Report to Executive Director/President of the Board of Park Commissioners: An employee may also report incidents of harassment or discrimination directly to the Executive Director. The Executive Director or his designee will promptly investigate the facts and take corrective action when an allegation is determined to be valid. If your complaint alleges harassment by the Executive Director, or if the Executive Director condones the problem or ignores the problem, you should immediately report the incident or incidents in writing directly to the President of the Board of Park Commissioners. An investigation will be conducted and appropriate action will be taken when an allegation is determined to be valid. At no time will personnel involved in the alleged harassment conduct the investigation.
- 42.07 Harassment Allegations Against Non-Employees/Third Parties: If you make a complaint alleging harassment or discrimination against an agent, vendor, supplier, contractor, volunteer or person using Geneva Park District programs or facilities, the Executive Director will investigate the incident(s) and determine the appropriate action, if any. The Geneva Park District will make reasonable effort to protect you from further contact with such persons. Please recognize, however, that the Geneva Park District has limited control over the actions of non-employees.
- 42.08 Important Notice To All Employees: Employees who have experienced conduct they believe is contrary to this policy have an obligation to take advantage of this reporting procedure. An employee's failure to fulfill this obligation could affect his or her rights in pursuing legal action.
- 42.09 Responsibility of Supervisors and Witnesses: Any Supervisor who becomes aware of any possible sexual or other harassment or discrimination of or by any employee should immediately advise the Executive Director who will investigate the conduct and resolve the matter as soon as possible. All employees are encouraged to report incidents of harassment, regardless of who the

offender may be or whether or not you are the intended victim.

- 42.10 The Investigation: – Any reported allegations of harassment, discrimination or retaliation will be investigated promptly. The Geneva Park District will make every reasonable effort to conduct and investigation in a responsible and confidential manner. However, it is impossible to guarantee absolute confidentiality. The investigation may include individual interviews with the parties involved, and where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge. The Geneva Park District reserves the right and hereby provides notice that third parties may be used to investigate claims of harassment. You must cooperate in any investigation of workplace wrongdoing or risk disciplinary action, up to and including termination.
- 42.11 Responsive Action: The Geneva Park District will determine what constitutes harassment, discrimination or retaliation based on a review of the facts and circumstances of each situation. Misconduct constituting harassment, discrimination or retaliation will be dealt with appropriately. Responsive action may include, for example, training, referral to counseling and/or disciplinary action such as warning, reprimand, withholding of a promotion or pay increase, reassignment, temporary suspension without pay or termination, as the Geneva Park District believes appropriate under the circumstances.
- 42.12 False and Frivolous Complaints: Given the possibility of serious consequences for an individual accused of sexual harassment, complaints made in bad faith or otherwise false and frivolous charges are considered severe misconduct and may result in disciplinary action, up to and including dismissal.
- 42.13 Contacting the Illinois Department of Human Rights: While we hope to be able to resolve any complaints of harassment within the Geneva Park District, we acknowledge your right to contact the Illinois Department of Human Rights (IDHR) at the James R. Thompson Center, 100 West Randolph Street, Suite 10-100, Chicago, Illinois 60601, about filing a formal complaint, and, if it determines that there is sufficient evidence of harassment to proceed further, it will file a complaint with the Illinois Human Rights Commission (HRC), located at the same address on the fifth floor. If the IDHR does not complete its investigation within 365 days, you may file a complaint directly with the HRC between the 365<sup>th</sup> and the 395<sup>th</sup> day.

42.14 Acknowledgement of Non-Discrimination And Anti-Harassment Policy

I have read and understand the Geneva Park District's Non-Discrimination And Anti-Harassment Policy.

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Signature

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Date

---

Printed Name

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Title



## 43.0 YOUR RIGHT TO KNOW

The Geneva Park District is committed to protecting you against the dangers of hazardous materials on the job. Safety training and the proper handling and storage of hazardous substances are just a few of the things we do to keep you safe. In addition, the Occupational Safety and Health Administration (OSHA) has issued a regulation that states that you have a right to know what hazards you face on the job and how you can protect yourself against them. .

Chemical manufacturers must determine the physical and health hazards of each product they make, and they have to let users know about those hazards by providing information on the container label and on a Safety Data Sheet (SDS) for every product. Employees should to read labels and SDS sheets, and they have to follow the company's safety procedures for storing, handling and using hazardous materials.

Employers should have a written hazard communication program that:

- Tells employees about the Hazard Communication Standard;
- Explains how the standard is in effect in the workplace;
- Provides information and training on hazardous chemicals in the workplace, which includes how to recognize, understand and use labels and SDS sheets, and the correct safety procedures for working with hazardous substances.

### **Information on the Labels:**

1. The common name of the substance.
2. The name, address, and emergency phone number of the company that made or imported the substance.
3. A signal word that outlines the seriousness of the substance. Signal words, ranked from the most serious to the least serious, are Danger, Warning and Caution.
4. The physical hazards (Will it explode or catch fire? Is it reactive?) and the health hazards (Is it toxic? Could it cause cancer? Is it an irritant?) of the substance.
5. The precautionary measures to be taken, including basic protective clothing, equipment, and procedures that are recommended when working with this substance.
6. First aid instructions, in case of exposure.
7. Proper handling and storing instructions.
8. Special instructions concerning children.

**Information on SDS Sheets:**

**Identity**, including the manufacturer's name, address and phone number, and the date the substance was produced.

**Hazardous ingredients**, including the substance's hazardous components, its chemical ID, and common names. Worker exposure limits to the substance and other recommended limits are also included.

**Physical and chemical characteristics**, such as boiling point, vapor pressure, vapor density, melting point, evaporation rate, water solubility, and appearance and odor under normal conditions.

**Physical hazards**, including fire and explosion, and ways to handle those hazards (such as firefighting equipment and procedures).

**Reactivity**, including whether or not the substance is stable, and which substances and situation to keep it away from so it won't react.

**Health hazards**, including how the substance can enter the body and the possible health hazards that could arise from exposure. This section also covers signs and symptoms of exposure, such as eye irritation, nausea, dizziness, etc., and whether or not the substance is carcinogenic. Emergency and first aid procedures are also outlined.

**Precautions for safe handling and use**, including what to do if the substance spills or leaks; how to dispose of the substance; equipment needed for cleaning up spills and leaks; proper storage and handling; and any other necessary precautions.

**Control measures** will lessen your exposure to the materials. This section outlines the personal protective equipment, clothing, respirators, and ventilation that should be used when handling the substance. Special work or hygiene practices are also outlined.

For the Right-to-Know Standard to be effective, you must:

- Respect all warnings and precautions – don't take any chances!
- Read all substance labels and SDS sheets
- Follow warning and instructions
- Use the correct personal protective equipment when handling hazardous substances
- Know in advance what could go wrong and what to do about it
- Practice sensible, safe work habits
- Ask your Supervisor, when in doubt.

#### **44.0 IDENTITY PROTECTION POLICY**

##### **44.01 Introduction and Identification of Act**

This Identity-Protection Policy is adopted pursuant to the Illinois Identity Protection Act, 5 ILCS 179/1 *et seq.* The Identity Protection Act requires Geneva Park District to draft, approve, and implement this Identity-Protection Policy to ensure the confidentiality and integrity of Social Security numbers (SSNs) that the District collects, maintains, and uses. It is important to safeguard SSNs against unauthorized access because SSNs can be used to facilitate identity theft. One way to better protect SSNs is to limit the widespread dissemination of those numbers. The Identity Protection Act was passed in part to require the District and other local and State government agencies to assess their personal information collection practices and make necessary changes to those practices to ensure confidentiality. All District officers, employees, and agents shall comply with the Identity Protection Act and this policy at all times.

##### **44.02 Definitions**

The following words shall have the following meanings when used in this policy.

“Act” means the Illinois Identity Protection Act, 5 ILCS 179/1 *et seq.*

“Board” means the Board of Commissioners of the Geneva Park District.

“District” means Geneva Park District.

“Person” means any individual in the employ of the District.

“Policy” means this Identity-Protection Policy.

“Publicly post” or “publicly display” means to intentionally communicate or otherwise intentionally make available to the general public.

“Redact” means to alter or truncate data so that no more than five sequential digits of a SSN are accessible as part of personal information.

“SSN(s)” means any Social Security number provided to an individual by the Social Security Administration.

“Statement of Purpose” means the statement of the purpose or purposes for which the District is collecting and using an individual’s SSN that the Act requires the District to provide when collecting a SSN or upon request by an individual. An example of a Statement of Purpose for the District is attached to this Policy.

44.03 Statement of Purpose

The District shall provide an individual with a Statement of Purpose anytime an individual is asked to provide the District with his or her SSN or if an individual requests it.

44.04 Prohibited Activities

Neither the District nor any Person may:

1. Publicly post or publicly display in any manner an individual's SSN.
2. Print an individual's SSN on any card required for the individual to access products or services provided by the person or entity.
3. Require an individual to transmit a SSN over the Internet unless the connection is secure or the SSN is encrypted.
4. Print an individual's SSN on any materials that are mailed to the individual, through the U.S. Postal Service, any private mail service, electronic mail, or any similar method of delivery, unless State or federal law requires the SSN to be on the document to be mailed. Notwithstanding the foregoing, SSNs may be included in applications and forms sent by mail, including, but not limited to: (i) any material mailed in connection with the administration of the Unemployment Insurance Act; (ii) any material mailed in connection with any tax administered by the Department of Revenue; and (iii) documents sent as part of an application or enrollment process or to establish, amend, or terminate an account, contract, or policy or to confirm the accuracy of the SSN. A SSN that is permissibly mailed pursuant to this paragraph will not be printed, in whole or in part, on a postcard or other mailer that does not require an envelope or be visible on an envelope without the envelope having been opened.

Except as otherwise provided in the paragraph below or unless otherwise provided in the Act, neither the District nor any Person may:

1. Collect, use, or disclose a SSN from an individual, unless: (i) required to do so under State or federal law, rules, or regulations, or the collection, use, or disclosure of the SSN is otherwise necessary for the performance of the District's duties and responsibilities; (ii) the need and purpose for the SSN is documented before collection of the SSN; and (iii) the SSN collected is relevant to the documented need and purpose.
2. Require an individual to use his or her SSN to access an Internet website.
3. Use the SSN for any purpose other than the purpose for which it was collected.

The prohibitions in the paragraph above do not apply in the following circumstances:

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

2. The disclosure of SSNs pursuant to a court order, warrant, or subpoena.
3. The collection, use, or disclosure of SSNs in order to ensure the safety of: State and local government employees; persons committed to correctional facilities, local jails, and other law-enforcement facilities or retention centers; wards of the State; and all persons working in or visiting a State or local government agency facility.
4. The collection, use, or disclosure of SSNs for internal verification or administrative purposes.
5. The disclosure of SSNs by a State agency to the District for the collection of delinquent child support or of any State debt or to the District to assist with an investigation or the prevention of fraud.
6. The collection or use of SSNs to investigate or prevent fraud, to conduct background checks, to collect a debt, to obtain a credit report from a consumer reporting agency under the federal Fair Credit Reporting Act, to undertake any permissible purpose that is enumerated under the federal Gramm Leach Bliley Act, or to locate a missing person, a lost relative, or a person who is due a benefit, such as a pension benefit or an unclaimed property benefit.

44.05 Coordination With The Freedom Of Information Act And Other Laws

The District shall comply with the provisions of the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*, and any other State law with respect to allowing the public inspection and copying of information or documents containing all or any portion of an individual's SSN. However, the District shall redact SSNs from the information or documents before allowing the public inspection or copying of the information or documents.

When collecting SSNs, the District shall request each SSN in a manner that makes the SSN easy to redact if required to be released as part of a public records request.

44.06 Limited Employee Access To Social Security Numbers

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

44.07 Embedded Social Security Numbers

Neither the District nor any Person shall encode or embed a SSN in or on a card or document, including but not limited to, using a bar code, chip, magnetic strip, RFID technology, or other technology, in place of removing the SSN as required by the Act and this Policy.

44.08 Applicability

If any provision of this Policy conflicts with any provision of the Act, the provisions of the Act shall prevail.

This Policy does not apply to:

1. the collection, use, or disclosure of a SSN as required by State or federal law, rule, or regulation; or
2. documents that are recorded with a county recorder or required to be open to the public under a State or federal law, rule, or regulation, applicable case law, Supreme Court Rule, or the Constitution of the State of Illinois; provided, however, that the District shall redact the SSN from such document if such law, rule, or regulation permits.

44.09 Availability of Policy

The Policy shall be filed with the Board within 30 days of its approval. All District employees shall be advised of the existence of this Policy. District employees who are required to use or handle information or documents that contain SSNs have been provided a copy of this Policy, which each shall maintain at all times. A copy of the Policy is available to all other employees and any member of the public by requesting a copy from: Superintendent of Finance, Geneva Park District, 710 Western Ave, Geneva, IL 60134.

44.10 Amendments

This Policy may be amended by the District at any time. If the Policy is amended, the District shall file a written copy of the Policy, as amended, with the Board and shall also advise all District employees of the existence of the amended Policy. A copy of the amended Policy will be made available to District employees and the public as set forth in the preceding section above.

44.11 Effective Date

This Policy becomes effective May 16, 2011.

## ATTACHMENT A

### **Statement of Purpose For Collection of Social Security Numbers By The Geneva Park District**

The Identity Protection Act, 5 ILCS 179/1 *et seq.*, and the Identity-Protection Policy of the **Geneva Park District** (“District”) require the District to provide an individual with a statement of the purpose or purposes for which the District is collecting and using the individual’s Social Security number (“SSN”) anytime an individual is asked to provide the District with his or her SSN or if an individual requests it. This Statement of Purpose is being provided to you because you have been asked by the District to provide your SSN or because you requested a copy of this statement.

#### **Why do we collect your Social Security number?**

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

State and Federal Background Check, Federal and State Payroll Tax Purposes, Court Order, Warrant or Subpoena, Enrollment in employment Benefit Programs: Illinois Municipal Retirement System, Health Insurance Programs.

#### **What do we do with your Social Security number?**

We will only use your SSN for the purpose for which it was collected.

We will not:

- Sell, lease, loan, trade, or rent your SSN to a third party for any purpose;
- Publicly post or publicly display your SSN;
- Print your SSN on any card required for you to access our services;
- Require you to transmit your SSN over the Internet, unless the connection is secure or your SSN is encrypted; or
- Print your SSN on any materials that are mailed to you, unless State or Federal law requires that number to be on documents mailed to you. If mailed, your SSN will not be visible without opening the envelope in which it is contained.

#### **Questions or Complaints about this Statement of Purpose**

Write to the GENEVA PARK DISTRICT:

Attn: Superintendent of Finance

710 Western Ave

Geneva IL 60134

#### 45.0 EMPLOYEE ACKNOWLEDGMENT

I hereby acknowledge receipt of the Part-time and Short-term Personnel Policy Manual for the Geneva Park District and agree to read and become familiar with its contents. I understand that the policies have been developed for the general guidance of the Park District's employees and that neither the policies nor their individual terms constitute or represent binding contractual commitments, either expressed or implied, on the part of the Park District. I understand that all Geneva Park District employees are at-will employees. Further, I understand that, notwithstanding anything contained in the policies or any other policy statement, I retain my right to terminate my employment at any time, without notice or reason, and the Park District retains the same right.

In addition, I understand that no representative of the Park District, other than the Executive Director, with Park Board approval, has authority to enter into any employment for any specific period of time or to make any binding representation or agreement, whether oral or written, contrary to the foregoing.

I also understand that the policies, benefits and rules contained in the policies can be changed or discontinued by the Park District at any time.

---

*Signature*

---

*Date*

---

*Printed Name*

---

*Position*



# Memo

**To:** GPD Board of Commissioners, Sheavoun Lambillotte, and Jerry Culp  
**From:** Ken Kerfoot  
**CC:** Christy Powell  
**Date:** 3/11/2021  
**Re:** Contracted mowing services

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## **Purpose:**

The Purpose of this memorandum is to provide The Board of Commissioners with information to consider the approval of the proposal for contracted mowing services in several parks.

## **Background**

In 2020 we contracted weekly mowing services at 27 locations covering 78.4 acres. While reviewing the 2020 mowing season, we determined we could make a few changes that would reduce the amount of transportation time for our mowing crew. These changes included our crew assuming mowing responsibilities of all parks east of the Fox River and north of Fabyan Parkway and our contractor mowing all three parks in the Fisher Farms subdivision as well as Hathaway Park and Mill Creek Community Park. As proposed, our weekly contracted mowing would decrease to 25 locations covering 75.7 acres. The list of locations is attached.

Bids were based on the following specs:

- Services to be completed for 29 weeks: April 12, 2021—October 29, 2021
- Mowing of turf at 3" in height
- Weed trimming and blowing grass clippings off trails, sidewalks, etc. included

Fabyan Soccer Fields were included as an alternate bid location to be serviced during the spring and fall soccer seasons for a maximum of 16 weeks over the course of the contract. Seven bids were submitted and opened March 8, 2021 for the contractual mowing services of 25 locations plus one alternate. Accurate Edge Landscape, Inc. of La Fox, IL submitted the lowest bid for the season. Their bid is as follows,

|  |             |
|--|-------------|
| Base bid of 25 locations covering 75.7 acres for 29 weeks: | \$59,080.00 |
| Alternate bid for Fabyan Soccer Fields 16 weeks:           | \$ 2,640.00 |

Accurate Edge Landscape, Inc. completed our contracted mowing during the 2020 season to our satisfaction.

## **Financial**

Contractual mowing services are paid from our 01-1001-8-0000-15 Grounds/Maintenance Contracted account which had a balance of \$62,000 to start the 2020-2021 fiscal year. The proposed 2021-2022 budget includes \$62,000 in the account which would be sufficient for the proposed contractual mowing services.

## **Recommendation**

Staff recommends the Board of Commissioners approve the base bid of 25 locations from Accurate Edge Landscape, Inc. in the amount of \$59,080.00 plus the alternate bid of one location, not to exceed a total of \$61,720 for contractual mowing service during the 2020-2021 fiscal year.

# Tabulation Sheet

**Agency Name** Geneva Park District



**Bid Number** ITB-2021 Mowing Bid-0-2021/KK





**Bid Name** Mowing Bid

**Bid Due Date** 03/08/2021 13:00:00

**Bid Opening** Closed

7 responses found.

✓ online,  offline, ● not submitting,  not received

| Company  |                                       | Responded  | Address   | Bid Amount | Alt Bid Amount | Declared Attributes | Documents  | Sent   |
|----------|---------------------------------------|------------|---|------------|----------------|---------------------|--|--|
| Complete |                                       |            |   |            |                |                     |  |  |
| 1        | Accurate Edge Landscape Services Inc. | 03/05/2021 | PO Box 15,<br>Lafox, IL,<br>60147                               | \$59080.00 | 2640.00        |                     | 2021<br>Mowing Bid<br>Spreadsheet<br>2021<br>Mowing Bid<br>Alternate<br>Site<br>2021<br>Mowing Bid<br>Proposal<br>Form<br>2021<br>Mowing Bid<br>Contractor<br>References<br>2021<br>Mowing Bid<br>Contractor<br>Compliance | ✓<br>✓<br>✓<br>✓<br>✓  |
| 2        | Allscape Contractors                  | 03/03/2021 | 757 Dalhart<br>Ave.,<br>Romeoville,<br>Romeoville,<br>IL, 60446 | \$61157.00 | 100.00         |                     | 2021<br>Mowing Bid<br>Spreadsheet<br>2021<br>Mowing Bid<br>Alternate<br>Site<br>2021<br>Mowing Bid<br>Proposal<br>Form<br>2021<br>Mowing Bid<br>Contractor<br>References<br>2021<br>Mowing Bid<br>Contractor<br>Compliance | <br><br><br> |
| 3        | Classic Landscape LTD                 | 03/05/2021 | 3N471 Powis<br>Road,<br>West<br>Chicago, IL,<br>60185           | \$68672.00 | 913.00         |                     | 2021<br>Mowing Bid<br>Spreadsheet<br>2021<br>Mowing Bid<br>Alternate<br>Site<br>2021<br>Mowing Bid<br>Proposal<br>Form<br>2021<br>Mowing Bid<br>Contractor<br>References<br>2021<br>Mowing Bid<br>Contractor<br>Compliance | ✓<br>✓<br>✓<br>✓<br>✓  |
| 4        | Delia & Bros Landscaping Inc          | 03/05/2021 | 52 Petrie Cir,<br>Streamwood,<br>IL, 60107                      | \$81548.00 |                |                     | 2021<br>Mowing Bid<br>Spreadsheet<br>2021  | ✓<br>✓<br>✓  |



# Memo

**To:** GPD Board of Commissioners, Sheavoun Lambillotte, and Jerry Culp

**From:** Mandy Morgan

**CC:** Christy Powell

**Date:** 3/11/2021

**Re:** Contracted spring landscape cleanup services

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## Purpose:

The Purpose of this memorandum is to provide The Board of Commissioners with information to consider the approval of the proposal for contracted spring landscape cleanup services in several parks.

## Background

In recent years, we have contracted spring landscape cleanup services at 9 of our locations which greatly assisted our crews in getting our parks ready for summer activities. We have thoroughly reviewed the specs on a site by site basis for the spring landscape cleanup services to better assure these services will continue helping our crews in the best possible ways. During our review, we determined that including Stone Creek Miniature Golf as a location to our contract would be of great value to our crews. The list of the ten parks are as follows:

|                            |                            |                     |
|----------------------------|----------------------------|---------------------|
| Stone Creek Miniature Golf | Sunset Park                | Hawks Hollow        |
| Mill Creek Pool            | Steve Persinger Rec Center | Garden Club Park    |
| River Park                 | Old Mill Park              | Sandholm Woods Park |
| Moore Park                 |                            |                     |

Although specs varied according to each site, spring landscape cleanup generally consists of the following:

- Cutting fresh edges around planting beds, landscaped areas and trees
- Removing weeds and debris
- Trimming shrubs
- Mulching landscaped areas and around trees

One bid was submitted and opened March 8, 2021 for the contracted spring landscape cleanup services of 10 locations with three alternate locations. RLS Company of Elburn, IL submitted the lowest bid of \$36,550.00. RLS has completed landscape work for the District in the past and staff is confident they will continue to provide high quality work for the District.

Their bid is as follows.

|                                  |             |
|----------------------------------|-------------|
| Base bid of 10 locations:        | \$36,550.00 |
| Alternate #1—Eaglebrook Park     | \$ 3,535.00 |
| Alternate #2—Randall Square Park | \$ 2,575.00 |
| Alternate #3—Sterling Manor Park | \$ 2,250.00 |

## **Financial**

Funds are budgeted in the Capital Fund Projects account 01-1001-8-0000-26 for the Spring Landscape Clean up Services each year. Sufficient funds are included in the Capital Funds Projects account for this expense totaling \$36,550.00.

## **Recommendation**

Staff recommends the Board of Commissioners approve the base bid from RLS Company in the amount of \$36,550.00 for contractual spring landscape cleanup services of the 10 locations.

## INTERGOVERNMENTAL LEASE AGREEMENT – ELM STREET PARK

This agreement, is made this \_\_\_\_\_ day of \_\_\_\_\_, 2021, and entered into by and between the Geneva Park District, a municipal corporation, hereinafter referred to as the “Park”, and the City of Geneva, a municipal corporation, hereinafter referred to as the “City”, both of the City of Geneva, County of Kane and State of Illinois, and who are collectively referred to herein as the “Parties”, and who recite that:

WHEREAS, the City is the owner of a certain parcel of real estate adjacent to the Oak Hill Cemetery in Geneva, Illinois, and which real estate is legally described in Exhibit “A”, attached hereto and incorporated herein, and

WHEREAS, the Park would like to lease the aforesaid real estate from the City to be used for a public park, and

WHEREAS, the Park is authorized, pursuant to 70 ILCS 1205/8-16, to lease real estate and to improve same as may be required for corporate purposes by the construction of capital improvements thereon, and

WHEREAS, the City is authorized, by ordinance, to lease real estate which is no longer necessary, appropriate or required for use by the City for a period not to exceed fifty years pursuant to 50 ILCS 605/3.1, and

WHEREAS, the City, by and through its corporate authorities, has determined that the real estate described as Exhibit “A” is no longer necessary, for a period of fifteen (15) years, for the use by the City, and

WHEREAS, pursuant to Article VII, Section 10 of the Illinois Constitution of 1970, 5 ILCS 220/1, et seq., entitled “Intergovernmental Cooperation Act”, the Parties, as local governmental bodies, are authorized to cooperate in the performance of their respective responsibilities by contract and other agreements.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS CONTAINED HEREIN THE CITY AND PARK DO HEREBY AGREE AS FOLLOWS:

1. REAL ESTATE: The real estate which is the subject matter of this Lease is a parcel of vacant land which contains certain playground equipment installed by the Park under an expired lease dated April 19, 2004, and which is legally described in Exhibit “A” attached hereto and incorporated herein.
2. TERM OF LEASE: The Lease shall commence on the date first above written and shall continue for a period of fifteen (15) consecutive years thereafter, unless terminated earlier as provided herein. The City has the right to terminate the lease at any time after the 10th lease year upon 6 months written notice to the Park District that the lease is terminated and the Park District is to remove its equipment. In the event that the Park fails (“defaults”) to comply with any of the terms, conditions and covenants of this Lease, and refuses to cure any such default with sixty (60) days after the City’s written notice of such default, this Lease may be terminated subject to the Park fulfilling the provisions of paragraph 16 below.

3. RENT: The Park will pay rent in the amount of One Dollar (\$1.00) per year for the Lease which sum shall be due and payable in advance, each year, on the date of this Lease and a like sum payable each and every year thereafter for the term of this Lease.
4. CONSTRUCTION OF IMPROVEMENTS: The Park shall have the right to install and maintain, at its sole cost, customary playground and park equipment and furniture on the real estate which are necessary for the Park's usage of the property but such use will not include any lighting or grading that does not comply with the City's Ordinances, as may be amended from time to time.
5. COMPLIANCE WITH LAW: The Park will be responsible for and pay the entire cost of the construction of all improvements on the property. All improvements constructed upon the property will be done in a good and workmanlike manner, and by contractors skilled and experienced in the trade and said improvements will be designed and constructed in accordance with all the applicable building and zoning codes, laws, ordinances and regulations, and all other city, county, state and federal laws applicable thereto. The Park will be responsible for maintaining the security and safety of the property during any period of construction. The Park will not conduct or permit any activities on the property which would constitute a violation of any local, state or federal environmental laws, ordinances, rules or regulations.
6. CONTRACTOR'S INSURANCE: The Park will require all contractors who perform construction work on the property to maintain insurance that will provide coverage for damage to property and for personal injury or death to any person that occurs or arises out of or during the construction of any improvements on the property, and require the City be named as an additional insured. Certificates of insurance from all contractors shall be provided to the City prior to the commencement of construction.
7. MECHANIC LIEN CLAIMS: The Park shall keep the property free from any liens arising out of any work, labor performed, and materials supplied to the property and shall promptly take all action necessary to remove any liens for the property that are nevertheless filed against the property as a result of the aforesaid construction of the improvements.
8. PARK'S INSURANCE: The Park will at all times during the term of this Lease, at its sole expense, maintain in full force and effect a policy of insurance to cover claims against the Park arising out of property damage and personal injury or death which occurs on or about the premises, as a result of the Park's activity thereon, and the Park will cause the City to be named as an additional party insured on said policy and furnish a copy of said policy endorsement to the City. As of the date of this Agreement, the Park has insurance coverage through the Park District Management Association which provides general liability insurance limits for all property damage and personal injury of three million dollars (\$3,000,000.00). To the extent that the Park has liability for any damage or loss that occurs that is less than the policy



deductible amount or is not covered by the insurance policy, the Park will be responsible for such damage or loss.

9. **HOLD HARMLESS AND INDEMNIFICATION/INSURANCE:** The Park shall indemnify and hold the City, its elected and appointed officials, employees and agents, harmless from all loss, claim, suit, demand, damage, expense, judgement, court costs, including attorneys' fees, resulting from any injury to or death of any person or any loss of or damage to any property caused by or resulting from any negligent act or omission of the Park, or any agent, employee, contractor, guest, invitee of the Park in or about the property. Nothing herein shall be construed as a waiver by either the Park or City of any defenses and immunities available in law or equity.
10. **MAINTENANCE OF PARK SITE:** The Park will be responsible for the maintenance of the site, including, but not limited to such matters as lawn mowing, tree and shrub trimming, water drainage, landscaping maintenance and repair, during the term of this Lease.
11. **NOTICES:** All notices required or desired to be given by either party to the other shall be personally served or sent to the other party by certified mail, return receipt requested. Neither Party shall refuse or delay in the acceptance of any certified mail. Notice shall be deemed given on the date of post mark in the United States Mail. Notice shall be given to the Parties at the address that either Party shall designate and until such designation at the following:

|                      |                       |
|----------------------|-----------------------|
| Executive Director   | City Administrator    |
| Geneva Park District | City of Geneva        |
| 710 Western Avenue   | 22 South First Street |
| Geneva, IL 60134     | Geneva, IL 60134      |
12. **ASSIGNMENT AND SUBLEASING:** The Park shall not assign this Lease or any interest therein or sublease the premises to any other person or entity without the express written approval of the City.
13. **EARLY TERMINATION OF LEASE:** If the Park determines that the leased property is no longer needed for Park purposes or that the Park lacks the financial resources to maintain the property, then the Park may terminate this Lease upon thirty (30) days written notice to the City.
14. **REMOVAL OR IMPROVEMENTS AT END OF LEASE:** Upon the termination of this Lease or at the end of the Lease term, the Park shall remove all improvements constructed on the premises, unless otherwise agreed between the Park and City.
15. **REAL ESTATE TAXES:** The Park will use the property for park activities. Since both the Park and City are local governmental bodies, both the Park and the City will each cooperate in executing any documents as may be necessary for the filing of any Application for Property

Tax Exemption with the Kane County Board for Review in order to obtain real estate tax exempt status on the property.

16. CITY'S ACCESS USE OF LEASED PREMISES: The City reserves the right to have unlimited access to the premises during the term of this Lease, at any time, as may be necessary for the City to install and/or service public utilities in or near the property.
17. THIRD PARTY BENEFICIARIES. The Parties agree that this Agreement is solely for the use and benefit of the City and Park and does not create any additional rights, expectations, duties or privileges in any person or entity who is not a party to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Intergovernmental Lease Agreement on the dates set forth herein.

City of Geneva,

By: \_\_\_\_\_  
Kevin R. Burns, Mayor

\_\_\_\_\_  
(SEAL)

ATTEST: \_\_\_\_\_  
City Clerk

DATED: \_\_\_\_\_

Geneva Park District

BY: \_\_\_\_\_  
Susan VanderVeen, President

\_\_\_\_\_  
(SEAL)

ATTEST: \_\_\_\_\_  
Sheavoun Lambillotte, Secretary

DATED: \_\_\_\_\_

STATE OF ILLINOIS    )  
  )       ss.  
COUNTY OF KANE    )

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Kevin R. Burns, Mayor of the City of Geneva, a municipality, and \_\_\_\_\_, City Clerk of said City, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Mayor and City Clerk, respectively, appeared before me this day in person, and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said City, for the use and purposes therein set forth.

Given under my hand and notarial seal

This \_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_  
Notary Public

STATE OF ILLINOIS    )  
  )       ss.  
COUNTY OF KANE    )

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Susan VanderVeen, President of the Board of Commissioners of the Geneva Park District, a public park district, and Sheavoun Lambillotte, Secretary of said Board of Commissioners, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, appeared before me this day in person, and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said Park District, for the use and purposes therein set forth.

Given under my hand and notarial seal

This \_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_  
Notary Public

Exhibit "A"

Lots 8, 9, 10, 11, 14, 15, 16 and 17 in Block 14 in Western Samaritan Subdivision to Geneva-St. Charles, Kane County, Illinois, as heretofore vacated in the City of Geneva, Kane County, Illinois.

P.I.N.s: 12-02-130-002, 12-02-130-003, 12-02-130-004, 12-02-130-005, 12-02-130-013, 12-02-130-014, 12-02-130-015, and 12-02-130-016

# Exhibit "A"

Lots 8, 9, 10, 11, 14, 15, 16 and 17 in Block 14 in Western Samaritan Subdivision to Geneva-St. Charles, Kane County, Illinois, as heretofore vacated in the City of Geneva, Kane County, Illinois.

WESTERN SAMARITAN SUBDIVISION

GENEVA - ST. CHARLES

KANE COUNTY ILLINOIS

FOR VACATION OF  
PART OF SHORT STREET  
LYING SOUTH OF DIVISION  
STREET SEE Doc. 1595262  
REC. 12-17-1981



26  
16

16



January 18, 2021

Sheavoun Lambillotte  
Executive Director  
Geneva Park District  
710 Western Avenue  
Geneva, IL 60134

Dear Sheavoun,

Thank you for meeting to discuss the 2021 projects the Geneva Park District is considering. Enclosed please find a scope of services for development of plans for a new Mini-golf Hut at Wheeler Park along with optional grant writing for the project. Upland Design proposes to undertake the project with the assistance of engineers at Engineering Resources Associates and surveyors at Prairie Land Survey. We will work with multiple building manufactures with specific experience in the park and recreation industry along with the Park District staff to find just the right building. In addition, we will develop plans for the construction of paths, utilities, grading and restoration for the project and undertake the permitting, bidding and construction administration.

Upland Design Ltd has worked on over twenty prefabricated and kit buildings for park and forest preserve sites. Our team has experience with multiple manufacturer's including Romtec, Cedar Forest Products, ICON, Polygon, CXT and Morton Buildings.

Please find a detailed scope of services enclosed. We look forward to working with the Park District team on this fun project.

Sincerely,

Michelle A. Kelly, PLA, CPSI  
Principal Landscape Architect

## **Wheeler Park Mini Golf Hut**

### **Geneva Park District**

January 18, 2020

**Project Overview:** The Geneva Park District would like to replace the existing mini-golf hut at Wheeler Park with a new building. A building manufacturer kit is desired to bring the cost in alignment with Park District budget goals. The new building will be in the same location as the current building. Utilities including water, sewer, and electric will be required for the new building.

Upland Design Ltd along with engineers from Engineering Resource Associates and surveyors from Prairie Land Survey will work the Park District staff to meet the project goals in a four phase approach.

|            |  |
|------------|--|
| Phase I:   | Concept Planning & Manufacturer Selection      |
| Phase II:  | Construction Document Preparation & Permitting |
| Phase III: | Bidding  |
| Phase IV:  | Construction Administration                    |

### **Project Scope – Phase I – Concept Planning & Manufacturer Selection**

**February 2021**

**Base Information:** A survey was completed for the Park District in 2018. This will be used as a base for planning. The Park District will share any old plans or known utility locations for the building and site.

**Site visit:** A site visit will take place in early 2021 with Park District staff. The new survey will be reviewed on site. Photos will be taken for in-office reference. Existing conditions and challenges will be discussed, and a review of the proposed building layout will be reviewed.



**Soil Borings:** Two soil borings will be completed at the proposed building location. These will be completed to determine if any soil issues are apparent and to assist with building foundation design. These will be a reimbursed expense.

**Preliminary Concepts:** The Park District had a building concept plan and elevation prepared. The high cost of custom building the project is beyond the desired budget. To meet the project goals and reduce the overall costs, options from manufacturers of precast and kit buildings will be contacted (3-5). The building goals and design parameters will be shared with vendors and Upland Design Ltd will work with each to develop the building plan concepts to meet the Park District goals. Options for year round use of the building as well as only warm season use will be explored. Detailed quotes will be obtained from the manufacturers. In addition, Upland will develop a site plan and cost estimate for the work beyond the building including removals, grading, utilities, pavement, and restoration. The building will be on a slab without a basement or crawl space. A site plan will be prepared to show the proposed location, paving and access routes. ERA will begin conceptual layout of utilities for the project and assist with those costs.



**Review Meeting:** A review meeting will be held with the Park District. Each manufacturer and the associated costs will be discussed along with the overall site plan.

**Finalize Plans and Costs:** Based on the Park District input, Upland Design will update the plans and finalize updates with the manufacturers. These adjustments will then be shared with the Park District and a single manufacturer will be chosen to move into Phase II. The site plan and cost estimates will be updated to fit building adjustments. These will be submitted to the Park District staff via email for approval.

**Optional State Grant Application:** If a State of Illinois grant opportunity becomes available such as a PARC Grant through IDNR or the Fast-Track Grant through DCEO, Upland Design will prepare the grant application using the designs, costs and information developed for this project along with any past grant information the Park District can share. The Park District will coordinate with Upland to secure required signatures and resolutions for the grant application.

## **Phase II – Construction Document Preparation**

**March – May 2021**

Upland Design along with Engineering Resource Associates will prepare site plan and paving layout along with details, specifications and a bid form for the mini-golf. One bid package will be prepared. Plans will address:

- Existing Conditions and Removals
- Layout and Dimensioning of Paving and Building Location
- Utility Connections: Water, Sanitary Sewer, and Electric
- Landscaping and Lawn Restoration
- Construction Details

Technical specifications will be prepared to cover each area of construction including site work and utilities. A detailed bid proposal form will be developed. Building specifications will be provided by the manufacturer along with stamped plans and building construction details. A fee may be charged by the manufacturer to the Park District to procure the stamped plans and allow for permitting prior to bidding. A review meeting with Geneva Park District staff will take place at 75% and 90% document completion. Materials and finished will be discussed for the building at the 75% meeting. Interior equipment selection such as toasters, ice machines, and refrigerators will not be included in the project and will be selected and purchased by the Park District separately. Comments from these meetings will be incorporated into the documents. The cost estimates will be updated and reviewed for each meeting.

**Optional State Grant Application:** If a State of Illinois grant opportunity becomes available such as a the Fast-Track Grant through DCEO, Upland Design will prepare the grant application using the designs, costs and information developed for this project along with any past grant information the Park District can share. The Park District will coordinate with Upland to secure required signatures and resolutions for the grant application.

**Optional Foundation Design:** If the selected manufacturer does not perform foundation design as part of their package, ERA structural engineers can design the foundation. This optional service includes design and preparation of foundation plan sheets after selection of the building. Drawings will be coordinated based on information provided by the manufacturer. Plans will be prepared at the 90% and 100% levels. Specifications will be included directly on plan sheets

**Optional Lift Station Design:** The sanitary sewer connection may require a lift station. If this is needed, ERA will design this and include it in the plans and specifications.

**Permits:** The project will require building and engineering permits from the City of Geneva. Our team will review the project with City officials prior to submitting a permit. Once the plans are complete, they will be submitted to the City for permits. The building plans will be stamped by the manufacturer's architect/structural engineer for permitting. The Park District will pay any fees associated with permit costs and the cost for stamped manufacturer plans as required.

The size of the disturbance is small enough that a City stormwater permit should not be required. Additionally, since the project disturbance is less than one acre, IEPA NOI permit will not be required. If anything changes about these during the design or submittal process, we will discuss these with the Park District.

The timeline for bidding and construction will be determined once the plan and budget are set. These can be completed immediately or later to fit the Park District needs.

#### **Phase III- Bidding and Bid Assistance**

**Early Summer 2021**

The bid documents distributed through Accurate Repro services. The District will place an ad in the local paper and perform other required procedures for bidding. Our staff will notify potential bidders and be available throughout the bidding period to answer questions. Upland Design will be present at the bid openings and will review the bids with staff. Bid tabulations will be prepared. (1 bid opening)

#### **Phase IV- Construction Observation**

**Mid-Summer to Fall 2021**

Upland Design will make eight site observation visits during construction and Engineering Resource Associates will make two site visits. We will be available by phone to answer questions throughout the construction. Jerry Culp will make additional site visits during construction. A site observation report will be written after each visit and distributed to the Park District and Contractor. Additionally, we will review construction submittals, pay applications, and close-out documents prepared by the Contractor. The design team's role will be to determine general compliance with the contract documents and communicate with the Owner's staff during the project construction. A walk through with Park District representatives and the Contractor will take place at the completion of the park improvements in order to develop a punch list of remaining items and Owner concerns. (10 visits)

The Firm and its subconsultants shall have the authority to act on behalf of the Owner only to the extent provided in this proposal and subsequent agreement. The Firm shall not have control over, charge of, or responsibility for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the construction work, nor shall the Firm be responsible for the Contractor's failure to perform the construction work in accordance with the requirements of the plans and specifications.

**Professional Service Fees**

In accordance with the described services above, the following fees would be paid to Upland Design Ltd. Invoices will be structured to reflect completed work. If the Park District wishes to stop work at any time during the planning phases, the Park District will notify the team, and only work completed will be billed.

|  |                 |
|--|-----------------|
| Concept Planning & Manufacturer Selection: | \$ 4,800        |
| Construction Documents                     | \$18,450        |
| Permitting                                 | \$ 2,850        |
| Bidding                                    | \$ 1,800        |
| Construction Administration                | \$12,000        |
| <b>Total</b>                               | <b>\$39,900</b> |

**Fee Breakout:**

|                                  |          |
|----------------------------------|----------|
| Engineering Resource Associates: | \$10,100 |
| Upland Design Ltd                | \$29,800 |

|                             |         |
|-----------------------------|---------|
| Optional State Grant:       | \$3,400 |
| Optional Foundation Design: | \$4,000 |
| Optional Lift Station:      | \$2,500 |

**Reimbursable Expenses:**

|                   |         |
|-------------------|---------|
| Soil Borings      | \$2,850 |
| Printing/Plotting | \$ 500  |
| Mileage           | \$ 300  |

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Reimbursable expenses shall include copies, printing, mounting boards and mileage at current IRS rates. Permit fees or grand application fees will be paid by the Park District. These expenses and shall be invoiced at their direct cost to Upland Design.

Excluded Services; Boundary Survey, ALTA Survey, Material Testing; Construction Scheduling; Construction Work; Work-Site Safety; Engineering, Storm water Detention or Design, Wetland Delineation, Labor Negotiations; or permits as part of these services.

**CONTRACT  
BETWEEN OWNER and FIRM  
FOR LANDSCAPE ARCHITECTURAL SERVICES  
WITH THE GENEVA PARK DISTRICT  
WHEELER PARK MINI-GOLF**

Geneva Park District  
710 Western Avenue  
Geneva, IL 60134  
Phone: 630.232.4542.....

The Owner

And

Upland Design Ltd.  
24042 Lockport St., Suite 200  
Plainfield, IL 60544.....  
Phone: 815.254.0091

The Firm

Owner and Firm agree as set forth below:

**1. Firm's Basic Services**

The Firm agrees to provide its professional services in accordance with generally accepted standards of its profession. The Firm agrees to put forth-reasonable efforts to comply with codes, laws and regulations in effect as of the date of this contract. **See Attachment A for Project Scope of Services.**

**2. Excluded Services**

The Firm and sub-consultants will not be responsible for the following: Hydrologic/hydraulic modeling the floodplain/floodway, wetland mitigation, archeological services, environmental testing, subsurface conditions and material testing, boundary survey, topographic survey, soil borings, construction layout; construction scheduling; construction work; work-site safety, labor negotiations, permit fees or court appearances as part of these services.

Hazardous Materials: The scope of the Firm's services for this Agreement does not include any responsibility for detection, remediation, accidental release, or services relating to waste, oil, asbestos, lead, or other hazardous materials, as defined by Federal, State, and local laws or regulations.

**3. Construction Phase Services**

If Firm performs any services during the construction phase of the project, Firm and sub-consultants shall not supervise, direct, or have control over Contractor's work. The Firm and sub-consultants shall not have authority over or responsibility for the construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of the Contractor. The Firm does not guarantee the performance of the construction contract by the Contractor and do not assume responsibility for the Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

**4. Firm's Insurance**

The Contract documents shall include Firm's Proof of Insurance with Owner listed as certificate holder.

**5. Owner Responsibilities**

The Owner has designated Jerry Culp as the contact person(s) for this project. The Firm will direct correspondence and information to the contact person. The Owner will provide pertinent information to the Firm in a timely manner so as not to hinder or delay the Firm performing their work in a timely and cost effective manner throughout the project.

The Owner agrees to provide Firm with existing base information for the site and will assist the Firm with obtaining other information as requested. The Firm will rely on this information, without liability, on the accuracy and completeness of information provided by the Owner. The Owner agrees to advise Firm of any known or suspected contaminants at the Project Site and the Owner shall be solely responsible for all subsurface soil conditions.

Right of Entry: When entry to property is required for the Firm and/or sub-consultant to perform its services, the Owner agrees to obtain legal right-of-entry on the property.

## 6. Project Schedule

The Firm shall render its services as expeditiously as is consistent with professional skill and care. During the course of the Project, anticipated and unanticipated events may impact any Project schedule. The Firm will attempt to make the Owner aware of events that will impact the Project schedule.

## 7. Compensation and Payments

The Owner shall pay to the firm the following for each phase of design services as specified in Attachment A . The fees include Upland Design Ltd and Engineering Resources Associates. Invoices will be structured to reflect completed work. If the Park District wishes to stop work at any time during the planning phases, the Park District will notify the team, and only work completed will be billed.

|  |                 |
|--|-----------------|
| Concept Planning & Manufacturer Selection: | \$ 4,800        |
| Construction Documents                     | \$18,450        |
| Permitting                                 | \$ 2,850        |
| Bidding                                    | \$ 1,800        |
| Construction Administration                | \$12,000        |
| <b>Total</b>                               | <b>\$39,900</b> |

### Fee Breakout:

|                                  |          |
|----------------------------------|----------|
| Engineering Resource Associates: | \$10,100 |
| Upland Design Ltd                | \$29,800 |

|                             |         |
|-----------------------------|---------|
| Optional State Grant:       | \$3,400 |
| Optional Foundation Design: | \$4,000 |
| Optional Lift Station:      | \$2,500 |

### **Reimbursable Expenses:**

|                   |         |
|-------------------|---------|
| Soil Borings      | \$2,850 |
| Printing/Plotting | \$ 500  |
| Mileage           | \$ 300  |

---

Reimbursable Expenses: Firm will bill direct non-payroll expenses at cost plus 0%. Examples of expenses include printing, boards, plans and handouts, postage and delivery. Permit fees or grand application fees will be paid by the Park District. Mileage will be billed at current IRS rates.

### 2021 Rate Sheet Hourly Billing Rates:

|                               |       |
|-------------------------------|-------|
| Principal Landscape Architect | \$166 |
| Project Landscape Architect   | \$145 |
| Assistant Landscape Architect | \$124 |
| Landscape Designer            | \$128 |

Firm shall submit request(s) for payment to the Owner. Payment requests shall be made monthly for that portion of the project that has been completed. The Owner agrees to make the requested payment within 30 days of submission of each payment request.

### Additional Information:

- a) At the request of the Owner, additional meetings or work may be added at the professional service rates listed herein.
- b) No additional work shall be added to the contract without authorization from the Owner.

## 8. Suspension or Termination of Services

If the Owner in good faith determines that the Firm prosecutes or fails to prosecute its work in such manner as to hinder or delay the completion of the project, the Owner may serve written notice to the Firm setting forth any complaint about Firm's performance of its work. The Firm shall have seven (7) days from receipt of such written notice in which to take corrective action. If the Firm fails to take appropriate corrective action within said seven (7) day period, the Owner may exercise the following remedies:

- a. Terminate the Firm's services by a written notice effective on the date such written notice is served on the Firm; and,
- b. Order the remaining necessary work be done by another Firm, if desired.
- c. If the Owner in good faith exercises the above remedies, Owner shall be responsible to pay the Firm only for the work performed prior to termination of the contract. The above remedies shall be Owner's sole and exclusive remedies in the event the Owner terminates the Firm's services under this provision.
- d. The Firm may terminate this Contract upon seven days written notice. If terminated, Owner agrees to pay the Firm for all Basic and Additional Services rendered and Reimbursable Expenses incurred up to the date of termination. Upon not less than seven days' written notice, Landscape Architect may suspend the performance of its services if Owner fails to pay the Firm in full for services rendered or expenses incurred. The Firm shall have no liability because of such suspension of service or termination due to nonpayment.

#### **9. Indemnification**

The Firm agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Owner up to the amount of this contract fee for services from loss and expense, including reasonable attorneys' fees, to the extent caused by Firm's negligent acts, errors or omissions in the performance of the work under this Contract. Firm shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reason of the work done under this Contract. The Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Firm from any damage, liability, or cost, including reasonable attorneys' fees and costs of defense arising from this project, to the extent caused by the Owner's negligent acts, errors or omissions and those of its other Firms, sub-consultants or consultants or anyone for whom the Owner is legally liable. In the event of joint or concurrent negligence, Firm shall bear only that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of the third parties) which caused the personal injury or damage.

#### **10. Limitation of Liability**

In any event, in recognition of the relative risks and benefits of the project, the Owner and the Firm have allocated the risks such that the Owner agrees that to the fullest extent permitted by law, the Firm's total aggregate liability to the Owner for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Contract from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Firm's fee for the work rendered on this project.

#### **11. Dispute Resolution**

Owner and Firm agree to mediate claims or disputes arising out of or relating to this Agreement as a condition precedent to litigation. The mediation shall be conducted by an agreed upon mediation service acceptable to the parties. A demand for mediation shall be made within a reasonable time after a claim or dispute arises and the parties agree to participate in mediation in good faith. Mediation fees shall be shared equally. In no event shall any demand for mediation be made after such claim or dispute would be barred by the applicable law.

#### **12. Ownership of Documents**

Copies of the final bid documents may be retained by the Owner at the completion of the project for their records in both print and digital PDF versions. All instruments of professional service prepared by the Firm, including, but not limited to, drawings and specifications, are the property of the Firm, and these documents shall not be reused on other projects without Firm's written permission. Any reuse or distribution to third parties without such express written permission or project-specific adaptation by the Firm will be at the Owner's sole risk and without liability to the Firm or its employees, and subcontractors.

The Firm reserves the right to include representations of the Project in its promotional and professional materials.

#### **13. Governing Law**

This Agreement is governed by the laws of the State of Illinois.

#### **14. Entire Agreement and Severability**

This Agreement is the entire and integrated agreement between Owner and the Firm and supersedes all prior negotiations, statements or agreements, either written or oral. This Agreement may be amended only by written

instrument signed by both Owner and Firm. In the event that any term or provision of this agreement is found to be void, invalid or unenforceable for any reason, that term or provision shall be deemed to be stricken from this agreement, and the balance of this agreement shall survive and remain enforceable.

**15. No Assignment**

Neither party can assign this Agreement without the other party's written permission.

**16. Expiration of Proposal**

If this agreement is not accepted within 120 days, the offer to perform the described services is withdrawn and shall be null and void.

IN WITNESS WHEREOF, the parties hereto have executed this agreement this \_\_\_\_ day of \_\_\_\_\_, 2021.

Geneva Park District  
710 Western Avenue  
Geneva, IL 60134

Upland Design Ltd.  
24042 Lockport St., Suite 200  
Plainfield, IL 60544

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

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

By: \_\_\_\_\_

By: Michelle A. Kelly, President  
Upland Design Ltd

## **Wheeler Park Mini Golf Hut**

### **Geneva Park District**

January 6, 2020

**Project Overview:** The Geneva Park District would like to replace the existing mini-golf hut at Wheeler Park with a new building. A building manufacturer kit is desired to bring the cost in alignment with Park District budget goals. The new building will be in the same location as the current building. Utilities including water, sewer, and electric will be required for the new building.

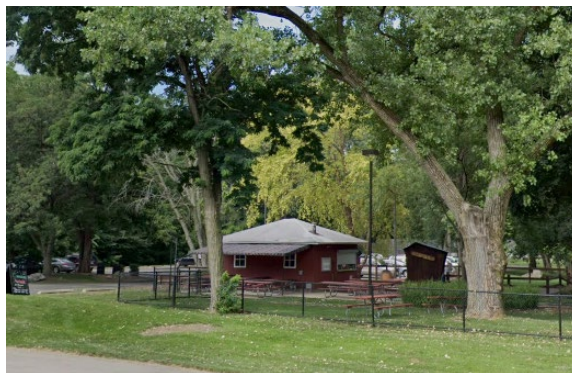
Upland Design Ltd along with engineers from Engineering Resource Associates and surveyors from Prairie Land Survey will work the Park District staff to meet the project goals in a four-phase approach.

- Phase I: Concept Planning & Manufacturer Selection
- Phase II: Construction Document Preparation & Permitting
- Phase III: Bidding
- Phase IV: Construction Administration

### **Project Scope – Phase I – Concept Planning & Manufacturer Selection**      **February 2021**

**Base Information:** A survey was completed for the Park District in 2018. This will be used as a base for planning. The Park District will share any old plans or known utility locations for the building and site.

**Site visit:** A site visit will take place in early 2021 with Park District staff. The new survey will be reviewed on site. Photos will be taken for in-office reference. Existing conditions and challenges will be discussed, and a review of the proposed building layout will be reviewed.



**Soil Borings:** Two soil borings will be completed at the proposed building location. These will be completed to determine if any soil issues are apparent and to assist with building foundation design. These will be a reimbursed expense.

**Preliminary Concepts:** The Park District had a building concept plan and elevation prepared. The high cost of custom building the project is beyond the desired budget. To meet the project goals and reduce the overall costs, options from manufacturers of precast and kit buildings will be contacted (3-5). The building goals and design parameters will be shared with vendors and Upland Design Ltd will work with each to develop the building plan concepts to meet the Park District goals. Options for year round use of the building as well as only warm season use will be explored. Detailed quotes will be obtained from the manufacturers. In addition, Upland will develop a site plan and cost estimate for the work beyond the building including removals, grading, utilities, pavement, and restoration. The building will be on a slab without a basement or crawl space. A site plan will be prepared to show the proposed location, paving and access routes. ERA will begin conceptual layout of utilities for the project and assist with those costs.

**Review Meeting:** A review meeting will be held with the Park District. Each manufacturer and the associated costs will be discussed along with the overall site plan.

**Finalize Plans and Costs:** Based on the Park District input, Upland Design will update the plans and finalize updates with the manufacturers. These adjustments will then be shared with the Park District and a single manufacturer will be chosen to move into Phase II. The site plan and cost estimates will be



updated to fit building adjustments. These will be submitted to the Park District staff via email for approval.

## **Phase II – Construction Document Preparation**

**March – May 2021**

Upland Design along with Engineering Resource Associates will prepare site plan and paving layout along with details, specifications and a bid form for the mini-golf. One bid package will be prepared. Plans will address:

- Existing Conditions and Removals
- Layout and Dimensioning of Paving and Building Location
- Utility Connections: Water, Sanitary Sewer, and Electric
- Landscaping and Lawn Restoration
- Construction Details

Technical specifications will be prepared to cover each area of construction including site work and utilities. A detailed bid proposal form will be developed. Building specifications will be provided by the manufacturer along with stamped plans and building construction details. A fee may be charged by the manufacturer to the Park District to procure the stamped plans and allow for permitting prior to bidding. A review meeting with Geneva Park District staff will take place at 75% and 90% document completion. Materials and finished will be discussed for the building at the 75% meeting. Interior equipment selection such as toasters, ice machines, and refrigerators will not be included in the project and will be selected and purchased by the Park District separately. Comments from these meetings will be incorporated into the documents. The cost estimates will be updated and reviewed for each meeting.

**Optional State Grant Application:** If a State of Illinois grant opportunity becomes available such as a the Fast-Track Grant through DCEO or other State funding, Upland Design will prepare the grant application using the designs, costs and information developed for this project along with any past grant information the Park District can share. The Park District will coordinate with Upland to secure required signatures and resolutions for the grant application.

**Optional Foundation Design:** If the selected manufacturer does not perform foundation design as part of their package, ERA structural engineers can design the foundation. This optional service includes design and preparation of foundation plan sheets after selection of the building. Drawings will be coordinated based on information provided by the manufacturer. Plans will be prepared at the 90% and 100% levels. Specifications will be included directly on plan sheets

**Optional Lift Station Design:** The sanitary sewer connection may require a lift station. If this is needed, ERA will design this and include it in the plans and specifications.

**Permits:** The project will require building and engineering permits from the City of Geneva. Our team will review the project with City officials prior to submitting a permit. Once the plans are complete, they will be submitted to the City for permits. The building plans will be stamped by the manufacturer's architect/structural engineer for permitting. The Park District will pay any fees associated with permit costs and the cost for stamped manufacturer plans as required.

The size of the disturbance is small enough that a City stormwater permit should not be required. Additionally, since the project disturbance is less than one acre, IEPA NOI permit will not be required. If anything changes about these during the design or submittal process, we will discuss these with the Park District.

The timeline for bidding and construction will be determined once the plan and budget are set. These can be completed immediately or later to fit the Park District needs.

**Phase III- Bidding and Bid Assistance**

**Early Summer 2021**

The bid documents distributed through Accurate Repro services. The District will place an ad in the local paper and perform other required procedures for bidding. Our staff will notify potential bidders and be available throughout the bidding period to answer questions. Upland Design will be present at the bid openings and will review the bids with staff. Bid tabulations will be prepared. (1 bid opening)

**Phase IV- Construction Observation**

**Mid-Summer to Fall 2021**

Upland Design will make eight site observation visits during construction and Engineering Resource Associates will make two site visits. We will be available by phone to answer questions throughout the construction. Jerry Culp will make additional site visits during construction. A site observation report will be written after each visit and distributed to the Park District and Contractor. Additionally, we will review construction submittals, pay applications, and close-out documents prepared by the Contractor. The design team's role will be to determine general compliance with the contract documents and communicate with the Owner's staff during the project construction. A walk through with Park District representatives and the Contractor will take place at the completion of the park improvements in order to develop a punch list of remaining items and Owner concerns. (10 visits)

The Firm and its subconsultants shall have the authority to act on behalf of the Owner only to the extent provided in this proposal and subsequent agreement. The Firm shall not have control over, charge of, or responsibility for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the construction work, nor shall the Firm be responsible for the Contractor's failure to perform the construction work in accordance with the requirements of the plans and specifications.

**End of Attachment A.**

8 March 2021

Ms. Sheavoun Lambillotte  
Executive Director  
Geneva Park District  
710 Western Ave.  
Geneva, IL 60134

Re: Geneva Park District / Sunset Recreation & Fitness Center Renovation / Addition  
Professional Basic Architectural & Engineering (A & E) Services  
WA PROJECT NO.: 2021-302

**LETTER OF PROPOSAL (LOP)**  
**[DRAFT]**

Dear Ms. Lambillotte:

It has been a pleasure working with you and the Geneva Park District Team, as it relates to the renovation and addition of the Sunset Recreation Center. Williams Architects is delighted to provide the Geneva Park District with this Letter of Proposal, outlining our understanding of the opportunity to work with you, your staff, and your Board on the Geneva Park District Sunset Recreation & Fitness Center Renovation / Addition. We look forward to our involvement on the implementation of the Project.

The proposed services within the LOP herein will provide the Geneva Park District with the proper information to make informed decisions. Please find enclosed a summary of the business terms associated with the proposed scope of work, services, schedule, fee, and understanding highlights to provide Professional Architectural and Engineering (A & E) Services to the Geneva Park District. We want to extend our services to you in an innovative manner for your consideration and approval.

In accord with your request, we have outlined the highlights of our proposed professional services and associated fees to perform Basic Architectural & Engineering (A & E) Services as identified herein. The LOP outlines our proposed understanding of the A & E Services and associated fees for the Project. Please refer to the pages that follow for additional detail.

Upon review and mutual agreement by the Owner and Architect of the business terms herein, we will incorporate portions of this LOP, as Exhibit A, into an Owner and Architect Agreement that is mutually agreeable to both the Geneva Park District and Williams Architects.

**ARCHITECTURAL TEAM MEMBERS**

The following team members represent the Williams Architects critical Management Team; however, the services of many other talented professional and technical staff beyond those noted herein will also be utilized:

- Frank Parisi / Project Principal-In-Charge / Project Manager
- Andreas Symeonides / Project Architect



### **ARCHITECT'S BASE SERVICE SUB-CONSULTANTS**

Please refer to the below noted Sub-Consultant & Engineering Team for the Basic A & E Services on this Project as follows:

Architect's Basic Service Sub-Consultants in the Basic A & E Services Fee of the Contract and coordinated by the Architect are as follows:

Architecture and Architect of Record / Williams Architects

Structural Engineering / Johnson Wilbur Adams

Mechanical / Electrical / Plumbing / Fire Protection Engineering / Berg Engineering, 2010 Engineering

### **OWNER'S DIRECT SPECIALTY CONSULTANTS**

Traditional Owner's Consultants contracted and coordinated by the Owner are as follows:

Surveying / ERA

Geotechnical Soils and Material Testing / TBD

Civil Engineer / ERA

Landscape Architect / TBD

Low Voltage / Telephone and Data

### **ADDITIONAL AND OPTIONAL SERVICE SUB-CONSULTANTS**

If the Owner requests that Williams Architects contracts with some of the Owner's Specialty Consultants, the following list identifies the Specialty Sub-Consultants Williams Architects would contract with at an Additional Service Fee, which would be mutually agreed upon by the Owner and Architect.

- Low Voltage / Sentinel Technologies
- Interior Design / Williams Interiors

### **PROJECT BACKGROUND & UNDERSTANDING OF PROJECT SCOPE**

Due to the expanding and changing demands of the Geneva Park District, the Geneva Park District proposes to renovate the Sunset Recreation Fitness Center to incorporate the following scope of work as presented at the 16 November 2020 Board Meeting as Option 4.

#### **Phase One- Option 4A**

1. Demolish the existing racquetball courts and garage.
2. Reconstruct a new garage.
3. Expand the existing fitness space with an 1,875 sf addition including an outdoor fitness patio. Renovate the existing fitness as required to accommodate the new addition.

#### **Phase Two-Option 4B**

1. Construct a new 7,700 square foot multi- activity court gymnasium including storage.

The Park District proposes to solicit grants to partially fund the project for Option 4B. Williams Architects presented a cost range of \$5,100,000 to \$5,600,000 for the total project cost at the 16 November 2020 Board Meeting.

### **Basic Architectural & Engineering (A & E) Services for Project Implementation: (Anticipate Twenty – Five (25) total meetings)**

#### **Zoning Public Review Process**

- o Prepare Architectural documents for the public review process.
- o Attend public meeting with the City of Geneva.

*(Budgeted two (2) meetings in the proposal)*

Schematic Design Phase:

- Assist Owner to define Project goals and objectives.
- Define existing surface conditions to be protected, modified and/or demolished.
- Review Owner's existing Project Site information
- Preparation of Architectural Program defining elements to be included within Project.
- Assist Owner in researching applicable local zoning requirements and/or procedures potentially required to secure approval(s) for Project by local governmental officials.
- Preparation of preliminary Project Schedule thru Design.
- Preparation of Preliminary Estimate of Probable Construction Cost based on Owner's Facility Program.
- Review and determine Mechanical, Electrical, Plumbing, and other specialty systems for the facility.
- Preparation of Schematic Design Site Plan(s) graphically defining design intent. Plans shall include location and configuration of proposed addition, facilities, entrance/exit driveways, and pedestrian walkways
- Preparation of outline specifications.
- Final review with the Owner.

*(Anticipate three (3) meetings)*

Design Development Phase:

- Based upon Schematic Design Phase Documents, further develop floor plans, elevations, and site plans.
- Refine cost estimate.
- Further develop main components of Mechanical, Electrical, Plumbing, and other specialty systems for the facility.
- Further refine documents / deliverables.
- Final review.

*(Anticipate three (3) meetings)*

Construction Documents Phase:

- Preparation of Contract Documents consisting of drawings and specifications as required to secure a building permit and proceed with bidding and construction of the Project.
- Revise Design Phase Estimate of Probable Construction Cost as required to reflect that defined within the Contract Documents.
- Final review with the Owner.

*(Anticipate three (3) meetings)*

Bidding and Negotiations Phase:

- Prepare/Issue Contract Documents to bidders.
- Respond to questions and provide clarifications to bidders.
- Issue Addendums and/or clarification to bidders.
- Attend One (1) pre-bid conference/meeting and One (1) bid opening/meeting. Architect's attendance at additional conferences and/or bid opening meetings shall be considered an Additional Service.
- Prepare bid summary and recommendations to Owner.

*(Anticipate two (2) meetings)*

Construction Administration Phase:

- Architect's Basic Services during the Construction Phase shall include attendance at not more than Twelve (12) bi-weekly On-Site Project Meetings with Owner and Contractor combined with

a site observation visit to become generally familiar with the progress and quality of the completed construction work for general compliance with Construction Documents. The Architect shall report to the Owner nonconforming work observed during such visits. Architect's attendance at additional OAC meetings or additional site observation visits shall be considered an Additional Service. The Architect shall not be responsible for means, methods, techniques, or sequences of construction or for safety programs or precautions in connection with the construction work.

- Architect shall have the authority to reject construction work that does not conform to the Construction Documents.
- Construction Phase duration for the Phase One Project is anticipated as 6-8 months (120-160) Work Days. Work Days for purposes of this Agreement shall be Monday through Friday. Construction Phase duration for the Architect's Services shall be that period of time from commencement of construction through thirty (30) days following date of Architect's issuance of a Certificate of Substantial Completion.
- The Architect shall review and respond to written requests for information ("RFI's") from the Contractor seeking an interpretation or clarification of the Construction Documents in writing within a reasonable time.
- The Architect shall review of Contractor submittals and shop drawings for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents and process Contractor's submittals and Shop Drawings.
- The Architect shall review in conjunction with a site observation visit the Contractor's Applications for Payment and process Contractor's Applications for Payment. Such review is to check for quantity of construction work which the Contractor has indicated is completed in the Application for Payment. The Architect shall not be responsible for obtaining or checking lien waivers provided or required.
- The Architect shall prepare Change Orders for Owner's approval and execution.
- The Architect shall visit Project Site to prepare One (1) Punch-List, issue Certificate of Substantial Completion and attend One (1) follow-up site meeting to review completion of Punch-List. Architect's attendance at additional site meetings intended for Punch-List reviews shall be considered an Additional Service.
- The Architect shall conduct an 11-month walk-through of the facility to determine any outstanding warranty items.
- If the Geneva Park District desires weekly site observation visits during the course of construction, an Additional Service fee can be provided on an hourly basis for those visits in addition to those noted above.

Furthermore, during all of our aforementioned professional service phases, we include the below noted firm wide project practices throughout the design, development, and construction of your Project through our very innovative process that includes, but is not limited to:

## **COST MANAGEMENT**

The basic premise behind our approach to cost management is collaboratively evaluating cost estimates and the performance of value engineering at multiple phases during the planning, design and construction of the project. We realize that all parties' involvement contributes to a cost-effective built project. Consistent attention by all parties to cost management and control will result in true economy. We also believe that appropriate action taken during each project phase will determine the project's cost effectiveness.

Through our familiarity of this and our database regarding the same, we possess extensive experience in the construction industry that will bring a diverse range of knowledge in cost estimating, sales, and construction management. We will apply our experience to provide value engineering, project design constructability, and project cost estimating review through critical phases of the design that will assist the Constructor in providing quality cost estimates; which we expect will include quantity takeoffs from drawings at a detailed cost estimate level from the Constructor. Our philosophy of cost management contains four main elements:

- *Attitude.* Cost control must be part of the mindsets of the project team, consultants and contractors.
- *Stewardship.* The Project Team must treat and protect the client's financial resources as if they were their own.
- *Practicality.* The Project Team must establish realistic budgets that balance the client's program, desired quality level, financial resources, and include hard and soft costs.
- *Fortitude.* Should the client's desires begin to exceed the established project budget, it is our Project Team's responsibility to make this known and re-establish the necessary balance.

We have demonstrated strong project leadership marked by effective cost control, which has allowed us to create realistic, cost-effective project solutions. We will work with the Owner and their Constructor to reduce project costs while maintaining desirable project design and aesthetic qualities. We will do this by reviewing materials, building systems, and anticipated construction methods, and requesting cost options from the Constructor.

Our Team is also concerned with providing a building that is economical to construct while taking into consideration the life-cycle impact on maintenance costs.

## PROJECT BUDGET

For the purposes of this proposal, the anticipated total project budget for the renovation and building addition are projected as follows:

Phase One – Fitness Expansion and Garage: Total Project Cost - \$1,770,000, Hard Construction Cost- \$1,470,000

Phase Two – Multi- Activity Gymnasium: Total Project Cost- \$3,330,000, Hard Construction Cost- \$2,850,000

Anticipated Total Project Cost- \$5,100,000, Hard Construction Cost- \$4,320,000

## SCHEDULE MANAGEMENT & PROPOSED PROJECT SCHEDULE

Williams Architect's procedure for maintaining project schedules includes defining a very specific step-by-step process with the Owner at the beginning of the Project. With this ongoing series of deadlines to meet, it has allowed us to maintain excellent results in achieving our project deadlines. We take great effort to carefully plan out all the meetings, work tasks and project milestones for a Project. We do this because it has greatly enhanced our ability to keep our projects moving forward with no surprises to our clients. We will work with the Geneva Park District to develop a Project Schedule that meets the goals and objectives of the Geneva Park District. To that end, we propose the below noted preliminary Project Schedule, which is subject to review and mutually acceptable to the Owner and Architect, as follows:

### Preliminary Project Schedule:

| <u>Task</u>                                       | <u>Duration</u>     | <u>Start / End Dates</u> |
|---|---------------------|--------------------------|
| Project Board Approval                            | (Notice to Proceed) |                          |
| Combined Schematic / Zoning Public Review Process | 2.5 Months          |                          |
| Design Development                                | 2.0 Months          |                          |
| Construction Documents                            | 3 Months            |                          |
| Issued For Bids and Permitting                    | 1.5 Months          |                          |
| Contract Award by Board                           |                     |                          |
| Start Construction                                |                     |                          |
| Complete Construction                             | 6-8 Months          |                          |
| Open to Public                                    |                     |                          |



## TOTAL PROFESSIONAL PROJECT SERVICE FEES

The compensation to the Architect by the Geneva Park District shall be paid on a fee basis, as described below, for the Scope of Services performed in accordance with the enclosed compensation breakdown. The Architect shall bill the District on a monthly basis for the percentage of services / work performed for the previous months' time. Time will be in accord with the enclosed Rate Table.

We are committed to the cost control and success of this Project, we respectfully propose our Professional Services fees as follows:

### Basic A & E Services Fee:

Basic Architectural & Engineering Services:

|  |             |
|--|-------------|
| Phase One -Fixed Lump Sum Fee – One Hundred Thirty Two Thousand Five Hundred | (\$132,500) |
| Phase Two – Fixed Lump Sum Fee – Two Hundred Three Thousand One Hundred      | (\$203,100) |
| Total Fee-   | (\$335,600) |

The aforementioned fixed fee is based on a \$4,320,000 total hard construction cost inclusive of Phase One and Phase Two assuming both phase are developed together for the Project along with the Project Understanding herein. Should the Project scope and the associated construction budget increase through the design process beyond the Project's hard construction cost of \$4,320,000 and the Geneva Park District approves the same, our Fee will increase at seven and one-half percent (7.5%) on that portion of the contract sum above \$4,320,000 and be added to the previously identified Fee listed below.

This potential adjustment will transpire at the completion of the Design Development Phase. If a project budget coverage has been validated at the conclusion of the Design Development Phase, the Park District shall provide additional project funding for the budget coverage or agree to adjust the overall project scope of work in line with the originally established project budget, in which is the basis of the Fixed Fee.

Public Participation Meetings, Civil Engineering, Low Voltage Design, Interior Design fees and Additional Weekly Site Visits have been excluded in the proposed fee at this time.

Our Basic A & E Services fees are broken down by the phases listed below:

|                              |      |
|------------------------------|------|
| Basic Services               |      |
| Schematic Design             | 20%  |
| Design Development Phase     | 15%  |
| Construction Documents Phase | 40%  |
| Bidding/Negotiations Phase   | 05%  |
| Construction Phase           | 20%  |
| Total                        | 100% |

Our base services work will be provided on a percentage of work completed basis from the rate table below. Any Additional Services authorized by the Owner and approved in writing will be provided on an hourly basis from the rate table below. Our Consultant's rate schedules vary for each Consultant, but they are generally comparable to our own rates enclosed herein.

### 2020/2021 Rate Table

|   |                |
|---|----------------|
| Principal II .....                        | \$ 243.00/Hour |
| Principal I .....                         | \$ 224.00/Hour |
| Associate Principal.....                  | \$ 206.00/Hour |
| Senior Associate/Senior Project Mgr. .... | \$ 202.00/Hour |



|                                    |                |
|------------------------------------|----------------|
| Associate / Project Manager .....  | \$ 184.00/Hour |
| Architect III .....                | \$ 163.00/Hour |
| Architect II .....                 | \$ 150.00/Hour |
| Architect I .....                  | \$ 135.00/Hour |
| Senior Project Coordinator II..... | \$ 163.00/Hour |
| Senior Project Coordinator I.....  | \$ 150.00/Hour |
| Project Coordinator IV.....        | \$ 123.00/Hour |
| Project Coordinator III .....      | \$ 112.00/Hour |
| Project Coordinator II .....       | \$ 95.00/Hour  |
| Project Coordinator I.....         | \$ 82.00/Hour  |
| Project Technician II.....         | \$ 64.00/Hour  |
| Project Technician I.....          | \$ 49.00/Hour  |
| Aquatic Engineer II.....           | \$ 194.00/Hour |
| Aquatic Engineer I.....            | \$ 148.00/Hour |
| Director of Marketing.....         | \$ 181.00/Hour |
| Marketing Coordinator .....        | \$ 131.00/Hour |
| Accounting .....                   | \$ 174.00/Hour |
| Secretarial .....                  | \$ 123.00/Hour |
| Clerical .....                     | \$ 87.00/Hour  |
| Director of Interior Design .....  | \$ 165.00/Hour |
| Interior Designer V .....          | \$ 129.00/Hour |
| Interior Designer IV .....         | \$ 108.00/Hour |
| Interior Designer III.....         | \$ 84.00/Hour  |
| Interior Designer II.....          | \$ 71.00/Hour  |
| Interior Designer I.....           | \$ 49.00/Hour  |

#### **REIMBURSABLE EXPENSES**

In addition to our professional services, we shall also invoice the client for our Project related Reimbursable Expenses at a 1.15 multiplier. Project related Reimbursable Expenses include such items as travel, vehicle mileage, tolls, printing, copies, photography, renderings / slides, phones & fax, postage / messenger / overnight courier, direct miscellaneous Project supplies, etc..

#### **CONTINGENT OPTIONAL ADDITIONAL SERVICES**

Professional services excluded from, or that noted within this LOP can be provided on an hourly, or mutually agreed upon fixed fee basis by the Owner and Architect in accordance with the rate table herein. Upon the Owner's request and approval of the same, with scope and fee as established and as mutually agreed upon between the Owner and Architect, we will document the Owner's desired Contingent Optional Additional Services.

#### **CLOSING**

Upon your review and approval, we shall prepare an AIA Owner and Architect Agreement.

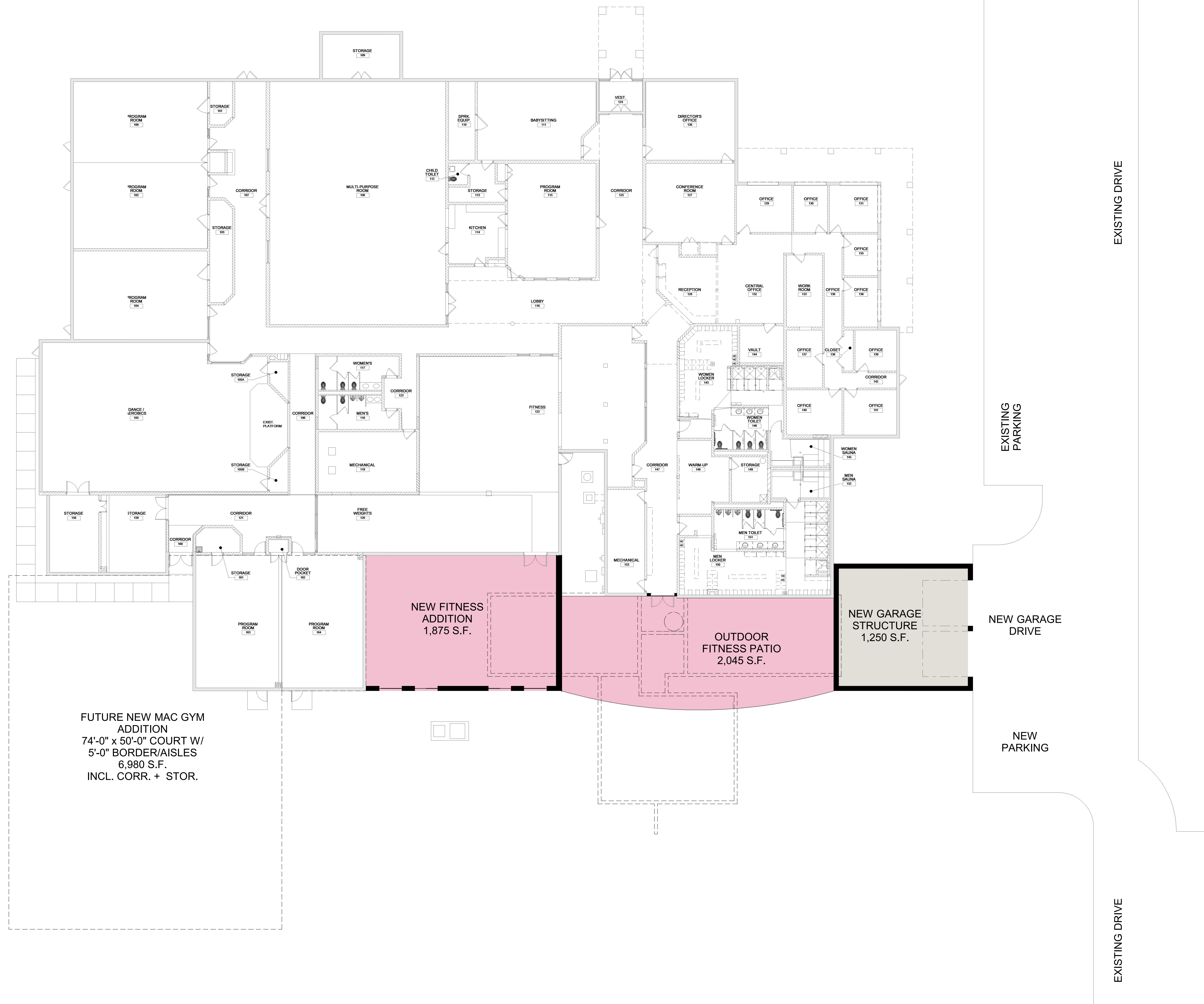
Thank you again for this wonderful opportunity to continue to provide our Professional Architectural Services to the Geneva Park District and the good people in which it serves. If you have any additional questions or comments, please do not hesitate to contact me at your earliest convenience.

Cordially,

Frank Parisi, AIA, NCARB, LEED AP, BD+C

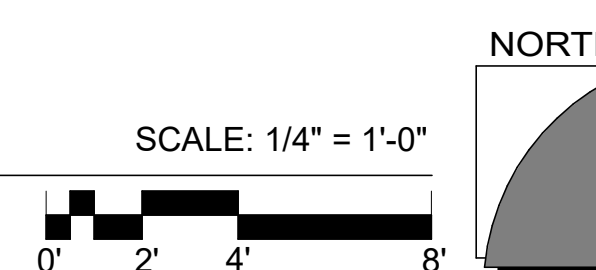
Vice President / Managing Principal

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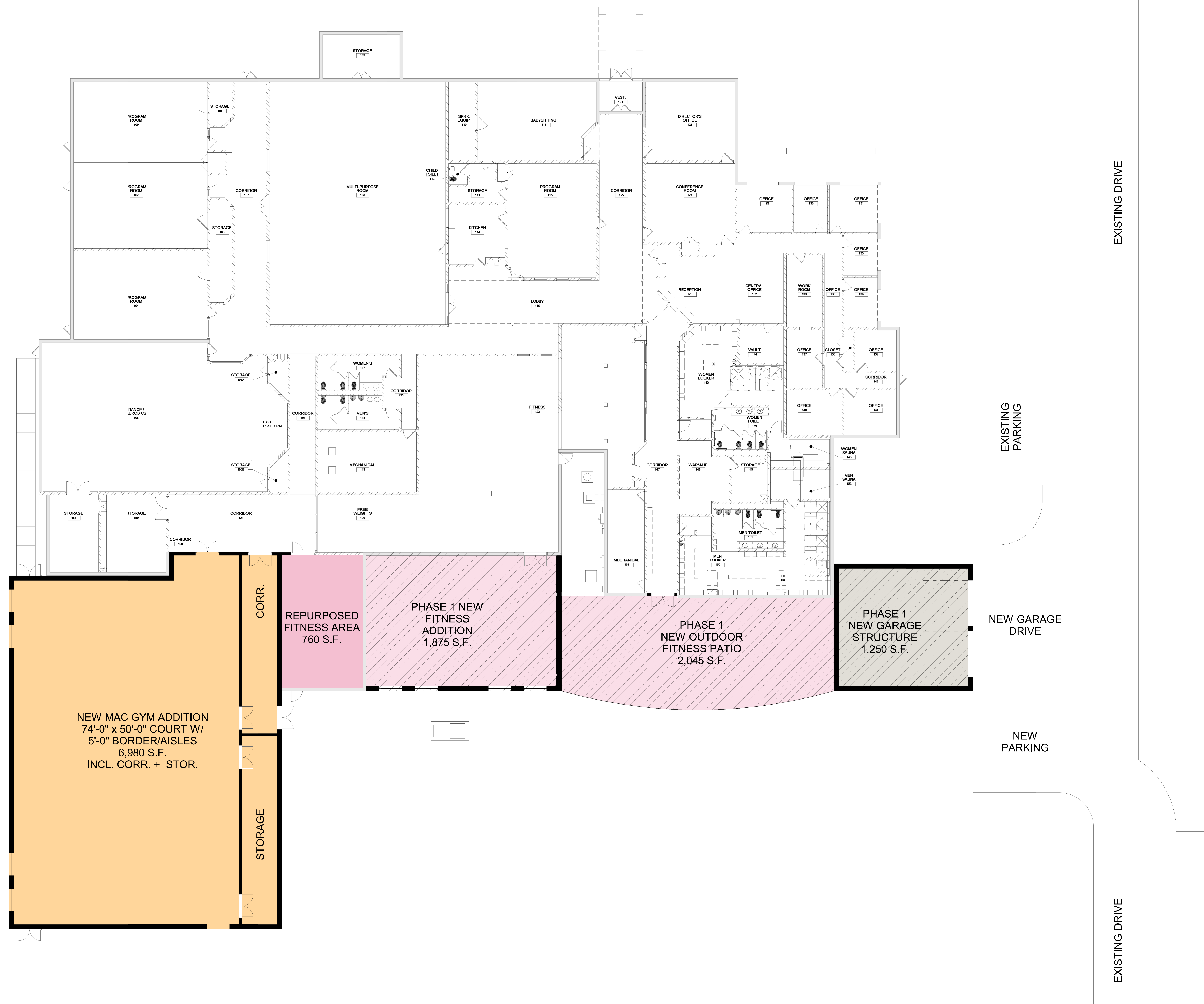
# GENEVA PARK DISTRICT SUNSET RECREATION CENTER EXPANSION

GROUND LEVEL FLOOR PLAN - OPTION 4A (PHASE 1)



2019-049  
02/17/2020

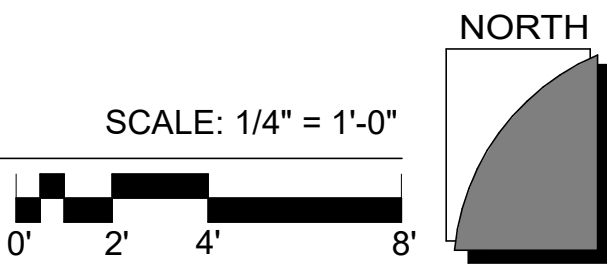




PHASE 2 TOTAL AREA:  
7,740

# GENEVA PARK DISTRICT SUNSET RECREATION CENTER EXPANSION

GROUND LEVEL FLOOR PLAN - OPTION 4B (PHASE 2)



March 15, 2021

TO: Geneva Park District Board of Commissioners

FROM: Personnel and Policy Committee (Susan VanderVeen and Bre Cullen)

RE: Salary and Wage Proposals

Enclosed for your review are materials for FY2021-22 salary and wage proposals. Open session minutes from the committee meeting are included in the board packet and closed session minutes are included in the executive session packet.

The committee was presented with a recommended average merit increase of 2.45% along with two professional salary adjustments, one of which was approved in the prior fiscal year, and two promotions.

Enclosed for your review are the following:

1. Memo to the Personnel and Policy Committee- **(Included in Executive Session Packet)**
2. Compensation Report and 2021 IPRA Compensation Survey- **(Included in Executive Session Packet)**
3. Proposed Organizational Chart- **(Included in Executive Session Packet)**
4. Survey of Comparable Park District 2021-22 Salary Increases
5. 2021-22 Proposed Full-Time Salary and Wage Ranges-**(Included in Executive Session Packet)**
6. 2021-22 Proposed Part-Time/Seasonal Salary and Wage Ranges-**(Included in Executive Session Packet)**
7. 2021-22 Proposed Full-Time Salary and Wage Recommendations- **(Included in Executive Session Packet)**

| <b>Agency</b>                          | <b>2021 Raise Pool</b> |
|--|------------------------|
| Addison Park District                  | 3.00%                  |
| Addison PD                             | 3.00%                  |
| Bensenville Park District              | TBD                    |
| Buffalo Grove PD                       | 3.00%                  |
| Butterfield Park District              |                        |
| Carol Stream PD                        | 3.00%                  |
| Crystal Lake PD                        | 3.00%                  |
| City of Geneva                         | 2.25%                  |
| Darien PD                              | 3.00%                  |
| Des Plaines PD                         | 2.00%                  |
| Downers Grove PD                       | 3.00%                  |
| Dundee Township PD                     | 3.00%                  |
| DuPage County Forest Preserve District | 2.00%                  |
| Fox Valley SRA - FVSRA                 |                        |
| Glendale Heights, Village of           |                        |
| Gurnee PD                              | 3.00%                  |
| Itasca Park District                   | 3.00%                  |
| Itasca PD                              | 3.00%                  |
| Kishwaukee SRA - KISHSRA               | 3.00%                  |
| Lincolnway - LWSRA                     | 3.00%                  |
| Lisle PD                               | 3.00%                  |
| Lombard Park District                  | 3.00%                  |
| Lombard PD                             | 3.00%                  |
| Main Niles SRA - MNSRA                 | 2.00%                  |
| McHenry County Conservation District   | 2.00%                  |

|  |       |
|--|-------|
| Medinah Park District  | 2.30% |
| Mundelein PD   | 3.00% |
| North Suburban SRA - NSSRA                                       | 0.00% |
| Northern Illinois SRA - NISRA                                    | 3.00% |
| NorthWest SRA - NWSRA  | 2.00% |
| Oakbrook Terrace Park District                                   | 0.00% |
| Oswego Land PD   | 3.00% |
| Park Ridge PD  | 3.00% |
| Rockford PD  | 2.50% |
| Rolling Meadows PD   | 3.00% |
| Roselle PD   | 2.75% |
| Schiller Park, Village of  | 0.00% |
| Skokie PD  | 3.00% |
| South Suburban SRA - SSSRA                                       | 2.50% |
| Southeast Association for Special Parks and Recreation - SEASPAR | 3.00% |
| SouthWest SRA - SWSRA  |       |
| SRA of Central Lake County - SRACLC                              | 2.50% |
| St. Charles PD   | 3.00% |
| Vernon Hills PD  | 3.00% |
| Villa Park, Village of   |       |
| Warrenville PD   | 3.00% |
| West Chicago PD  | 3.00% |
| West Suburban SRA - WSSRA  |       |
| Western DuPage SRA - WDSRA                                       |       |
| Wheeling PD  | 3.00% |
| Wood Dale Park District  | 2.75% |

|              |       |
|--------------|-------|
| Wood Dale PD | 2.75% |
|              |       |