
Educational Support Personnel – Employment At-Will, Full-time v. Part-time, Compensation, Benefits and Assignment

Employment At-Will

Unless otherwise specifically provided, District employment is at-will, meaning that his/her 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

The 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 twice a month.

As inclusion of students with significant disabilities in the regular education setting becomes more prevalent, school districts are required to provide more substantial supports to facilitate the integration of students with significant needs in the regular educational setting. One common need is for a 1:1 aide – in other words, a para-professional to be with the student at all times during the day. Sometimes, the duties of the 1:1 aide are more physically and emotionally demanding than those of a special education, building or clerical aide who is not assigned to a single student. The 1:1 aide's unique responsibilities often include

- 1) feeding the student
- 2) toileting the student
- 3) cleaning the student
- 4) escorting the student to other areas of the building
- 5) helping the student at the beginning and end of the day
- 6) helping the student with transitions
- 7) removing the student to a quiet area if he / she is disruptive
- 8) restraining the student if he / she is a danger to self or others
- 9) using assistive technologies
- 10) providing daily written reports to the parent
- 11) helping the student interact in meaningful ways with peers
- 12) frequently re-directing and/or helping the student to attend

The prevalence of these duties for a given 1:1 assignment vary from student to student. If a 1:1 aide is assigned responsibilities for a given student who requires services in seven (7) or more of these twelve (12) areas, the assignment is considered to be a "difficult 1:1 assignment." Any para-professional employed in a difficult 1:1 assignment will be paid an additional \$1.52 per hour over the rate that

he/she would have been paid if not employed as a 1:1 aide. Estimating 7.5 hrs per day for 175 student attendance days, this is roughly equivalent to an extra stipend of \$2,000 for a full-year's work as a full-time employee in a difficult 1:1 assignment.

Benefits

All educational support personnel who work at least 40 hours per regular work week over 12 months are eligible for the same employee health, life, and dental insurance as paid by the Board for certified staff. These support personnel may purchase dependent coverage at their cost.

Effective October 1, 2008, all educational support personnel who work at least 30 hours per regular work week (excluding extra hours) have the choice of receiving the same employee health and dental insurance coverage as certified staff. For employees electing to take this benefit, the Board will pay 68% of the premium, and the employee will pay 32%. Personnel electing to take this benefit will be paid over 12 months, with monthly deductions for their portion of the premium. Personnel who meet this classification may purchase dependent coverage at their cost.

Educational support personnel who work less than 30 hours per regular work week (excluding extra hours) are not eligible to participate on the District's group insurance plan for health or dental insurance.

LEGAL REF.: 105 ILCS 5/10-22.34 and 5/10-23.5.
Cook v. Eldorado Community Unit School District, No. 03-MR-32 (Ill.App.5, 2004).
Duldulao v. St. Mary of Nazareth Hospital, 483 N.E. 2d 956 (Ill.App.1, 1985), *aff'd in part and remanded*, 505 N.E.2d 314 (Ill. 1987).
Kaiser v. Dixon, 468 N.E. 2d 822 (Ill.App.2, 1984).

CROSS REF.: 5:10 (Equal Employment Opportunity and Minority Recruitment) 5:35 (Compliance with the Fair Labor Standards Act), 5:290 (Educational Support Personnel - Employment Termination and Suspensions), 5:310 (Educational Support Personnel - Compensatory Time-Off)

APPROVED: 2/17/2016