

Professional Personnel

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, other than a reason prohibited by law, or no reason at all. Nothing in School Board 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 and Assignment

Please refer to the "Agreement between Community Unit School District No. 5 Sterling Association of Educational Support Personnel, IEA/NEA and Board of Education of Community Unit School District No. 5." 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 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 2 weeks. The Superintendent or a designee is authorized to make assignments and transfers of educational support personnel.

LEGAL REF.: 105 ILCS 5/10-22.34 and 5/10-23.5.

Duldulao v. St. Mary of Nazareth Hospital, 483 N.E. 2d 956 (1st Dist. Ill. 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, 5.35, 5.290, 5.310

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