

## **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-certificated employees at-will but shall maintain a record of positions or employees who are not at-will and the reason for the exception.

#### Compensation

**Please refer to the current following collective bargaining agreements:**

**“Collective Bargaining Agreement between Peoria Federation of Support Staff -- Paraprofessional and School Related Personnel/IFT/AFT/AFL-CIO and Board of Education of Peoria District #150”**

**“Collective Bargaining Agreement between Home Facilitators and Board of Education of Peoria District #150”**

**“Collective Bargaining Agreement between Peoria Federation of Support Staff -- Clerical/IFT-AFT/AFL-CIO and Board of Education of Peoria District #150”**

**“Collective Bargaining Agreement between American Federation of State, County and Municipal Employees, AFL-CIO on behalf of Local 3716 Peoria District #150 Transportation Department Employees and Board of Education of Peoria District #150”**

**“Collective Bargaining Agreement between Coordinating Council for Maintenance and Operations Employees and Board of Education of Peoria District #150”.**

**“Collective Bargaining Agreement between Peoria Federation of Support Staff - Cafeteria/IFT-AFT/AFL-CIO and Board of Education of Peoria District #150”**

**“Collective Bargaining Agreement between Peoria Federation of Support Staff -- Security/Policeman’s Benevolent and Protective Association, Unit No. 114 and Board of Education of Peoria District #150”**

**For employees not covered by these agreements:**

The Board of Education 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 prior authorization from the employee’s immediate supervisor. Educational support personnel are paid twice monthly.

LEGAL REF.: Fair Labor Standards Act, 29 U.S.C. § 201 et seq.  
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 (Ill. App. 2d Dist. 1984).  
Molitor v. Chicago Title & Trust Co., 59 N.E. 2d 695 (1st Dist. 1945).

CROSS REF.: 5:290 (Employment Termination and Suspensions), 5:310 (Compensatory Time-Off)

ADOPTED: July 18, 2005