

DIXON PUBLIC SCHOOLS #170
“A Place to Grow”

NON-UNION EDUCATIONAL SUPPORT PERSONNEL HANDBOOK

Employees of the school District who are not required to have teaching certificates are categorized as educational support personnel.

Included in the non-union educational support personnel category are secretaries, bookkeepers, custodians, maintenance employees, cafeteria supervisors, clerical assistants, health assistants, crossing guards, support personnel supervisors, summer workers, and all other employees not included in a collective bargaining unit.

I. WELCOME

Welcome to Dixon Public Schools District No. 170, Lee and Ogle Counties, Illinois. The Board of Education expects that you will make every effort to work together with the rest of the District’s employees for the benefit of students. Regardless of your previous work experience, a new job and a new employer require certain adjustments. This handbook was developed in hopes of making these adjustments easier for you. A good faith effort has been made to provide as much information as possible. Between this handbook and the Board Policy Manual most of your questions should be answered. The Board Policy Manual can be found on our website by clicking on “Menu”, then “District”, then Board of Education. Policies can be changed at any time for any reason. Every effort will be made to notify employees of these changes.

If you have other questions about your responsibilities, please contact your immediate supervisor.

II. GENERAL INTRODUCTION

Dixon Public School District No. 170 is a large, highly visible local employer. The District is large, in business terms, because of the millions of tax dollars it expends annually for personnel, educational programs, buildings, transportation and other related items. The District is highly visible due to the thousands of community members directly involved in District programs as Board of Education members, as employees, as students, as family members of students, and as volunteers. You, as an employee of the District, have a great opportunity to foster a positive impression for the District. You can have an impact on how the public views its schools. You are encouraged to conduct yourself in such a manner that your actions and speech do not interfere with other District employees as they carry out their responsibilities. You are encouraged to use the appropriate channels available within the District to make suggestions for improving the ways the District delivers services to the community.

The contents of this handbook are intended to provide you with information about School District policies and operating procedures that affect you. You are responsible for reading and understanding this manual. If questions remain after reviewing the booklets’ contents, please contact your immediate supervisor.

The “Non-Union Educational Support Personnel Handbook” is not intended and shall not be deemed to be a contract for employment. Any provision herein may be changed by the District at any time, with or without notice, at the District’s sole and absolute discretion. Nothing in this Handbook will be deemed to create an employment relationship that is other than one “at will.”

Note: We use the term “fiscal year” throughout this policy, “fiscal year” means the period commencing July 1 and ending June 30.

III. HIRING PROCESS

(For more information see Board Policy 5:30)

A. Civil Rights Compliance

The school District is an equal opportunity employer.

The Board of Education shall not discriminate in employment on the basis of race, color, creed, religion, national origin, sex, sexual orientation, age, ancestry, marital status, arrest record, military status, order of protection status, unfavorable military discharge, family responsibilities, citizenship status (provided the individual is authorized to work in the US), use of lawful products while not at work, being a victim of domestic or sexual violence, genetic information, physical or mental handicap or disability (if otherwise able to perform the essential functions of the job with reasonable accommodations), pregnancy, childbirth, or related medical conditions; credit history, unless a satisfactory credit history is an established bona fide occupational requirement of a particular position, or other legally protected categories. No one will be penalized solely for his or her status as a registered qualifying patient or a registered designated caregiver for purposes of the Compassionate Use of Medical Cannabis Pilot Program Act, 410 ILCS 130/.For additional information, please refer to Board Policy 2:260.

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B. Job Descriptions

All support staff work positions have an accompanying written job description that provides information about the specific employment position. This information identifies:

- a. Job title
- b. Job qualifications
- c. Who the employee reports to
- d. Who the employee supervises
- e. Statement of purpose
- f. Performance responsibilities
- g. Terms of employment
- h. Who evaluates the worker and when

Educational support employees should familiarize themselves with the job description appropriate to their employment position. The employee's immediate supervisor may be asked to furnish the employee with his or her job description.

C. Vacancy Procedures

When a non-union support personnel vacancy exists, the following procedures will be used in filling that vacancy:

1. Vacancies shall be posted in each building in a visible area; emailed to "all" staff members; and may also be posted to the District's website and/or advertised outside the District.
2. Vacancy postings shall include the duties and qualifications of the job, information required to comply with the Wage Transparency Act requirements, and the procedure for applying.
3. The qualified applicant may be interviewed by the staff member or supervisor under whom the applicant will work. This interviewer's recommendation will be important in the selection process.
4. The applicant's references will be checked.
5. The Illinois School Code, 105 ILCS 5/24-5, Physical fitness and professional growth (as amended July 28, 2005):

"School boards shall require of new employees evidence of physical fitness to perform duties assigned and freedom from communicable disease, including tuberculosis. Such evidence shall consist of a physical examination and a tuberculin skin test and, if appropriate, an x-ray, made by a physician licensed in Illinois or any other state to practice medicine and surgery in all its branches, an advanced practice nurse who has a written collaborative agreement with a collaborating physician that authorizes the advanced practice nurse to perform health examinations, or a physician assistant who has been delegated the authority to perform health examinations by his or her supervising physician not more than 90 days preceding time of presentation to the board and cost of such examination shall rest with the employee. The board may from time to time require an examination of any employee by a physician licensed in Illinois to practice medicine and surgery in all its branches, an advanced practice nurse who has a written collaborative agreement with a collaborating physician that authorizes the advanced practice nurse to perform health examinations, or a physician assistant who has been delegated the authority to perform health examinations by his or her supervising physician and shall pay the expenses thereof from school funds.

6. All new employees will be required to get a fingerprint background check, paid for by the District.

D. Selection

All selections for jobs are made on the basis of individual qualifications and employment history of the applicant. Qualifications may vary according to the job classification. The District prefers not to place persons in positions where they are supervised by an immediate family member. Promotions are based upon qualifications and past performance.

The Superintendent will recommend candidates for positions in the schools to the Board of Education.

E. Notice of Assignment

The Superintendent shall assign all employees to the various work sites in the District.

F. Employment Classification

Employees will be classified as full-time, part-time, or temporary employees as appropriate.

A full-time employee is a classified employee who works thirty (30) hours or more per week on at least a nine (9) month or more scheduled basis.

A part-time employee is scheduled to work for fewer than thirty (30) hours per week throughout the school year.

A temporary employee is one who is employed for a nonpermanent duration of less than three months, usually – although not always – on a substitute basis.

IV. INSURANCE AND COMPENSATION

The Board of Education selects the compensation and insurance plans.

A. Insurances

The school District provides each full-time employee and his/her family with [access to](#) comprehensive major medical insurance coverage; *premiums will be established annually*. A document titled “Dixon Unit School District No. 170 Employee Benefit Booklet” describes insurance coverage details. The booklet is available to each employee when employment forms are completed. Replacement copies of this booklet can be found on the District’s website. Answers to insurance questions can be obtained from the Human Resources office.

The District shall provide a life insurance and accidental death and dismemberment plan of \$20,000 for all full-time classified personnel. Additional life insurance for the employee, their spouse or partner, and dependent children may be purchased at the employees' expense.

The Board will offer an optical and dental insurance program to the employees at the employees' expense.

The FLEX 125 Plan is available for full-time classified employees. Enrollment takes place in November for an effective date of January 1st.

B. Compensation/Payroll information

The Board will determine salary and wages for educational support personnel. Increments are dependent on evidence of continuing satisfactory performance.

Pay Schedule

The school District issues payroll checks through the business office on the 15th and the last working day of the month. If these dates fall on a weekend or a holiday, paychecks will be issued the business day prior to this date. The District offers Direct Deposit for employee's wages to be directly deposited rather than be issued a paycheck. The employee receives a voucher showing their wage and deduction information.

Deductions

Non-certified employees' gross wages may be reduced by the following deductions: social security, insurance premiums, and, if the employee qualifies, an additional percentage for Illinois Municipal Retirement Fund. These withholdings are shown on information that accompanies each paycheck. Other deductions that may be taken from an employee's gross wages, if the employee so designates, could include United Way or 403b contributions.

Time Clock

Hourly support personnel will be required to clock in and out in the building that they are assigned. The employee's immediate supervisor must approve their time before it is sent to the business office.

Overtime

If entitled to overtime pay under federal and state law, employees shall be paid one and one-half (1 1/2) times their regular straight time hourly rate of pay for all authorized hours in the same classification of work in excess of forty (40) worked hours in a workweek. Overtime must be authorized by the Superintendent or his or her designee in writing. Paid time off for sick leave or other paid leaves shall not be counted as time worked in computing the forty (40) hours per week requirement.

Rate Increases Following Entry Placement

An employee who starts work at any time between the start of a school year and January 31 will receive his or her first annual hourly rate increase at the start of the next school year. An employee who starts work after January 31 in any school year will receive his or her first annual hourly rate increase at the start of the second school year after his or her start date.

C. Illinois Municipal Retirement Fund (IMRF)

The Illinois Municipal Retirement Fund provides employees of local governments and school Districts with a system for the payment of retirement annuities, disability and death benefits. These benefits are in addition to those provided by Social Security. You are considered an “IMRF Participating Member” if your job requires 600 or more hours in a year. As an “IMRF Participating Member” you pay a percentage of your earnings to IMRF. This amount is automatically deducted from your check per pay period. The school District also makes a contribution to IMRF on your behalf. The District allows eligible employees to convert eligible accumulated sick leave to service credit upon an employee’s retirement. Questions on IMRF can be asked of school business office personnel.

V. WORKING CONDITIONS

A. Work year/work hours

The work year and work hours for all employees are specified on the individual employment statement to each employee when first employed and on an annual basis thereafter. Upon approval of the administrative supervisor, and concurrence of the Superintendent, the traditional starting time/lunch hour schedule(s) of positions may be adjusted.

B. Substitutes

Substitutes shall work the same number of hours as the employee they are replacing, and shall receive pay for only the actual hours worked.

C. Breaks

Hourly employees, who are expected to work more than 5.5 hours a day, must be given an opportunity for a 30-minute lunch break. The lunch break is unpaid and lunch times will be established with your direct supervisor. All employees are permitted a 15-minute paid break for each four-hour work period. Breaks are not permitted at either the beginning or end of the workday to offset arrival and departure times. Your breaks should be taken in consultation with your direct supervisor.

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D. Workdays

Workdays for office employees include all weekdays except those designated as holidays in the annual school calendar. All twelve (12) month clerical, as

well as all custodial and maintenance staff, are expected to work normal schedules on days designated as Teachers' Institutes.

E. Emergency Days

When classes are cancelled, 12-month **hourly** employees (those who clock in and out) have the option of reporting to work or not reporting to work. To be paid for the day, the employee must work the day, or use a personal or vacation day. Employees who work less than 12 months, the day will be made up later in the school year. The 12-month hourly employee must notify their immediate supervisor if they choose not to work and take a personal or vacation day.

F. Extra Duty Pay

Employees performing event-related duties shall be paid an hourly event-related wage established for the current school year. However, if an event-related duty causes the employee to work more than forty (40) hours in that week, he/she shall be paid one and one-half (1.5) times the event-related duty amount or one and one-half (1.5) times his/her hourly rate, whichever is more, for time worked in excess of forty (40) hours.

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VI. EVALUATIONS AND DISCIPLINE

A. Evaluation Procedures

Each employee will be evaluated annually, in a process that will be explained by building administrators to employees by October 1 of the evaluation year and using forms that are consistent for individuals performing essentially the same job. Evaluations will be completed and discussed with employees by May 25 of the evaluation year. While the immediate supervisor will be the primary source for evaluative recommendations on the evaluation form, a building administrator will complete the final evaluation form after receiving input from the immediate supervisor, if applicable, and will hold an evaluative conference with the employee at the end of the year.

The evaluation will generally cover such matters as (1) specific work assignment; (2) behavior-toward children; (3) behavior toward public education; (4) attitude toward supervisor, teachers, and fellow employees; and (5) work habits.

B. Discipline/Discharge

It is the policy of Dixon Public Schools to formulate, promulgate, and enforce those policies, rules, and regulations that are essential to the safe and efficient conduct of the District's operations. This policy is intended to ensure fair and

consistent disciplinary actions through prompt, thorough, objective investigation of all infractions, and apply discipline in a manner consistent with the offense.

If an employee's conduct does not conform with the philosophy of the District, disciplinary action may take the form of a verbal warning, a written warning, demotion to duties of less responsibility, temporary suspension without pay, or discharge from employment.

Reasons for suspension or discharge may include, but are not limited to:

1. Insubordination
2. Dishonesty
3. Possession, consumption or delivery of alcoholic beverages on school property
4. Possession, use (except by physician's prescription) or delivery of behavior affecting drugs, or controlled substance on or off school property
5. Actions dangerous to other employees and/or students
6. Unauthorized absence
7. Conviction of a criminal act
8. Disorderly or immoral conduct
9. Incompetence or inefficiency
10. Neglect of duty
11. Negligence or willful damage to public property or waste of public supplies and equipment
12. Violation of District policy
13. Violation of employment agreement
14. Failure to adequately perform job.

VII. LEAVES OF ABSENCE

A. Sick Leave

Each employee who works a full school year shall receive a total of fifteen (15) sick leave days with full pay for the school year. Part-time employees shall receive ten (10) sick leave days. Days can be used in half or full day increments.

If an employee does not serve a full term of a yearly contract, such leave shall be prorated in proportion to the time.

Dixon School District 170 allows an accumulation of up to 240 days of unused sick leave for non-union employees.

Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family or household, or birth, adoption, or placement for adoption as set forth in Section 5/24-6 of the *School Code*, 105 ILCS 5/24-6. Members of the "immediate family or household" shall include parents, spouse, siblings, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians and, in cases of death,

daughters-in-laws, sons-in-law, uncles, aunts, nephews, nieces, and step-children. Sick leave may be used only in half day or full day increments.

The Board may require a certificate from a physician licensed in Illinois to practice medicine and surgery in all its branches, an advanced practice nurse who has a written collaborative agreement with a collaborating physician that authorizes the advanced practice nurse to perform health examinations, or a physician assistant who has been delegated the authority to perform health examinations by his or her supervising physician, or if the treatment is by prayer or spiritual means, that of a spiritual adviser or practitioner of such person's faith, as a basis for pay during leave after an absence of three (3) days for personal illness, or as it may deem necessary in other cases. If the Board does require a certificate as a basis for pay during leave of less than three (3) days, the school board shall pay, from school funds, the expenses incurred by the employee in obtaining the certificate.

Attendance Incentive- At the end of each school year, every employee who has used no more than two (2) sick leave days will receive one extra day added to the next year's sick leave allotment for a total of sixteen (16) days.

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- A.1- With Superintendent approval, up to two (2) sick days can be used as two (2) additional personal days within a given school year. Such personal leave days shall be used in accordance with **Section C-Personal Leave** listed below.

B. Sick Leave Bank

The Board shall establish a Sick Leave Bank for the educational support personnel of the District to be used solely for an employee's own personal illness. The Board agrees to add two hundred-forty (240) days each year to the Sick Leave Bank.

Any educational support personnel employed in the District shall be entitled to draw sick leave days from the Bank for his/her own personal illness, provided the employee has used all his/her accumulated sick leave days and has been absent from school for at least thirty (30) school days for the same illness. The maximum number of any days that can be granted to an employee is one hundred (100) days per illness. In no case will the granting of leave from the Bank cause a member to receive more than his or her annual salary. Sick Leave may not be granted for the period of disability when monies are paid to the employee under the Worker's Compensation Law. Time spent on such sick leave days shall be considered as continuous service.

A Sick Leave Committee will be established to act as the governing body for the administration of the sick leave bank. The Committee shall consist of two (2) employees named by the Association, and an administrator named by the Board, and may consist of two (2) additional educational support personnel.

The Sick Leave Bank Committee shall have the responsibility of reviewing member applications, initially verifying the validity of applications, recommending approval or denial of the applications, and communicating its

recommendation to the employee and the Superintendent's office. The Committee shall also maintain the records of all applications and use of the Sick Leave Bank. The Committee shall develop rules of procedure for administration of the Sick Leave Bank and annually review the guidelines.

The Superintendent shall have the responsibility to maintain records of the status of the bank to verify information regarding the personal illness of the employee and to make the final decision on the application. The Superintendent shall report the status of the Sick Leave Bank and any decision upon the request of the Committee. The Superintendent shall provide to the Committee, upon its request, any data the District has maintained in its file with regard to the usage of the Sick Leave Bank.

Application for use of the bank shall be submitted in writing to the Sick Leave Bank Committee. The application must be accompanied by a physician's statement confirming the application. If an application is for other than consecutive days of illness, a separate application including a physician's statement should be submitted for each separate period of illness. If a member does not use all of the days granted, the unused days will be returned to the bank.

All requests to draw upon the Sick Leave Bank must be made in writing and submitted along with a physician's report to the Superintendent's Office at least thirty (30) calendar days prior to the employee's anticipated use of the Bank. (Note: In extreme and unusual cases, exceptions may be approved.) Granting of leave shall be made in units of no more than thirty (30) consecutive days. After a member has drawn and used thirty (30) consecutive sick days the member may apply for more days and shall be required to have a physician's report.

A member submitting an application may be required to undergo a medical review by a physician. The physician's report is to be sent directly to the Superintendent before he or she may approve the member's application for an additional grant from the Sick Leave Bank.

The existence of the Sick Leave Bank does not negate or eliminate any other sick leave policies of District #170 nor does it in any way negate a member's right to other sick leave benefits included in this Agreement.

C. Personal Leave

An employee will receive two (2) days of personal leave per year. Days can be used in half or full day increments. Such personal leave shall be used only for urgent business or family matters that require the employee's presence during the school day and are of such a nature that they cannot be transacted at another time, such as on the weekend, after work hours or during vacation periods. Personal leave days of employees working fewer than five days a week shall be prorated. Notification of such leave shall be submitted to the Superintendent of schools at least two (2) calendar days in advance of the absence except in cases

of emergency when the explanation may be submitted after the absence. The day immediately preceding or immediately following (i) a legal holiday or (ii) as school vacation period, or the first and last day of each semester, shall not be recognized as a personal leave day, except in cases of emergency or extenuating circumstances of a personal nature which the Superintendent determines to be legitimate and requires such absence. Unused personal days shall accumulate as unused sick days at the end of each school year.

D. Unpaid Leave/Extended Leave

Requesting Unpaid Leave

If an unpaid extended sick leave or a unpaid personal leave (an “Unpaid Leave”) is desired, the employee shall arrange for a meeting with the building principal, the Superintendent or his/her designee. The purpose of the conference will be to determine a reasonable period of leave, and said leave request must then be submitted to the Board of Education for its approval. Any request for an Unpaid Leave based upon personal medical reasons shall be accompanied by a physician’s statement indicating a medical disability.

District Consideration of Unpaid Leave Request

The District may in its sole discretion grant, deny, or extend any Unpaid Leave under any conditions deemed appropriate. The granting, denying, or extension of any Unpaid Leave shall not be precedential with respect to any other request for Unpaid Leave by an employee, and the District’s decision shall not be subject to the grievance process.

Plan for Unpaid Leave

After consultation with the employee, the Superintendent or his designee shall prepare a plan for the commencement and termination of any Unpaid Leave recommended for approval, taking into consideration maintenance of continuity and quality of the related District programs or needs of the District as a primary criteria, duration of the leave requested, availability of qualified substitutes, and other pertinent factors related to the request. Such leaves shall commence upon 1) the date agreed upon by the Superintendent or designee and the employee, 2) in cases of anticipated disability, no later than 30 (thirty) calendar days prior to the anticipated date of disability, or 3) the actual date of disability, whichever shall occur first.

E. Military Leave

The District shall grant leaves of absences for military service in accordance with applicable state and federal laws.

F. Jury Duty

When jury duty causes a loss of work time, the employee shall receive his/her regular salary and the employee shall transfer to the District all compensation received for jury duty, excluding any payments for travel or meals. When jury

duty does not conflict with the regularly scheduled work hours of the employee, then the employee shall retain any compensation received for jury duty.

G. Worker's Compensation

Every employee is covered by Worker's Compensation Insurance for injuries sustained on the job. An employee who is injured must report the injury to his/her immediate supervisor at once and their supervisor or building nurse needs to complete the "Employee's Accident and Injury Investigation" form (available from immediate supervisor or the HR Coordinator). If the employee visits a doctor or the hospital for treatment of the injury, he/she must complete the "Authorization for Medical Records and Reports, and On the Job Injury Referral" forms (please include name and address of Doctor.)

Absence due to a work-connected injury shall not be deducted from the employee's sick leave for the first thirty (30) working days following such injury. Payment during said thirty (30) working days shall be based upon full salary less a credit to the District for any payments received by the employee for income benefits under the Illinois Worker's Compensation Act. If an employee is absent longer than said thirty (30) day period, the employee may use one-third (1/3) of a sick leave day for each day the employee is absent in order to obtain the employee's regular full salary.

H. Vacations

Beginning with the 2019-2020 school year, the following will apply to all 12-month employees hired during or after the 2017-2018 school year:

A 12-month employee is eligible for 10 days of vacation after completing one year of employment. The days will be applied on the one-year anniversary of the hire date. Example – 10 vacation days will be awarded on October 1, 2020 for an employee who is hired on October 1, 2019.

On the hire date anniversary, 10 vacation days will be awarded each of the first (5) five years of employment. On the (6th) sixth year of continuous employment, and each year thereafter, one additional vacation day will be awarded to a maximum of 20 days.

After the first six months of employment, a 12-month employee may request to use (5) five vacation days and the remaining (5) five days will be awarded on the anniversary hire date.

Part-time employees (who work 20 or less hours a week) do not earn vacation on a prorated basis.

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Vacation is to be taken in the fifteen (15) calendar months following the year in which it is earned, but at a time during that period which does not require a substitute.

Vacation time must be forfeited at the end of the fifteen (15) calendar month period following the period in which it is earned. Vacation time may not be carried over, without the consent of the Superintendent.

A person whose employment is terminated after a minimum of twelve (12) consecutive calendar months will be paid for unused vacation time earned during that time period.

Approval for all vacation must be secured from the Superintendent, or his/her designee, using the District form for vacation request.

I. Holidays

Holidays observed by the District are listed on the annual school calendar approved by the Board of Education. In August of 2021, the Board approved payment of six holidays to Non-Union Non-Certified 12-month employees.

The non-12 month employees will get paid for 4 or 5 holidays, depending upon when their work calendar ends. Paid holidays for 12-monthers are the 4th of July, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, and Memorial Day. Non-12 month employees will not get paid for the 4th of July and Memorial Day unless their work calendar goes beyond Memorial Day.

These holidays will be paid yearly in one lump sum on the June 15th payroll. The 12-month staff member must be employed with the District at the time of the payment to received the incentive. Staff members who are hired during the school year will received holiday pay based on whether the staff member was employed at that time the holiday occurred.

J. Family Medical Leave Act (FMLA)

Family Medical Leave may be available as provided in the District's Family and Medical Leave Act policy. Please see Board Policy 5:185.

K. Victims' Economic Security & Safety Act (VESSA)

Employees, family or household members are eligible for this leave under the District's policy. Please see Board Policy 5:330.

L. Time Off for Voting

The District recognizes that voting is a right and privilege of being a citizen of the United States and encourages employees to exercise their right to vote. In almost all cases, employees will have sufficient time outside working hours to vote. If for any reason an employee thinks they do not have sufficient time

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outside of working hours to vote, they should contact their supervisor to discuss scheduling accommodations.

VIII. WORK ASSIGNMENT CHANGES

A. Promotions

The District considers it important that employees be afforded consideration toward promotion as opportunities for promotion become available in areas in which the employee may be qualified. Final decisions on promotion are made by the Board, based on recommendations of administration.

B. Transfers

Transfer opportunities should first be discussed by an employee with his/her current supervisor after a position vacancy has been posted. Any official transfer request must be in writing and must state the reason for the requested transfer. Once the immediate supervisor has been notified, the employee should fill out the formal application papers for the position and submit the same to the appropriate supervisor. In general, transfers will be approved by the Superintendent.

C. Employment At-Will

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

Exceptions to employment at-will may include employees who have an employment contract. The Superintendent is authorized to make exceptions to employing non-certificated employees at-will but shall maintain a record of positions or employees who are not at-will and the reason for the exception.

VIX. INSURANCE COVERAGE CONTINUATION

A. Retirement

Dixon School District employees taking retirement may retain the health and/or life insurance coverage of the District's group insurance program up to age sixty-five (65). In order to be eligible to continue these coverages, an employee must meet both of the following qualifications:

1. Be at least fifty-five (55) years of age at the time of retirement [and eligible to begin receiving a pension annuity from IMRF.](#) .

2. Have completed at least three (3) full years of consecutive full-time employment in the school District immediately prior to taking retirement (the definition of a full year of work shall be that an employee has fulfilled terms of a contract issued for work required between July 1 and June 30 of a fiscal year). Full-time equivalent status requires that the employee work more than twenty (20) hours a week.

The employee will be covered with the group insurance through June of the year the employee retires, if the retirement is effective the last day of the school year. If board approval is secured for a retirement occurring during the year, coverage by the District's group insurance will continue through the last day of the month during which the retirement becomes effective.

Retirees choosing to retain insurance coverage must pay the total premium due for such coverage. The premium(s) must be paid to the District one week in advance of the month for which the insurance payment is due. The retiree must assume responsibility for paying the initial premium(s) during the month when the retirement becomes effective. The District offers retirees the option to have their retiree insurance monthly premium to be automatically deducted from their checking or savings account.

Failure to comply with this requirement shall mean that the employee has forfeited his/her right to continue the school District insurance coverage at his/her expense.

The request to continue carrying the District insurance must be made in writing and sent to the Human Resource's office prior to the date the first premium is due. The Board retains the right to amend or revoke this policy at any time.

The retiree may carry this insurance under these conditions until age 65, at which time, the right to elect coverage terminates. His/her dependent coverage also terminates, subject to COBRA* eligibility. At that time, the retiree is eligible for Medicare coverage and should file an application for benefits through the Social Security office. Dependent coverage terminates when a dependent achieves the age of 65 even through the insured retiree's coverage is still in effect.

A.1 Retirement Incentive

In August of 2022, the Board agreed to add a retirement incentive to IMRF Employees.

If a non-certified non-DESPA employee meets all the IMRF eligibility requirements contained in item 1, they shall be paid a retirement incentive benefit in accordance with item 2.

1. Requirements for Eligibility:
 - a. Tier 1 IMRF employees - you must have at least 8 years of service credit (can include reciprocal service).

Tier 2 IMRF employees (who began participation in IMRF on or after Jan. 1, 2011) you must have at least 10 years of service credit (can include reciprocal service).

- b. The employee must submit an irrevocable letter of retirement to the Superintendent by March 1st to begin receiving benefits under this program in the following school year; for example by March 1, 2025 to begin receiving benefits in 2025-2026, and by March 1, 2026 to begin receiving benefits in 2026-2027.

With the submission letter of retirement, the employee shall schedule a time to meet with the Superintendent and HR Coordinator to verify the years of IMRF service credit. Once all the paperwork is completed and in place, the retirement request will be acted upon by the Board at the next regular Board meeting.

- c. Tier 1 - The employee must be at least age 55.
Tier 2 - The employee must be at least age 62.
- d. The employee is responsible for working the days and hours as defined by their annual work calendar. Any extra duties or extra hours must be approved by the employee's direct supervisor and/or the Superintendent.
- e. The employee cannot be receiving any other retirement benefit from IMRF.

2. Retirement Incentive Benefits

- a. In each year that benefits are received under this program, the employee shall not be paid in accordance with any salary increases offered by the Board, in exchange, shall receive an increase as follows:

Year 1: 4%; Year 2: 4%; Year 3: 5%; and Year 4: 5%.

- b. A non-certified non-DESPA employee under this retirement program will not be able to earn more than six percent (6%) of their previous year's salary regardless of assignment or extra duties.

To the extent that the retirement benefits described under this section shall cause the Board to pay additional penalties to IMRF, the Board shall have the right to reduce the payment of such benefits so that the Board will not incur such penalties.

B. Resignation

All employees who have completed their six-month probationary period are expected to give a two-week notice before voluntarily terminating their employment.

Dixon Public Schools will consider you to have voluntarily terminated your employment if you do any of the following: resign, fail to return from an

approved leave of absence on the date specified by Dixon Public Schools, or fail to report to work or call in three or more consecutive workdays.

If board approval is secured for a resignation, coverage by the District's group health insurance will continue through the last day of the month during which the resignation becomes effective. The employee may continue their health insurance, subject to COBRA* eligibility.

C. Reduction in Support Positions in District

The employee who has worked the full employment year and is dismissed because of reduction of position will have his/her health/life insurance coverage paid by the Board of Education through August 31 following termination or the first day of the ensuing school year whichever comes first.

Commented [TZ1]: How would you treat a possible mid-year RIF? If RIF'd in January do they get insurance paid for through 8/31?

D. *COBRA (Consolidated Omnibus Budget Reconciliation Act)

Continuing group health coverage shall be offered to all covered employees and their beneficiaries as required by the Consolidated Omnibus Budget Reconciliation Act (COBRA), who would otherwise lose such coverage because of any of the following events:

1. Termination of a covered employee's employment for reasons other than gross misconduct or reduction in a covered employee's hours of employment;
2. Death of a covered employee;
3. Divorce or legal separation of the covered employee;
4. Cessation of a dependent child's status as a dependent under the plan;
5. Coverage by a covered employee under Medicare.

Under COBRA, a covered employee can elect to continue such coverage for up to 18 months. A widow, spouse or child can elect to continue such coverage for up to 36 months under any of the other applicable events.

COBRA rates are established annually and COBRA election information will be sent to the employee by the District's Third Party Administrator.

X. PERSONNEL RECORDS

A. Personnel File Access

Each employee shall have the right, upon request, to review the contents of his/her own personnel file and any policy documents applicable to discipline that was imposed, except for any credentials from the hiring process or any other employment recommendations. No part of such file may be removed, destroyed, or copied without permission of the Superintendent. Such review shall be conducted in the presence of a designated District employee during normal business hours.

Materials derogatory to an employee's conduct, service, character or personality, which are placed in an employee's personnel file, should consist of contemporaneous recording of such observations. Copies of any such material placed in the employee's personnel file will promptly be provided to the employee within two school attendance days. Each employee shall have the right to place in his/her personnel file letters or statements of rebuttal in response to derogatory material. Employees also shall have the right to place unsolicited positive or complimentary documents (letters or notes from parents, administrators, Board members, etc.) in this personnel file.

XI. EMPLOYEE CONCERNS

Grievances, complaints and other communications from employees regarding matters relating to their work or working conditions shall first be taken to the immediate supervisor. If satisfaction is not obtained, the next level of communication would be with the principal, Asst. Superintendent, and if necessary then the Superintendent. Such grievances, complaints and/or appeals must be in writing and must be signed. Please see Board policy 2:260 – Uniform Grievance Procedure.

XII. MISCELLANEOUS

A. Acceptance of Gifts

Board policy prohibits staff members from accepting gifts, services, meals, gratuities from individuals or organizations seeking to influence the staff member or the school District. Those items classified as advertising giveaways (pens, pencils, calendars) with a maximum value of \$10.00 are not prohibited by this restriction.

B. In-service Training

Absences to attend meetings, conventions, conferences, or workshops, at the local, state or national associations which serve to advance the welfare of the District through an up-grading and strengthening of the support services may be granted by the Superintendent of schools without loss of pay to the employee.

C. School Property

All supply and equipment items purchased with school District funds are intended for school District use. No employee is to make personal use of any school District property unless said use is approved by the building principal or appropriate administrator.

A "Request/Agreement for Use of School Facilities", a "Facility Rental Information Sheet", and a Certificate of Liability Insurance must be on file at the District Office for any Board approved local group or organization requesting to use District facilities when providing healthful activities.

Safety and Security

The District supports a safe and secure workplace for all their employees. Please familiarize yourself with the evacuation or emergency procedures for fire and tornado in the building in which you work.

The District's policy on firearms states that weapons are prohibited, regardless of whether the individual is licensed to carry a concealed firearm. The District permits individuals who are licensed to carry a firearm to store the firearm in a locked vehicle in a school parking area. Please see Board Policy 7:190.

Operating District vehicles/equipment – it is the employee's responsibility to notify their supervisor if they are taking any prescription or over-the-counter drugs that may affect their ability to operate District equipment.

Staff who drive District vehicles will need a copy of their Driver's License and a copy of their auto insurance on file at the District Office. [If a staff member receives a moving violation while operating a vehicle on District business, it must be reported to the District Office. Staff members operating a District vehicle, or their own vehicle, are expected to comply with all traffic laws.](#)

D. Use of Tobacco Products/Alcohol/Cannabis

By state law, the use of tobacco products, including E-cigarettes and Vape pens, are not permitted on school District property. **All employees sign off on the District's policy for the Drug and Alcohol-Free Workplace; E-Cigarette, Tobacco, & Cannabis Prohibition– Board Policy 5:50, when completing the new hiring paperwork. See the Policy Reference Section.**

E. Telephone Use

School Business

Telephone courtesy should be practiced at all times when conversing on school business.

Personal Calls

Personal calls should not be received or made while on duty except in cases of emergency.

Cell phone use

Cell phones should be on vibrate or courtesy mode and not visible during the school day. Support staff should not be taking phone calls or texting during work hours. Phone calls can be taken during breaks or lunch. Staff members are asked to not take any calls in the halls or classrooms while students are present. Due to the camera feature on most phones, the phone should not be used in the school bathrooms or locker rooms.

Social Media/Social Networking

Refer to Board Policy 6:235 for appropriate online behavior including but not limited to interacting with other individuals on social networking websites and in chat rooms.

Only District-Sponsored social networking or social media should be done on District time.

Personal use of Social Networking/Social Media

As a District employee you may have access to all information on students and staff. At no time should any of this information be shared on social networking or social media sites.

If an employee is found violating this policy, disciplinary action will be taken. (Refer to the Discipline section on page 8 of this document).

F. Dress Guidelines

All employees represent Dixon Public Schools #170 through appearance, behavior, and work. It is mutually understood that staff dress will be appropriate, modest, and professional. Please consult your principal or supervisor for further guidelines.

G. Bulletin Boards

All required governmental postings are posted on the designated bulletin boards located in each building. These bulletin boards may also contain general announcements and job postings. No political postings, or postings that reference tobacco and/or alcohol, will be allowed. Check with your direct supervisor for the location of the designated bulletin boards in your building.

Employees may submit to HR notices of general interest, such as recreational-type announcements and/or club functions (e-mail should not be used for the aforementioned); postcards; and expressions of gratitude or sympathy. The Superintendent approves all notices. The District reserves the right to refuse permission to post or to take down any announcement.

XIII. POLICY REFERENCES

Reminder - The Board Policy Manual can be found on our website.

Drug and Alcohol-Free Workplace; E-Cigarette, Tobacco, & Cannabis Prohibition— Board Policy 5:50

All the District's buildings are drug, alcohol, and tobacco-free workplaces.

All employees must sign an acknowledgement of this policy during the new hiring paperwork process. All employees have been provided with the information on the Illinois Cannabis Regulation and Tax Act (CRTA) that took

Commented [TZ2]: You may wish to specify that no political postings, or postings that reference tobacco and/or alcohol, will be allowed

effect on Jan. 1, 2020, and the District's policy and action that will be taken upon violation of this policy.

Electronic Network Access Acceptable Use Policy Agreement – Board Policy 6:235

The District's electronic network connection offers vast, diverse and unique resources to all employees. Employees must abide by the Network Access Agreement. All employees must sign an acknowledgement of this policy during the new hiring paperwork process.

Sexual Harassment Policy – Board Policy 5:20

The District shall provide employees an environment free of unwelcome sexual advances, requests for sexual favors, and other verbal or physical contact, or communications constituting sexual harassment as defined and otherwise prohibited by State & Federal Law. All employees must sign an acknowledgement of this policy during the new hiring paperwork process.

Pregnancy Rights – Board Policy 5:10

The District shall provide reasonable accommodations for pregnancies. Please contact your immediate supervisor if you need accommodations. **Lactation Accommodations - The District will provide a reasonable amount of break time to accommodate employees who wish to express breast milk for their child. Such time should run concurrently with existing meal and break times, and if that is not possible, the time will be unpaid.**

Harassment of Students Prohibited – Board Policy 7:20

No person, including a District employee or agent, or student shall harass, intimidate, or bully a student on the basis of actual or perceived: race; color; national origin; military status; unfavorable discharge status from military service; sex; sexual orientation; gender identity; gender-related identity or expression; ancestry; age; religion; physical or mental disability; order of protection status; status of being homeless; actual or potential marital or parental status, including pregnancy; association with a person or group with one or more of the aforementioned actual or perceived characteristics; or any other distinguishing characteristic. The District will not tolerate harassing, intimidating conduct, or bullying whether verbal, physical, sexual, or visual, that affects the tangible benefits of education, that unreasonably interferes with a student's educational performance, or that creates an intimidating, hostile or offensive education environment. Examples of prohibited conduct include name-calling, using derogatory slurs, stalking, sexual violence, causing psychological harm, threatening or causing physical harm, threatened or actual destruction of property, or wearing or possessing items depicting or implying hatred or prejudice of one of the characteristics stated above.

Faith's Law

Faith's Law is named after prevention advocate and child sexual abuse survivor Faith Colson, who graduated from an Illinois high school in the early 2000s. Faith's Law was passed by the Illinois General Assembly as two separate pieces of legislation. The first legislation established the definition of

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~~sexual misconduct within the School Code and outlined the requirements for schools to develop and post employee code of professional conduct policies. The second legislation adds employment history reviews as part of the hiring and vetting process for schools and school contractors, requires notices to be provided to parents/guardians and the applicable student when there's an alleged act of sexual misconduct, and makes other changes to the process schools must follow when handling allegations of sexual misconduct. ISBE has developed and maintains the Faith's Law Resource Guide that includes guidance for pupils, parents/guardians, and teachers about sexual abuse responses and prevention resources available in their community, including the contact information of entities that provide services for victims of child sexual abuse and their families. The resource guide can be referenced through the following website: [https://www.isbe.net/Documents/Faiths Law Resource Guide.pdf](https://www.isbe.net/Documents/Faiths%20Law%20Resource%20Guide.pdf)~~

Starting July 1, 2023, a new law took effect for all Illinois schools. Faith's Law is named after a prevention advocate and child sexual abuse survivor from Illinois who pushed for change to state laws related to educator sexual misconduct in K-12 schools.

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Sexual misconduct is defined as:

Any act, including, but not limited to, any verbal, nonverbal, written, or electronic communication or physical activity, by an employee or agent of the school district, charter school or nonpublic school with direct contact with a student that is directed toward or with a student to establish a romantic or sexual relationship with the student. Such an act includes, but is not limited to, any of the following:

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1. A sexual or romantic invitation.
2. Dating or soliciting a date.
3. Engaging in sexualized or romantic dialog.
4. Making sexually suggestive comments that are directed toward or with a student.
5. Self-disclosure or physical exposure of a sexual, romantic, or erotic nature.
6. A sexual, indecent, romantic, or erotic contact with a student

The District shall, at all times, remain compliant with Faith's law. Additional information relating to these requirements may be found in Board Policy 5:120.

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