

DRAFT UPDATE

Mid-Valley Special Education Cooperative

5:270

*Answer -
repeat
updated
legal references*

Educational Support Personnel

Employment At-Will, Compensation, and Assignment

Commented [AP1]: The policy and Legal References are edited to delete ~~certificated~~ and for efficiency reasons.
Issue 88, May 2015

Employment At-Will

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

Executive Director

Exceptions to employment at-will may include employees who are employed annually, have an employment contract, or are otherwise granted a legitimate interest in continued employment. The Superintendent is authorized to make exceptions to employing non-certificated nonlicensed employees at-will but shall maintain a record of positions or employees who are not at-will, and the reason for the exception.

Compensation

Please refer to the following current Agreements:

Professional Agreement between Mid-Valley Special Education Cooperative and Mid-Valley Special Education Association (MSVEA).

Professional Agreement between Mid-Valley Special Education Cooperative and Therapy Association for Special Children (TASC).

For those employees not covered by these Agreements:

The Advisory Board will determine salary and wages for educational support personnel. Increments are dependent on evidence of continuing satisfactory performance. An employee covered by the overtime provisions in State or federal law, shall not work overtime without the prior authorization from the employee's immediate supervisor. Educational support personnel are paid twice a month.

Assignment

Please refer to the following current Agreements:

Professional Agreement between Mid-Valley Special Education Cooperative and Mid-Valley Special Education Association (MSVEA).

Professional Agreement between Mid-Valley Special Education Cooperative and Therapy Association for Special Children (TASC).

For those employees not covered by these Agreements:

The Executive Director is authorized to make assignments and transfers of educational support personnel.

DRAFT UPDATE

LEGAL REF.: 105 ILCS 5/10-22.34 and 5/10-23.5.
~~Griggsville-Perry Community Unit School Dist. No. 4 v. Illinois Educ. Labor Relations Bd., 963 N.E.2d 332 (Ill.App.4, 2013);~~
~~Cook v. Eldorado Community Unit School District, No. 03-MR-32 (Ill.App.5: 2004);~~
~~Duldulao v. St. Mary of Nazareth Hospital, 483 N.E. 2d 956 (Ill.App.1, 1985);~~
~~*aff'd in part and remanded*, 505 N.E.2d 314 (Ill. 1987);~~
~~Kaiser v. Dixon, 468 N.E. 2d 822 (Ill.App.2, 1984);~~

CROSS REF.: 5:10 (Equal Employment Opportunity and Minority Recruitment) 5:35 (Compliance with the Fair Labor Standards Act), 5:290 (Educational Support Personnel - Employment Termination and Suspensions), 5:310 (Educational Support Personnel - Compensatory Time-Off)

ADOPTED: April 4, 2012

Commented [APowell2]: The Legal References are updated to delete case law that has been overturned or refers to lower court decisions. The reference to Griggsville-Perry Community Unit School Dist. No. 4 v. Illinois Educ. Labor Relations Bd. was added with PRESS Issue 88. At this time, your district has not yet responded to Issue 88; this change to the Legal References reverses the change offered in that issue.

Issue 89, August 2015