

Professional Personnel

Terms and Conditions of Employment and Dismissal

The Board delegates authority and responsibility to the Director to manage the terms and conditions for the employment of professional personnel. The Director shall act reasonably and comply with State and federal law as well as any applicable collective bargaining agreement in effect. The Director is responsible for making dismissal recommendations to the Board consistent with applicable State and federal law as well as the Board's goal of having a highly qualified, high performing staff.

Salary

Please refer to the current Professional Negotiation Agreement between Special Education Association of Kendall County and Kendall County Special Education Cooperative.

For those employees not covered by this Agreement:

Salary information is included in individual contract letters.

Assignment and Transfers

Please refer to the current Professional Negotiation Agreement between Special Education Association of Kendall County and Kendall County Special Education Cooperative.

For those employees not covered by this Agreement:

Cooperative personnel are assigned on the basis of their qualifications and the needs of the Cooperative as determined by the Director or designee.

Work Year

Please refer to the current Professional Negotiation Agreement between Special Education Association of Kendall County and Kendall County Special Education Cooperative.

For those employees not covered by this Agreement:

Twelve-month employees shall work those days established on the school calendar. Personnel employed for less than twelve months shall work those days established on the school calendar, with the start dates and end dates reflected in individual contract letters. Teachers are not required to work on legal school holidays unless the District has followed applicable State law that allows it to hold school or schedule teachers' institutes, parent-teacher conferences, or staff development on the third Monday in January (the Birthday of Dr. Martin Luther King, Jr.); February 12 (the Birthday of President Abraham Lincoln); the first Monday in March (known as Casimir Pulaski's birthday); the second Monday in October (Columbus Day); and November 11 (Veterans' Day).

Teacher Workday

Teachers are required to work the school day adopted by the Board of the member district in which they are housed or as adopted by the Governing Board

The Cooperative accommodates employees who are nursing mothers according to provisions in State and federal law.

Duty-Free Lunch

Please refer to the current Professional Negotiation Agreement between Special Education Association of Kendall County and Kendall County Special Education Cooperative.

For those employees not covered by this Agreement:

Teachers employed for at least 4 hours per day shall receive a duty-free lunch equivalent to the student lunch period, or 30 minutes, whichever is longer.

Evaluation

Please refer to the current Professional Negotiation Agreement between Special Education Association of Kendall County and Kendall County Special Education Cooperative.

For those employees not covered by this Agreement:

Probationary employees will be evaluated twice/year and tenured employees will be evaluated annually.

Dismissal

The Cooperative will follow State law when dismissing a teacher.

Reduction in Force

Please refer to the current Professional Negotiation Agreement between Special Education Association of Kendall County and Kendall County Special Education Cooperative.

For those employees not covered by this Agreement:

In its sole discretion, the Governing Board, because of economic necessity, may determine to decrease the number of employees in the Cooperative or to discontinue some particular type of educational support service (i.e., "reduction-in-force"). Any employee who is removed or dismissed as a result of reduction-in-force shall be given written notice by certified mail, return receipt requested, at least 45 days before the employee(s) are dismissed. The notice shall include a statement of honorable dismissal and the reason for the reduction-in-force.

Illinois State Certified staff not covered by the current Collective Bargaining Agreement will be governed by a seniority list, categorized by positions, to determine the order of dismissal for a reduction-in-force.

Licensed and Certified therapists will be governed by a seniority list, categorized by positions, to determine the order of dismissal for a reduction-in-force.

Any Kendall County Special Education staff member who has worked in more than one category of position will follow the Kendall County Special Education Cooperative seniority list based on years of service.

Employees who have been honorably dismissed shall have recall rights to any vacancy for which they are legally qualified, which occurs for the following school term or within one calendar year from the beginning of the school term following the reduction-in-force. During this recall period, employees shall be tendered in reverse order of seniority any vacancy occurring within the specific category of position from which they have been removed or dismissed, so far as the employee is legally qualified to hold such vacant position.

Employees honorably dismissed as a result of reduction-in-force shall be paid all earned compensation on or before the third business day following his or her last day of employment.

The Director or designee shall be authorized to promulgate rules and regulations to implement this policy.

LEGAL REF.: 105 ILCS 5/10-19, 5/18-8, 5/22.4, 5/24-16.5, 5/24-2, 5/24-8, 5/24-9, 5/24-11, 5/24-12, 5/24-21, 5/24A- 1 through 24A -20.
820 ILCS 260/1 et seq.
Cleveland Board of Education v. Loudermill, 105 S.Ct. 1487(1985).

CROSS REF.: 5:290 (Employment Termination and Suspensions), 6:20 (School Year Calendar and Day)

ADOPTED: November 9, 2011