

## *Document Status: Review and Monitoring*

### **Educational Support Personnel**

#### **5:270 Employment At-Will, Compensation, and Assignment**

##### Employment At-Will[PRESSPlus1](#)

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-licensed employees at-will but shall maintain a record of positions or employees who are not at-will.

##### Compensation

**Please refer to the applicable collective bargaining agreement.**

##### **For those employees not covered by this Agreement:**

The Board of Education 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

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

Extra Work/Overtime, No Strike Clause, Differential Salaries, Job Sharing, Classified Employee Wages and I.M.R.F. Tax-Sheltered Contribution, Classified Employee Overtime, Fair Share, Payroll Deduction for Unified Employee Membership Dues, Inservice Programs

**Please refer to the applicable collective bargaining agreement.**

Bus Drivers - Wages and Insurance, Dues Deduction/Fair Share/Seniority/Termination of Seniority/Extra Driving Assignments and Garage Assignments/Recurring Weekly Driving Assignments/Overtime/Mechanics Wages, Bus Driver Non-Bargaining Union Assignments

**Please refer to the applicable collective bargaining agreement.**

LEGAL REF.:

105 ILCS 5/10-22.34 and 5/10-23.5.

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

ADOPTED: April 10, 2007

REVISED: July 13, 2015; September 14, 2015; November 14, 2016

REVIEWED: December 14, 2020

**PRESSPlus Comments**

[PRESSPlus 1](#). This policy is suggested to be reviewed by the Board. According to policy 2:240, *Board Policy Development*, "[t]he Board will periodically review its policies for relevancy, monitor its policies for effectiveness, and consider whether any modifications are required." IASB suggests that each policy in the Board's policy manual be reviewed at a minimum of every five years. As part of the review, the Board may choose to:

- Compare the adopted version to the current PRESS sample (available at PRESS Online by logging in at [www.iasb.com](http://www.iasb.com)), discussing any differences and/or options noted in the footnotes to determine whether local changes are necessary
- Update the policy language due to changes in local conditions
- Make no changes, but update the adoption date to reflect that the policy has been reviewed and re-adopted

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