

Educational Support Personnel

Employment Termination and Suspensions

Resignation and Retirement

An employee is requested to provide 2 ~~weeks~~weeks' notice of a resignation. ~~In most cases, resigning employees are permitted to work to their effective resignation date.~~ A resignation notice cannot be revoked once given. An employee planning to retire should notify his or her supervisor at least 2 months before the retirement date.

A retirement bonus will be given to employees with a minimum of twenty (20) years of service to the district of \$100 per year of service to a maximum of \$3200 if the employee notifies the district by February 1.

Non-RIF Dismissal

The District may terminate an at-will employee at any time for any or no reason, but not for a reason prohibited by State or federal law.

Employees who are employed annually or have a contract, or who otherwise have a legitimate expectation of continued employment, may be dismissed: (1) at the end of the school year or at the end of their respective contract after being provided appropriate notice and after compliance with any applicable contractual provisions, or (2) mid-year or mid-contract provided appropriate due process procedures are provided.

The Superintendent is responsible for making dismissal recommendations to the School Board consistent with the Board's goal of having a highly qualified, high performing staff.

Reduction in Force and Recall

~~This section is applicable whenever the~~The Board ~~decides~~may, as necessary or prudent, decide to decrease the number of educational support personnel or to discontinue some particular type of educational support service and, as a result of that action, ~~an educational support employee is removed, dismissed, or his or her hours are reduced~~dismiss or reduce the hours of one or more educational support employees. When making decisions concerning reduction in force and recall, the Board will follow Sections 10-22.34c (outsourcing non-instructional services) and 10-23.5 (procedures) of the School Code, to the extent they are applicable and not superseded by legislation or an applicable collective bargaining agreement.

~~The Board shall use a seniority list to determine the order of dismissal or removal. The seniority list, categorized by positions, shows the length of continuing service of each permanent educational support employee. The employee with the shorter length of continuing service within the respective category of position shall be dismissed first (hire date into current position). When employees have the same amount of continuing service within a category, the district shall resolve ties by who has longer continuing service in the district (original district hire date assuming continuous service). When this still results in a tie, seniority shall be determined alphabetically at the time of hire.~~

~~Except as provided below, written notice will be given the employee by certified mail, return receipt requested, at least 30 days before the employee is removed or dismissed, or his or her hours are reduced, together with a statement of honorable dismissal and the reason therefore if applicable. The prior written notice will be extended to at least 90 days if the lay off is due to the District entering into a contract with a third party for non-instructional services. The prior written notice will be shortened to at least 5 days before an employee's hours are reduced as a result of an unforeseen reduction in the student population.~~

~~Any vacancies for the following school term or within one calendar year from the beginning of the following school term shall be offered to the employees so removed or dismissed from that category or any other category of position provided they are qualified to hold such positions.~~

Final Paycheck

A terminating ~~employee's~~employee's final paycheck will be adjusted for any unused, earned vacation credit.- Employees are paid for all earned vacation.- Terminating employees will receive their final pay on the next regular payday following the date of termination, except that an employee dismissed due to a reduction in force shall receive his or her final paycheck on or before the next regular pay date following the last day of employment.

Suspension

Except as provided below, the Superintendent is authorized to suspend an employee without pay as a disciplinary measure, during an investigation into allegations of misconduct, or pending a dismissal hearing whenever, in the ~~Superintendent's~~Superintendent's judgment, the ~~employee's~~employee's presence is detrimental to the District. -A disciplinary suspension shall be with pay: (1) when the employee is exempt from the overtime provisions, or (2) until an employee with an employment contract for a definite term is provided a notice and hearing according to the suspension policy for professional employees.

Any criminal conviction resulting from the investigation or allegations shall require the employee to repay to the District all compensation and the value of all benefits received by the employee during the suspension. The Superintendent will notify the employee of this requirement when the employee is suspended.

LEGAL REF.: 5 ILCS 430 et seq.
—105 ILCS 5/10-22.34c and 5/10-23.5.
—820 ILCS 105/4a.—
Griggsville-Perry Community Unit School Dist. No. 5 v. Illinois Educ. Labor Relations Bd., 963 N.E.2d 332 (Ill.App.4, 2013).

CROSS REF.: 5:240 (~~suspension policy for professional employees~~Professional Personnel - Suspension), 5:270 (Educational Support Personnel — Employment At-Will, Compensation, and Assignment~~;-)~~)

ADOPTED: November 6, 2001

AMENDED: September 26, 2011