

Document Status: Draft Update

Educational Support Personnel

5:290 Employment Termination and Suspensions

Please refer to the current "Agreement Between the Board of Education, School District #74, Lincolnwood, Illinois and the Lincolnwood Support Staff Union, Local 1274 IFT/AFT, AFL-CIO."

For employees not covered by this Agreement:

Resignation and Retirement

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

Employment and Retirement Benefits

The employment and retirement benefits paid to classified personnel is outlined in 5:290-AP.

Retirement Stipend

As a reward for longevity of service, educational support personnel who have been employed by District 74 for at least fifteen (15) consecutive years of full time service and who have ten years of service to the District as of June 1, 2011 shall qualify for a retirement stipend, calculated as follows:

- First ten (10) years of service
\$150 per year
- Next five (5) years of service
\$200 per year
- Next five (5) years of service
\$250 per year
- All remaining years of service
\$300 per year

For each employee who qualifies for the retirement stipend and submits an irrevocable written notice of resignation from the District for purposes of retirement, the retirement stipend will be paid by increasing the employee's Illinois Municipal Retirement Fund ("IMRF") earnings by the maximum amount permitted by IMRF without triggering an "Accelerated Payment" for the District (as such term is defined by the IMRF). The payments for this retirement stipend will be paid with the employee's regular payrolls for the shortest of the following periods, as determined by the length of the employee's notice:

- (a) the employee's final three (3) years of employment, if notice is given 3 years or more before resignation; or
- (b) the period of time remaining prior to resignation, if notice is given less than 3 years before resignation.

Any portion of the retirement stipend not paid due to the Accelerated Payment limitation set forth above and still remaining after the effective date of resignation will be paid to the employee as a lump sum in the month after the month following the resignation date (e.g., an employee who resigns effective June 15 will be paid in August). An employee who resigns earlier than the effective date of retirement stated in his/her notice will receive the remainder of his/her retirement stipend as a post-retirement payment in the month after the month following his/her actual resignation date. The Board intends this retirement stipend to constitute an applicable employment retention plan under [26 U.S.C. 457\(f\)](#).

Longevity Recognition

At the conclusion of the school year during which a classified employee completes ten years of full time employment in the District, and at the conclusion of each year of additional service thereafter, the employee shall receive a longevity net payment of no less than \$150.00 as determined by the Board of Education; such payment to be made to the employee by June 30. At the conclusion of the 10th year of full time service in the Lincolnwood Schools, the full time classified employee shall receive an

increase of \$500.00. At the conclusion of the 20th year of full time service in the Lincolnwood Schools, the full time classified employee shall receive an increase of \$1,000.00 in additional to their base pay.

Non-RIF Dismissal

The District may terminate an at-will employee at any time for any reason, subject to State and federal law. The Superintendent or supervisor may recommend an employee's discharge subject to the Board of Education's approval. This includes recommending a non-licensed employee for immediate dismissal for willful or negligent failure to report an instance of suspected child abuse or neglect as required by 325 ILCS 5/ [PRESSPlus1](#)

Employees who are employed annually or have a contract 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.

Reduction in Force and Recall

The Board 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, 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.

Final Paycheck

A terminating 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

Suspension Without Pay

The Superintendent or designee is authorized to suspend without pay, for a period not to exceed fifteen (15) workdays, any non-certificated employee, for any one or more of the following reasons:

Misconduct that is detrimental to the School District includes:

- Incompetence
- Cruelty
- Negligence
- Immorality
- Insubordination, including any failure to follow an oral or written directive from a supervisor
- Violation of Board Policy or Administrative Procedure
- Conduct that disrupts or may disrupt the educational program or process;
- Conduct that violates any State or federal law that relates to the employee's duties; and
- Other sufficient causes.

Prior to any suspension under this policy, the affected employee shall be notified of the charges by the Superintendent or designee and shall have the right to explain or rebut the charges. The employee shall have the right to be accompanied by a representative of his/her choice.

The Superintendent or designee shall then verbally advise the employee of his/her decision regarding the suspension, and the employee shall be required to immediately comply. As soon as practicable thereafter, the Superintendent or designee shall provide the employee with written confirmation of the decision.

Within five (5) school days of the verbal notification of the decision to impose the suspension, the employee may file a written request with the Superintendent or designee for a hearing before the Board of Education. If a suspended employee fails to request a review of the decision, he or she shall be deemed to have accepted the decision of the Superintendent or designee and no review by the Board shall take place.

If the Superintendent or designee is of the opinion that the best interests of the School District require a longer suspension than the fifteen (15) paid work days provided for above, the Superintendent or designee shall notify the Board of Education concerning this recommendation, and the matter shall be presented to the Board as soon as practicable. Written notice of the hearing shall be provided to the employee.

The hearing regarding review of an administrative suspension and/or the recommendation for a suspension for longer than fifteen (15) days shall take place before the Board of Education. At the hearing the employee shall have the right to be accompanied by counsel of his/her choice at the employee's expense. The employee shall have the right to present witnesses

and proof relative to the charges. If the Board determines that the suspension was not properly invoked, the suspension references shall be deleted from the employee's personnel record and the lost pay promptly paid to the employee. If the Board believes the employee's conduct warrants a longer suspension, it may extend the suspension without pay for a longer period of time as deemed appropriate under the circumstances.

Nothing in this policy shall be interpreted to impair the Board's right to suspend an employee pending a dismissal hearing or to dismiss employees.

Suspension With Pay

The Board of Education or Superintendent or designee may suspend a non-certified employee with pay:

1. during an investigation into allegations of disobedience or misconduct whenever the employee's continued presence in his or her position would not be in the School District's best interests.
2. as a disciplinary measure for misconduct that is detrimental to the School District as defined above, or
3. pending a Board hearing to suspend a teacher without pay.

The Superintendent or designee shall meet with the non-certified employee to present the allegations and give the professional employee an opportunity to refute the charges. The non-certified employee will be told the dates and times the suspension will begin and end.

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](#).

[325 ILCS 5/7.4\(c-10\)](#).

[820 ILCS 105/4a](#).

CROSS REF.: [5:90 \(Abused and Neglected Child Reporting\)](#), 5:240 (Suspension), 5:270 (Employment At-Will, Compensation, and Assignment)

ADOPTED: June 2, 2005

REVISED:

REVIEWED: September 6, 2018

PRESSPlus Comments

PRESSPlus 1. Updated in response to 105 ILCS 5/10-23.12(c), added by P.A. 101-531; and 105 ILCS 5/21B-75(b), amended by P.A. 101-531. See also policy 2:20, *Powers and Duties of the School Board; Indemnification*. **Issue 102, October 2019**