

## **Educational Support Personnel**

### **Employment Termination and Suspensions**

#### **Retirement**

**Please refer to the following current agreement:**

**Collective Bargaining Contract Between Board of Education - Harvey Public Schools District 152 and The Harvey Educational Support Personnel Association (HESPA), IEA-NEA.**

**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 2 months before the retirement date.

#### **Non-RIF Dismissal**

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

**Collective Bargaining Contract Between Board of Education - Harvey Public Schools District 152 and The Harvey Educational Support Personnel Association (HESPA), IEA-NEA.**

**Agreement Between The Board of Education Harvey School District 152 and Service Employees International Union, Local 73, CTW.**

**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 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 following current agreement:**

**Collective Bargaining Contract Between Board of Education - Harvey Public Schools District 152 and The Harvey Educational Support Personnel Association (HESPA), IEA-NEA.**

**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.

### 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 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.

### Notification

Before suspending an employee without pay, the Superintendent or designee will notify the employee in writing of:

1. The reason(s) for the suspension;
2. The date(s) and duration of the suspension; and
3. The right (if applicable) to request a hearing before the School Board and to be represented at the hearing.

### Review Hearing

The employee shall be granted a hearing before the School Board, provided the employee make a written request for such hearing to the Superintendent. Within 72 Hours of receipt of the written notice of suspension. He/She shall have the right to be represented at the hearing by legal counsel or other representative, present witnesses on his/her behalf, and cross-examine any witness who testifies against him/her.

Upon receipt of an employee's request for a suspension review hearing, the Board shall promptly schedule a hearing date and give the employee written notification.

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: May 21, 2018