

Educational Support Personnel

Employment Termination and Suspensions

Resignation

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

Retirement

Please refer to the following collective bargaining agreements:

“Agreement Between The Rockford Board of Education School District 205 and Local 692 of Council 31 of The American Federation of State, County, Municipal Employees, AFL-CIO”;

“Agreement Between The Rockford Board of Education School District 205 and Local 3210 of Council 31 of The American Federation of State, County, Municipal Employees, AFL-CIO”;

“Agreement Between The Rockford Board of Education School District 205 and Local 1275 of Council 31 of The American Federation of State, County, Municipal Employees, AFL-CIO”;

“Agreement Between The Rockford Board of Education School District 205 and the Educational Interpreters Association, IEA-NEA” ; “Agreement Between The Rockford Board of Education School District 205 and Educational Office Personnel Association”;

“Agreement Between The Rockford Board of Education School District 205 and Rockford Building Maintenance Association.”

Non-RIF Dismissal

Please refer to the following collective bargaining agreements:

“Agreement Between The Rockford Board of Education School District 205 and Local 692 of Council 31 of The American Federation of State, County, Municipal Employees, AFL-CIO”;

“Agreement Between The Rockford Board of Education School District 205 and Local 3210 of Council 31 of The American Federation of State, County, Municipal Employees, AFL-CIO”;

“Agreement Between The Rockford Board of Education School District 205 and the Educational Interpreters Association, IEA-NEA”;

“Agreement Between The Rockford Board of Education School District 205 and Educational Office Personnel Association”;

“Agreement Between The Rockford Board of Education School District 205 and Rockford Building Maintenance Association”;

“Agreement Between The Rockford Board of Education School District 205 and Local 1275 of Council 31 of The American Federation of State, County, Municipal Employees, AFL-CIO.”

For employees not covered by these agreements: 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 School Board consistent with the Board’s goal of having a highly qualified, high performing staff. 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/.

Reduction in Force and Recall

Please refer to the following collective bargaining agreements:

“Agreement Between The Rockford Board of Education School District 205 and Local 692 of Council 31 of The American Federation of State, County, Municipal Employees, AFL-CIO”;

“Agreement Between The Rockford Board of Education School District 205 and Local 3210 of Council 31 of The American Federation of State, County, Municipal Employees, AFL-CIO”;

“Agreement Between The Rockford Board of Education School District 205 and Local 1275 of Council 31 of The American Federation of State, County, Municipal Employees, AFL-CIO”;

“Agreement Between The Rockford Board of Education School District 205 and the Educational Interpreters Association, IEA-NEA”;

“Agreement Between The Rockford Board of Education School District 205 and Educational Office Personnel Association”;

“Agreement Between The Rockford Board of Education School District 205 and Rockford Building Maintenance Association.”

For employees not covered by these agreements:

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

Except as provided below, the Superintendent is authorized to suspend an employee without pay as a disciplinary measure, during an investigation into allegations of misconduct or pending a dismissal hearing whenever, in the Superintendent’s judgment, the employee’s presence is detrimental to the District. A disciplinary suspension shall be with pay: (1) when the employee is exempt from the overtime provisions, or (2) until an employee with an employment contract for a

definite term is provided a notice and hearing according to the suspension policy for professional employees.

Any criminal conviction resulting from the investigation or allegations shall require the employee to repay the District all compensation and the value of the 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 5/10-23.5 and 5/10-22.34c
 3256 ILCS 5/7.4(c-10)
 820 ILCS 105/4a.

CROSS REF.: 5.90, 5.240, 5.270

Adopted: July 8, 1997

Revised: July 10, 2001
 May 8, 2012
 August 9, 2022