EDUCATIONAL SUPPORT PERSONNEL

Employment At-Will, Compensation, and Assignment

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 or no reason at all. A dismissal for reduction in force requires 30 days notice before the employee is removed or dismissed. For the purpose of reduction in force, educational support personnel are granted seniority and recall rights within their respective categories of position. Nothing in School Board policy is intended or should be construed as altering the employment at-will relationship.

Compensation

The School 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 positions in State or federal law shall not work overtime without the prior authorization from the employee's immediate supervisor. Educational support personnel are paid once each month for either nine, ten, or twelve months.

Assignment

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

LEGAL REF.: Fair Labor Standards Act, 29 U.S.C. §201 et seq.
105 ILCS 5/10-22.34 and 5/10-23.5
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 Dist. 1985), aff'd in part and remanded, 505 N.E.2d 314 (Ill.1987)
Kaiser v. Dixon, 468 N.E. 2d 822 (2d Dist. Ill. 1984)

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

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