

# DRAFT UPDATE

## Educational Support Personnel

### Employment At-Will, Compensation, and Assignment

**Comment [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, 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 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:**

**Collective Bargaining Agreement Between The Board of Education Oak Park Elementary School District 97 and The Oak Park Educational Support Professionals Association**

**Collective Bargaining Agreement Between The Board of Education for Oak Park Elementary School District 97 and The Oak Park Teacher Assistants' Association**

**Collective Bargaining Agreement Between The Board of Education for Oak Park Elementary School District 97 and Local No. 73, Service Employees International Union**

**For employees not covered by these agreements:**

The 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 every two weeks.

#### Assignment

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

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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)

ADOPTED: ~~March 19, 2013~~

**Comment [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**