

## Document Status: Draft Update

### Educational Support Personnel

#### 5:290 Employment Termination and Suspensions

##### Resignation

An employee is requested to provide 2 weeks' notice of a resignation. An employee planning to retire should notify his or her supervisor at least 2 months before the retirement date. The Board is not required to accept revocation of a resignation or retirement notice once given.

##### Retirement Benefits

**Please refer to the applicable collective bargaining agreement(s).**

**For employees not covered by a current applicable bargaining agreement:**

**Please refer to the current version of the following agreements:**

**Agreement Between the Board of Education of Oak Park and River Forest High School District #200, Cook County, Illinois and the Service Employees International Union, Local 73, AFL/CIO, Building and Grounds Custodial and Maintenance Contract.**

**Agreement Between the Board of Education of Oak Park and River Forest High School District #200, Cook County, Illinois and the Service Employees International Union, Local 73, AFL-CIO, Classified Personnel Association Contract.**

**Oak Park and River Forest High School District 200 Employment Guidelines for Non-Affiliated Professionals**

**Food Service Department Handbook**

Non-certified professionals and managers shall be eligible for one of the following two retirement benefits provided that they meet the specified criteria:

- I. **Traditional Retirement Benefit.** In order to qualify for this retirement benefit, and employee must:
  - a. Have been hired by the District no later than August 31, 1995, and maintained continuous service;
  - b. Not be eligible for any other separation benefit provided by the District;
  - c. Either be
    - i. At least sixty (60) years of age as of June 30, 2012 and have fifteen (15) years of full-time service in the District immediately preceding retirement and acceptance of an IMRF retirement annuity or
    - ii. Have at least thirty (30) years of full-time service in the District immediately preceding retirement and acceptance of an IMRF retirement annuity;
  - d. Give at least four months' written notice of intention to retire and
  - e. Not retire under circumstances which will result in a penalty or other IMRF cost for the District.

A qualifying employee will be paid at the time of retirement an amount equal to ten percent (10%) of the employee's average annual salary during the four (4) consecutive years of highest annual salary within the last ten (10) years of service.

The employee shall receive base salary or wage rate increase of ten percent (10%) for their final year of employment before retirement. Such increase will be contingent upon continuing to work the same position and work schedule during the retirement incentive year.

A qualifying employee will be eligible to receive payment for up to 270 accrued, unused sick leave days which are not turned into IMRF for service credit. The daily rate will be the same as provided for the classified staff. The employee may elect to apply accumulated sick leave toward service credit with IMRF in lieu of payment.

- II. **New Retirement Benefit.** In order to qualify for this retirement benefit, an employee must:
  - a. Have been hired by the District after August 31, 1995 and maintained continuous service;
  - b. Not be eligible for any other separation benefit provided by the District;
  - c. Be at least fifty-five (55) years of age on the last day of contributing service;

- d. Have at least fifteen (15) years of full-time service in the District immediately preceding retirement and acceptance of an IMRF retirement annuity and
- e. Not retire under circumstances which will result in a penalty or other IMRF cost for the District.

Qualifying employees submitting a timely irrevocable notice of retirement effective at the end of any school year shall be entitled to the benefits set forth below. Such notice shall be provided by March 1 of any school year and no less than 14 months prior to retirement.

The employee shall receive a base salary or wage rate increase of six percent (6%) for their final year of employment before retirement. Such increase will be contingent upon continuing to work the same position and work schedule during the retirement incentive year. All unused sick leave will be reported to IMRF toward service credit.

In addition to the foregoing monetary benefits, any employee who has worked an average of at least twenty (20) hours per week and who is at least fifty-five (55) years of age and has eight (8) years of full-time service immediately preceding retirement shall be entitled to continue participation in the District health insurance plan at the same cost as if they were an employee until the employee reaches age sixty-five (65). In the case of the employee's death prior to age sixty-five (65), the medical coverage for dependent will be continued on the same basis until the employee would have reached age sixty-five.

Non-RIF Dismissal

**Please refer to the applicable collective bargaining agreement(s).**

**For employees not covered by a current applicable bargaining agreement:**

~~Please refer to the current version of the following agreement:~~

~~Agreement Between the Board of Education of Oak Park and River Forest High School District #200, Cook County, Illinois and the Service Employees International Union, Local 73, Safety and Support Team Contract.~~

~~For employees not covered by that 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 applicable collective bargaining agreement(s).**

**For employees not covered by a current applicable bargaining agreement:**

~~Please refer to the current versions of the following agreements:~~

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~~Food Service Department Employee Handbook~~

~~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

**Please refer to the applicable collective bargaining agreement(s).**

**For employees not covered by a current applicable bargaining agreement:**

Except as provided below, the Superintendent or Assistant Superintendent for Human Resources 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 to the District all compensation and the value of all benefits received by the employee during the suspension. The Superintendent will notify the employee of this requirement when the employee is suspended.

**Please also refer to the current versions of the following agreements and guidelines:**

**Agreement Between the Board of Education of Oak Park and River Forest High School District #200, Cook County, Illinois and the Service Employees International Union, Local 73, AFL-CIO, Building and Grounds Custodial and Maintenance Contract.**

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LEGAL REF.: 5 ILCS 430 et seq.

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

820 ILCS 105/4a.

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

ADOPTED: **October 22, 2015**

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