

## **Educational Support Personnel**

### **Employment Termination**

#### Resignation

**Please refer to the current Collective Bargaining Agreement between Kildeer Countryside CCSD 96 Board of Education and Kildeer Countryside CCSD 96 Education Support Professionals Association.**

#### **For employees not covered by this agreement:**

An employee is requested to provide 2 weeks' notice of a resignation. A resignation notice cannot be revoked once given. An employee planning to retire should notify his or her supervisor at least two (2) months before the retirement date.

#### Separation of Employment by the Employee

**Please refer to the current Collective Bargaining Agreement between Kildeer Countryside CCSD 96 Board of Education and Kildeer Countryside CCSD 96 Education Support Professionals Association.**

#### Termination of Employment by the Board

**Please refer to the current Collective Bargaining Agreement between Kildeer Countryside CCSD 96 Board of Education and Kildeer Countryside CCSD 96 Education Support Professionals Association.**

#### Retirement

**Please refer to the current Collective Bargaining Agreement between Kildeer Countryside CCSD 96 Board of Education and Kildeer Countryside CCSD 96 Education Support Professionals Association.**

#### Non-RIF Dismissal

**Please refer to the current Collective Bargaining Agreement between Kildeer Countryside CCSD 96 Board of Education and Kildeer Countryside CCSD 96 Education Support Professionals Association.**

#### **For employees not covered by this agreement:**

The District may terminate an at-will employee at any time for any or no reason, but not for a reason prohibited by State or federal law.

Employees who are employed annually or have a contract, or who otherwise have a legitimate expectation of continued employment, 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.

The Superintendent is responsible for making dismissal recommendations to the Board of Education consistent with the Board's goal of having a highly qualified, high performing staff.

### Reduction in Force and Recall

**Please refer to the current Collective Bargaining Agreement between Kildeer Countryside CCSD 96 Board of Education and Kildeer Countryside CCSD 96 Education Support Professionals Association.**

#### **For employees not covered by this agreement:**

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.

### Employee Discipline

#### Definitions

Disobedience shall include any refusal or failure to follow an order, direction, regulation or policy, whether oral or written, of the Board of Education or of any person who has supervisory responsibility.

Misconduct includes:

1. Any act or failure to act which causes, or may reasonably lead the Board of Education or the administration to forecast substantial disruption or material interference with the educational process or the rights of others.
2. Any act or failure to act occurring during the course of an employee's duties which jeopardizes the health, safety, and welfare of any person, student, parent or school employee.
3. Any act or failure to act which constitutes immoral conduct.
4. Any act or failure to act which constitutes a violation or an attempt to violate any federal or state law or regulation or municipal ordinance and which relates to the employee's duties.

Discipline may be imposed by the Board of Education, Superintendent, or other administrators designated by the Board of Education.

#### Suspensions With Pay

Employees may be suspended with pay from their duties for any portion of such duties during any investigation of conduct constituting disobedience or misconduct or as might otherwise be appropriate or in the best interests of the School.

#### Suspensions Without Pay

Employees may be suspended without pay from their duties or for any portion of such duties for conduct constituting disobedience or misconduct.

### Other Discipline

The Superintendent or designee may impose other discipline not involving loss of salary, such as written or oral reprimands or other appropriate discipline.

### DCFS

Upon Receipt of a recommendation from the Ill. Dept. Children and Family Services (DCFS) that the District remove an employee from his or her position when he or she is the subject of a pending DCFS investigation that relates to his or her employment with the District, the Board or Superintendent or designee, in consultation with the Board attorney, will determine whether to:

1. Let the employee remain in his or her position pending the outcome of the investigation; or
2. Remove the employee as recommended, proceeding with:
  - a. A suspension with pay; or
  - b. A suspension without pay.

LEGAL REF.: 105 ILCS 5/10-21.9.  
20 ILCS 1305/1-1 et seq., Department of Human Services Act.  
325 ILCS 5/, Abused and Neglected Child Reporting Act.  
720 ILCS 5/12C-50.1, Criminal Code of 2012  
5 ILCS 430 et seq.  
105 ILCS 5/24-12  
Cleveland Board of Education v. Loudermill, 105 S.Ct. 1487 (1985).  
Barszcz v. Community College District No. 504, 400 F.Supp. 675 (N.D. Ill., 1975).  
Massie v. East St. Louis School District No. 189, 561 N.E.2d 246 (Ill.App15, 1990).

CROSS REF.: 5:240 (Professional Personnel - Suspension), 5:270 (Educational Support Personnel - Employment At-Will, Compensation, and Assignment)

ADOPTED: April 5, 2011, October 20, 2015, February 20, 2018, December 18, 2018