

# Mid-State Special Education Joint Agreement

## Table of Contents

### Mid-State Special Education Joint Agreement

#### **SECTION 1 - ORGANIZATION**

1:10 District Legal Status

1:20 Organization

1:30 Cooperative Philosophy

#### **SECTION 2 - GOVERNING BOARD**

2:10 Joint Agreement Governance

2:20 Powers and Duties of the Governing Board

2:22 Executive Committee

2:70 Vacancies on the Governing Board

2:80 Board Member Ethics

2:80-E Exhibit - Board Member Code of Conduct

2:100 Governing Board Member Conflict of Interest

2:105 Ethics and Gift Ban

2:110 Qualifications, Term, and Duties of Governing Board Officers

2:125 Board Member Compensation; Expenses

2:125-E1 Exhibit - Board Member Expense Reimbursement Form

2:125-E2 Exhibit - Board Member Estimated Expense Approval Form

2:125-E3 Exhibit - Resolution to Regulate Expense Reimbursements

2:140 Communications To and From the Board

2:140-E Exhibit - Guidance for Board Member Communications, Including Email Use

2:160 Board Attorney

2:170 Procurement of Architectural, Engineering, and Land Surveying Services

2:200 Types of Board Meetings

2:220 Board Meeting Procedure

2:220-E1 Exhibit - Board Treatment of Closed Meeting Verbatim Recordings and Minutes

2:220-E2 Exhibit - Motion to Adjourn to Closed Meeting

2:220-E3 Exhibit - Closed Meeting Minutes

2:220-E4 Exhibit - Open Meeting Minutes

2:220-E5 Exhibit - Semi-Annual Review of Closed Meeting Minutes

2:220-E6 Exhibit - Log of Closed Meeting Minutes

2:220-E7 Exhibit - Access to Closed Meeting Minutes and Verbatim Recordings

2:220-E8 Exhibit - Governing Board Records Maintenance Requirements and FAQs

2:220-E9 Exhibit - Requirements for No Physical Presence of Quorum and Participation by Audio or Video During Disaster Declaration

2:230 Public Participation at Governing Board Meetings and Petitions to the Board

2:240 Board Policy Development

2:250 Access to Joint Agreement Public Records

2:260 Uniform Grievance Procedure

### **SECTION 3 - GENERAL ADMINISTRATION**

3:30 Line and Staff Relations

3:40 Special Education Director

3:40-E Exhibit - Checklist for the Special Education Director Employment Contract Negotiation Process

3:50 Administrative Personnel Other Than the Special Education Director

3:70 Succession of Authority

### **SECTION 4 - OPERATIONAL SERVICES**

4:10 Fiscal and Business Management

4:15 Identity Protection

4:30 Revenue and Investments

4:40 Incurring Debt

4:45 Insufficient Fund Checks and Debt Recovery

4:50 Payment Procedures

4:55 Use of Credit and Procurement Cards

4:60 Purchases and Contracts

4:70 Resource Conservation

4:80 Accounting and Audits

4:100 Insurance Management

4:110 Transportation

4:160 Environmental Quality of Buildings and Grounds

4:170 Safety

4:175 Convicted Child Sex Offender; Screening; Notifications

4:180 Pandemic Preparedness; Management; and Recovery

## **SECTION 5 - PERSONNEL**

### General Personnel

5:10 Equal Employment Opportunity and Minority Recruitment

5:20 Workplace Harassment Prohibited

5:20-E Resolution to Prohibit Sexual Harassment

5:22 Sexual Misconduct

5:30 Hiring Process and Criteria

5:35 Compliance with the Fair Labor Standards Act

5:40 Communicable and Chronic Infectious Disease

5:50 Drug- and Alcohol-Free Workplace; E-Cigarette, Tobacco, and Cannabis Prohibition

5:60 Expenses

5:60-E1 Exhibit - Employee Expense Reimbursement Form

5:60-E2 Exhibit - Employee Estimated Expense Approval Form

5:70 Religious Holidays

5:80 Court Duty

5:90 Abused and Neglected Child Reporting

5:100 Staff Development Program

5:120 Employee Ethics; Conduct; and Conflict of Interest

5:122 Professional Standards

5:125 Personal Technology and Social Media; Usage and Conduct

5:130 Responsibilities Concerning Internal Information

5:140 Solicitations By or From Staff

5:150 Personnel Records

5:170 Copyright

5:180 Temporary Illness or Temporary Incapacity

5:185 Family and Medical Leave

5:188 Attacks on School Personnel

5:188-AP Administrative Procedure - Reporting Attacks on School Personnel

5:188-E Exhibit - Report Form for Attacks on School Personnel

#### Professional Personnel

5:190 Teacher Qualifications

5:200 Terms and Conditions of Employment and Dismissal

5:210 Resignations and Retirement

5:230 Maintaining Student Discipline

5:240 Suspension

5:250 Leaves of Absence

5:260 Student Teachers

#### Educational Support Personnel

5:270 Employment At-Will, Compensation, and Assignment

5:280 Duties and Qualifications

5:290 Employment Termination and Suspensions

5:300 Schedules and Employment Year

5:310 Compensatory Time-Off

5:320 Evaluation

5:330 Sick Days, Vacation, Holidays, and Leaves

### **SECTION 6 - INSTRUCTION**

6:30 Organization of Instruction

6:40 Program Development

6:60 Curriculum Content

6:65 Student Social and Emotional Development

6:110 Programs for Students At Risk of Academic Failure and/or Dropping Out of School

6:120 Education of Children with Disabilities

6:140 Education of Homeless Children

6:235 Access to Electronic Networks

6:240 Field Trips and Recreational Class Trips

6:250 Community Resource Persons and Volunteers

6:255 Assemblies and Ceremonies

6:260 Complaints About Curriculum, Instructional Materials, and Programs

6:280 Grading and Promotion

6:300 Graduation Requirements

6:340 Student Testing and Assessment Program

## **SECTION 7 - STUDENTS**

7:10 Equal Educational Opportunities

7:10-E Exhibit - Equal Educational Opportunities Within the School Community

7:15 Student and Family Privacy Rights

7:20 Harassment of Students Prohibited

7:30 Student Assignment

7:80 Release Time for Religious Instruction/Observance

7:100 Health Examinations, Immunizations, and Exclusion of Students

7:130 Student Rights and Responsibilities

7:140 Search and Seizure

7:150 Agency and Police Interviews

7:160 Student Appearance

7:170 Vandalism

7:180 Prevention of and Response to Bullying, Intimidation, and Harassment

7:185 Teen Dating Violence Prohibited

7:190 Student Behavior

7:190-E3 Exhibit - Memorandum of Understanding

7:200 Suspension Procedures

7:230 Misconduct by Students with Disabilities

7:250 Student Support Services

7:260 Exemption from Physical Education

7:270 Administering Medicines to Students

7:275 Orders to Forgo Life-Sustaining Treatment

7:280 Communicable and Chronic Infectious Disease

7:285 Food Allergy Management Program

7:290 Suicide and Depression Awareness and Prevention

7:340 Student Records

## **SECTION 8 - COMMUNITY RELATIONS**

8:10 Public Relations/Media Inquiries

8:30 Conduct on School Property

8:70 Accommodating Individuals with Disabilities

8:80 Gifts to the Cooperative

8:95 Parental Involvement

8:110 Public Suggestions and Concerns

**Midstate Special Education Coop**

# Mid-State Special Education Joint Agreement

## POLICY MANUAL

The online manual provides the district's board of education policies, regulations, and related documents in a fully searchable, easy-to-use format.

### Navigation

- Access the Table of Contents (TOC) using the main menu at top left.
- Search with confidence using the search box atop every page.
- Share or print from your mobile device using the document-specific menu at top right of each document.

### Questions?

If you have any questions or comments regarding this manual, please contact the local district office.

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**SECTION 1 - ORGANIZATION**

**Midstate Special Education Coop**



## **1:10 District Legal Status**

The Illinois Constitution requires the State to provide for an efficient system of high-quality public educational institutions and services in order to achieve the educational development of all persons to the limits of their capabilities.

The General Assembly has implemented this constitutional mandate through the creation of joint agreements of various types for the purpose of providing special education services to children with disabilities. The Mid-State Special Education Joint Agreement is governed by such mandates.

Special education programs and/or services shall be developed in accordance with The Illinois Rules and Regulations to Govern the Organization and Administration of Special Education as promulgated under the constitutional authority of the State of Illinois and the Office of the Illinois State Board of Education.

Consistent with 105 ILCS 5/10-22.31, the Mid-State Special Education Governing Board shall serve as the administrative and legal entity for the Special Education District.

The Governing Board constitutes a body corporate that possesses all the usual powers of a corporation for public purposes, and in that name may sue and be sued, purchase, hold and sell personal property and real estate, and enter into such obligations as are authorized by law.

CROSS REF.: 2:10 (District Governance), 2:20 (Powers and Duties of the Governing Board)

Adopted: June 17, 2020

**Midstate Special Education Coop**

## **1:20 Organization**

The District is organized under the "Mid-State Special Education Joint Agreement."

Adopted: June 17, 2020

### **Midstate Special Education Coop**

## 1:30 Cooperative Philosophy

Mid-State Special Education believes that our overall mission is to foster positive outcomes for children with disabilities, focusing upon student achievement and well-being. The high quality, effective and equitable services and programs provided to the member districts shall meet the needs of each child in the least restrictive environment while equipping students to function independently in school, local and world communities.

To this end, we are committed to service delivery that encompasses the following standards:

**Service:** accessibility, integrity, technical assistance, collaboration

**Resources:** staff, parents, materials, technology, facilities, finances

**Quality:** accountability, best practices, professional development, performance indicators, evaluation

**Financial Stewardship:** fiscal responsibility, equitable services

Adopted: June 17, 2020

**Midstate Special Education Coop**

**SECTION 2 - GOVERNING BOARD**

**Midstate Special Education Coop**

## **2:10 Joint Agreement Governance**

The Mid-State Joint Agreement is governed by the Mid-State Joint Agreement Governing Board composed of one duly designated member of the Board of Education of each Member District. The Superintendent of each member district shall be an ex officio member of the Governing Board and their presence or absence shall not be determinative of whether a quorum of the Governing Board exists. The Board's powers and duties include the broad authority to adopt and enforce all necessary policies for the management and government of the Joint Agreement.

Official action by the Governing Board may only occur at a duly called and legally conducted meeting.

Governing Board members, as individuals, have no authority over school affairs, except as provided by law or as authorized by the Board.

CROSS REF.: 1:10 (Joint Agreement Legal Status), 2:20 (Powers and Duties of the Governing Board), 2:200 (Types of Board Meetings), 2:220 (Board Meeting Procedures)

Adopted: June 17, 2020

**Midstate Special Education Coop**

## 2:20 Powers and Duties of the Governing Board

### Powers and Duties of the Governing Board

The powers and duties of the Governing Board generally include:

- a. Recommend or approve amendments to the Articles of Joint Agreement.
- b. Hold an annual budget hearing and approve the final budget, which shall be by a majority vote of the entire Governing Board membership.
- c. Ratify the employment and appointment of employees, including a Special Education Director; the Board shall also ratify the dismissal or suspension of employees as provided by law. Such authority to hire and/or dismiss employees shall only be exercised with the advice and consent of the Executive Committee.
- d. Ratify contracts, including any collective bargaining agreement regarding employees of this Joint Agreement, with the advise and consent of the Executive Committee.
- e. Provide for administration, staff, programs, financing, housing and transportation for the benefit of the students served by the Joint Agreement.
- f. Take any action which by law may only be taken by the Governing Board.
- g. Consider any other matters placed upon the agenda by the Governing Board, the Executive Committee or the Special Education Director.
- h. Consider additions to or deletions of delegation of authority to the Executive Committee.
- i. Complying with requirements in the Abused and Neglected Child Reporting Act (ANCRA). Specifically, each individual Board member must, if an allegation is raised to the member during an open or closed Board meeting that a student is an abused child as defined in ANCRA, direct or cause the Board to direct the Special Education Director or other equivalent school administrator to comply with ANCRA's requirements concerning the reporting of child abuse.
- j. Establish yearly, any meetings to be held by the Governing Board.
- k. Authorize the incurring of indebtedness within the annual budget for the Joint Agreement.
  - l. Ratify, annually, the annual delegation and definition of duties to the Executive Committee.
  - m. Ratify, annually, the annual delegation and definition of the duties to the Special Education Director.

### Indemnification

To the extent allowed by law, the Governing Board shall defend, indemnify, and hold harmless Governing Board members, Executive Committee Members, employees, volunteer personnel (pursuant to 105 ILCS 5/10-22.34, 10-22.34a and 10-22.34b), mentors of certified staff (pursuant to 105 ILCS 5/2-3.53a, 2-3.53b, and 105 ILCS 5/21A-5 et seq.), and student teachers who, in the course of discharging their official duties imposed or authorized by law, are sued as parties in a legal proceeding. Nothing herein, however, shall be construed as obligating the Governing Board and/or Executive Committee to defend, indemnify, or hold harmless any person who engages in criminal activity, official misconduct, fraud, intentional or willful and wanton misconduct, or acts beyond the authority properly vested in the individual.

CROSS REF.: 1:10 (District Legal Status), 1:120 (District Organization, Operations, and Cooperative Agreements), 2:10 (Joint Agreement Governance), 2:80 (Board Member Oath and Conduct), 2:140 (Communications To and From the Board), 2:240 (Board Policy Development), 4:60 (Purchases and Contracts), 4:70 (Resource Conservation), 4:100 (Insurance Management), 4:110 (Transportation) 5:10 (Equal Employment Opportunity and Minority Recruitment), 5:90 (Abused and Neglected Child Reporting), 6:20 (School Year Calendar and Day, 7:10 (Equal Educational Opportunities), 7:30 (Student Assignment and Intra-District Transfer), 7:190 (Student Behavior), 7:200 (Suspension Procedures), 8:10 (Connection with the Community), 8:30 (Visitors to and Conduct on School

Property)

ADOPTED: January 22, 2020

**Midstate Special Education Coop**

## 2:22 Executive Committee

The Governing Board shall appoint an Executive Committee which shall serve as an advisory body to the Governing Board, and which shall have the authority to direct the ongoing operations of the Joint Agreement within the annual budget, the directives, policies and rules of the Governing Board, and in accordance with the terms of the Joint Agreement. The Executive Committee shall also have such other and further authorities as may be delegated by the Governing Board to the Executive Committee from time to time.

The Executive Committee shall consist of the appointed Superintendents of Member Districts (or his/her authorized designee), and the Regional Superintendents of Schools of such regions as cover, from time-to-time, the Counties of Montgomery, Bond, Fayette, Christian and Macoupin. The Regional Superintendents shall be ex officio members of the Executive Committee, and therefore, be non-voting, advisory members. Further, their presence or absence from such a meeting shall not be determinative of whether or not a quorum exists.

The Executive Committee shall meet regularly, and at least monthly, and shall elect its own officers and establish procedures for the conduct of its meeting and business. A quorum shall consist of a majority of the Executive Committee. Measures shall be deemed passed when approved by a majority of those Executive Committee members present who vote on an issue. Each member shall have one vote. An abstention shall not be considered a vote. A member of the Executive Committee may act at a meeting through a designee, if authorized, in writing, by the Executive Committee member. The attendance of a designee at a meeting shall not be counted in determining whether a quorum of members is present.

Annually, the Executive Committee shall appoint, by a majority vote of those attending a duly called meeting, a Chairperson and Vice-Chairperson. The Chairperson and Vice-Chairperson's term shall be for one year and coincide with MSSSED's fiscal year. The Executive Secretary of the Joint Agreement shall serve as the Secretary of the Executive Committee.

The Executive Committee shall be responsible for the general supervision and operation of the Joint Agreement for and on behalf of the Governing Board, and may, in the absence of action by the Governing Board to the contrary:

- a. Recommend to the Governing Board the employment of an Special Education Director.
- b. Employ other professional employees of the Joint Agreement subject to ratification by the Governing Board.
- c. Provide for administration, staff, programs, financing, housing, and transportation for the benefit of the students served by the Joint Agreement.
- d. Operate the Joint Agreement in accordance with the budget approved by the District.
- e. Efficiently and effectively render special education services to students residing in the Joint Agreement territory.
- f. Negotiate, subject to ratification by the Governing Board, on behalf of the Joint Agreement, collective bargaining agreements with sole and exclusive bargaining agents, as certified by the Illinois Educational Labor Relations Board in respect to all persons employed by the Joint Agreement if applicable.

The foregoing notwithstanding, The Governing Board shall retain all authority for the operation of the Joint Agreement, and shall have the power to over-rule actions taken by the Executive Committee.

The Special Education Director shall have a responsibility for the over-all operation and direction of the Joint Agreement as directed by the Governing Board and the Executive Committee.

The Joint Agreement shall provide such professional services and other services and technical support to Member Districts from time to time as is established by the Executive Committee from such



locations as it may determine is in the best interests of the Joint Agreement.

Adopted: June 17, 2020

## **Midstate Special Education Coop**

## **2:70 Vacancies on the Governing Board**

A vacancy may occur on the Governing Board by an elected Governing Board member's ceasing to be a member of his or her local School Board. The member district affected shall nominate another representative and notify the Special Education Director and the President of the Governing Board of the nomination.

Adopted: June 17, 2020

**Midstate Special Education Coop**

## **2:80 Board Member Ethics**

The Governing Board adopts the Illinois Association of School Boards' "Code of Conduct for Members of School Boards". A copy of the Code shall be displayed in the regular Board meeting room.

CROSS REF.: 1:30 (School District Philosophy), 2:100 (Board Member Conflict of Interest), 2:105 (Ethics and Gift Ban)

Adopted: June 17, 2020

**Midstate Special Education Coop**

## **2:80-E Exhibit - Board Member Code of Conduct**

As a member of the Governing Board, I will do my utmost to represent the public interest in education by adhering to the following standards and principles:

1. I will represent all Joint Agreement constituents honestly and equally and refuse to surrender my responsibilities to special interest or partisan political groups.
2. I will avoid any conflict of interest or the appearance of impropriety which could result from my position, and will not use my Board membership for personal gain or publicity.
3. I will recognize that a Board member has no legal authority as an individual and that decisions can be made only by a majority vote at a Board meeting.
4. I will take no private action that might compromise the Board or administration and will respect the confidentiality of privileged information.
5. I will abide by majority decisions of the Board, while retaining the right to seek changes in such decisions through ethical and constructive channels.
6. I will encourage and respect the free expression of opinion by my fellow Board members and will participate in Board discussions in an open, honest and respectful manner, honoring differences of opinion or perspective.
7. I will prepare for, attend and actively participate in Board meetings.
8. I will be sufficiently informed about and prepared to act on the specific issues before the Board, and remain reasonably knowledgeable about local, State, national, and global special education issues.
9. I will respectfully listen to those who communicate with the Board, seeking to understand their views, while recognizing my responsibility to represent the interests of the entire community.
10. I will strive for a positive working relationship with the Special Education Director, respecting the Director's authority to advise the Board, implement Board policy, and administer the Joint Agreement.
11. I will model continuous learning and work to ensure good governance by taking advantage of Board member development opportunities, such as those sponsored by my State and national school board associations, and encourage my fellow Board members to do the same.
12. I will strive to keep my Board focused on its primary work of clarifying the Joint Agreement purpose, direction and goals, and monitoring Joint Agreement performance.

DATED : March 20, 2019

**Midstate Special Education Coop**

## **2:100 Governing Board Member Conflict of Interest**

No Governing Board member shall: (1) have a beneficial interest directly or indirectly in any contract, work, or business of the Joint Agreement unless permitted by State or federal law; or (2) solicit or accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to agreements or contracts with the Joint Agreement. Situations in which the interest is not substantial or the gift is an unsolicited item of nominal value must comply with State law and Board policy 2:105, Ethics and Gift Ban.

Governing Board members must annually file a "Statement of Economic Interests" as required by the Illinois Governmental Ethics Act. Each Governing Board member is responsible for filing the statement with the county clerk of the county in which his or her School District's principle office is located by May 1.

### Federal and State Grant Awards

No Governing Board member shall participate in the selection, award, or administration of a contract supported by a federal award or State award governed by the Grant Accountability and Transparency Act (GATA) (30 ILCS 708/) if he or she has a real or apparent conflict of interest. A conflict of interest arises when a Governing Board member or any of the following individuals has a financial or other interest in the entity selected for the contract:

1. Any person that has a close personal relationship with a Governing Board member that may compromise or impair the Board member's fairness and impartiality, including a member of the Governing Board member's immediate family or household;
2. The Governing Board member's business partner; or
3. An entity that employs or is about to employ the Governing Board member or one of the individuals listed in one or two above.

CROSS REF.: 2:105 (Ethics and Gift Ban), 4:60 (Purchases and Contracts), 5:120 (Employee Ethics; Conduct; and Conflict of Interest)

ADOPTED: January 22, 2020

**Midstate Special Education Coop**

## 2:105 Ethics and Gift Ban

### Prohibited Political Activity

The following precepts govern political activities being conducted by Joint Agreement employees and Board members:

1. No employee shall intentionally perform any "political activity" during any "compensated time," as those terms are defined herein.
2. No Board member or employee shall intentionally use any Joint Agreement property or resources in connection with any political activity.
3. At no time shall any Board member or employee intentionally require any other Board member or employee to perform any political activity: (a) as part of that Board member's or employee's duties, (b) as a condition of employment, or (c) during any compensated time off, such as, holidays, vacation, or personal time off.
4. No Board member or employee shall be required at any time to participate in any political activity in consideration for that Board member or employee being awarded additional compensation or any benefit, whether in the form of a salary adjustment, bonus, compensatory time off, continued employment or otherwise; nor shall any Board member or employee be awarded additional compensation or any benefit in consideration for his or her participation in any political activity.

A Board member or employee may engage in any activity that: (1) is otherwise appropriate as part of his or her official duties, or (2) is undertaken by the individual on a voluntary basis that is not prohibited by this policy.

### Limitations on Receiving Gifts

Except as permitted by this policy, no Board member or employee, and no spouse of or immediate family member living with a Board member or employee shall intentionally solicit or accept any "gift" from any "prohibited source," as those terms are defined herein, or that is otherwise prohibited by law or policy. No prohibited source shall intentionally offer or make a gift that violates this policy.

The following are exceptions to the ban on accepting gifts from a prohibited source:

1. Opportunities, benefits, and services that are available on the same conditions as for the general public.
2. Anything for which the Board member or employee, or his or her spouse or immediate family member, pays the fair market value.
3. Any: (a) contribution that is lawfully made under the Election Code, or (b) activities associated with a fundraising event in support of a political organization or candidate.
4. Educational materials and missions.
5. Travel expenses for a meeting to discuss business.
6. A gift from a relative, meaning those people related to the individual as father, mother, son, daughter, brother, sister, uncle, aunt, great aunt, great uncle, first cousin, nephew, niece, husband, wife, grandfather, grandmother, grandson, granddaughter, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, and including the father, mother, grandfather, or grandmother of the individual's spouse and the individual's fiancé or fiancée.
7. Anything provided by an individual on the basis of a personal friendship unless the recipient has reason to believe that, under the circumstances, the gift was provided because of the official position or employment of the recipient or his or her spouse or immediate family member and not because of the personal friendship. In determining whether a gift is provided on the basis of

personal friendship, the recipient shall consider the circumstances under which the gift was offered, such as: (a) the history of the relationship between the individual giving the gift and the recipient of the gift, including any previous exchange of gifts between those individuals; (b) whether to the actual knowledge of the recipient the individual who gave the gift personally paid for the gift or sought a tax deduction or business reimbursement for the gift; and (c) whether to the actual knowledge of the recipient the individual who gave the gift also at the same time gave the same or similar gifts to other Board members or employees, or their spouses or immediate family members.

8. Food or refreshments not exceeding \$75 per person in value on a single calendar day; provided that the food or refreshments are: (a) consumed on the premises from which they were purchased or prepared; or (b) catered. "Catered" means food or refreshments that are purchased ready to consume which are delivered by any means.
9. Food, refreshments, lodging, transportation, and other benefits resulting from outside business or employment activities (or outside activities that are not connected to the official duties of a Board member or employee), if the benefits have not been offered or enhanced because of the official position or employment of the Board member or employee, and are customarily provided to others in similar circumstances.
10. Intra-governmental and inter-governmental gifts. "Intra-governmental gift" means any gift given to a Board member or employee from another Board member or employee, and "inter-governmental gift" means any gift given to a Board member or employee from an officer or employee of another governmental entity.
11. Bequests, inheritances, and other transfers at death.
12. Any item or items from any one prohibited source during any calendar year having a cumulative total value of less than \$100.

Each of the listed exceptions is mutually exclusive and independent of every other.

A Board member or employee, his or her spouse or an immediate family member living with the Board member or employee, does not violate this policy if the recipient promptly takes reasonable action to return a gift from a prohibited source to its source or gives the gift or an amount equal to its value to an appropriate charity that is exempt from income taxation under 26 U.S.C. §501(c)(3).

### Enforcement

The Board President and Special Education Director shall seek guidance from the Board attorney concerning compliance with and enforcement of this policy and State ethics laws. Written complaints alleging a violation of this policy shall be filed with the Special Education Director or Board President. If attempts to correct any misunderstanding or problem do not resolve the matter, the Special Education Director or Board President shall, after consulting with the Board attorney, either place the alleged violation on a Board meeting agenda for the Board's disposition or refer the complainant to Board policy 2:260, *Uniform Grievance Procedure*. A Board member who is related, either by blood or by marriage, up to the degree of first cousin, to the person who is the subject of the complaint, shall not participate in any decision-making capacity for the Board. If the Board finds it more likely than not that the allegations in a complaint are true, it shall notify the State's Attorney and/or consider disciplinary action for the employee.

### Definitions

Unless otherwise stated, all terms used in this policy have the definitions given in the State Officials and Employees Ethics Act, 5 ILCS 430/1-5.

"Political activity" means:

1. Preparing for, organizing, or participating in any political meeting, political rally, political demonstration, or other political event.

2. Soliciting contributions, including but not limited to the purchase of, selling, distributing, or receiving payment for tickets for any political fundraiser, political meeting, or other political event.
3. Soliciting, planning the solicitation of, or preparing any document or report regarding anything of value intended as a campaign contribution.
4. Planning, conducting, or participating in a public opinion poll in connection with a campaign for elective office or on behalf of a political organization for political purposes or for or against any referendum question.
5. Surveying or gathering information from potential or actual voters in an election to determine probable vote outcome in connection with a campaign for elective office or on behalf of a political organization for political purposes or for or against any referendum question.
6. Assisting at the polls on Election Day on behalf of any political organization or candidate for elective office or for or against any referendum question.
7. Soliciting votes on behalf of a candidate for elective office or a political organization or for or against any referendum question or helping in an effort to get voters to the polls.
8. Initiating for circulation, preparing, circulating, reviewing, or filing any petition on behalf of a candidate for elective office or for or against any referendum question.
9. Making contributions on behalf of any candidate for elective office in that capacity or in connection with a campaign for elective office.
10. Preparing or reviewing responses to candidate questionnaires.
11. Distributing, preparing for distribution, or mailing campaign literature, campaign signs, or other campaign material on behalf of any candidate for elective office or for or against any referendum question.
12. Campaigning for any elective office or for or against any referendum question.
13. Managing or working on a campaign for elective office or for or against any referendum question.
14. Serving as a delegate, alternate, or proxy to a political party convention.
15. Participating in any recount or challenge to the outcome of any election.

With respect to an employee whose hours are not fixed, "compensated time" includes any period of time when the employee is on premises under the control of the Joint Agreement and any other time when the employee is executing his or her official duties, regardless of location.

"Prohibited source" means any person or entity who:

1. Is seeking official action by: (a) a Board member, or (b) an employee, or by the Board member or another employee directing that employee;
2. Does business or seeks to do business with: (a) a Board member, or (b) an employee, or with the Board member or another employee directing that employee;
3. Conducts activities regulated by: (a) a Board member, or (b) an employee or by the Board member or another employee directing that employee;
4. Has an interest that may be substantially affected by the performance or non-performance of the official duties of the Board member or employee;
5. Is registered or required to be registered with the Secretary of State under the Lobbyist Registration Act, except that an entity does not become a prohibited source merely because a registered lobbyist is one of its members or serves on its board of directors; or
6. Is an agent of, a spouse of, or an immediate family member living with a prohibited source.

"Gift" means any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to government employment or the official position of a Board member or employee.



## Complaints of Sexual Harassment Made Against Board Members by Elected Officials

Pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/70-5), members of the Board and other elected officials are encouraged to promptly report claims of sexual harassment by a Board member. Every effort should be made to file such complaints as soon as possible, while facts are known and potential witnesses are available. If the official feels comfortable doing so, he or she should directly inform the individual that the individual's conduct or communication is offensive and must stop.

Board members and elected officials should report claims of sexual harassment against a member of the Board to the Board President or Special Education Director. If the report is made to the Special Education Director, the Special Education Director shall promptly notify the President, or if the President is the subject of the complaint, the Vice President. Reports of sexual harassment will be confidential to the greatest extent practicable.

When a complaint of sexual harassment is made against a member of the Board by another Board member or other elected official, the Special Education Director shall appoint a qualified outside investigator who is not a Joint Agreement employee or Board member to conduct an independent review of the allegations. The investigator shall prepare a written report and submit it to the Board.

If a Board member has engaged in sexual harassment, the matter will be addressed in accordance with the authority of the Board.

The Special Education Director will post this policy on the Joint Agreement website and/or make this policy available in the Joint Agreement's administrative office.

CROSS REF.: 2:100 (Governing Board Member Conflict of Interest), 2:260 (Uniform Grievance Procedure), 4:60 (Purchases and Contracts), 5:120 (Employee Ethics; Conduct; and Conflict of Interest)

ADOPTED: January 22, 2020

**Midstate Special Education Coop**

## **2:110 Qualifications, Term, and Duties of Governing Board Officers**

The Governing Board officers are: President, Vice President, and Secretary.

The board member representative of the Executive Board Chairperson's district shall serve as the President of the Governing Board. The President shall have all duties and responsibilities as provided by the laws of the State of Illinois. The President's term shall be for one year and coincide with MSSSED's fiscal year. In the event the President cannot continue to serve, the Executive Board Chairperson's district shall appoint a successor member from its district's Board of Education. Such member will assume the duties of President of the Governing Board.

The board member representative of the Executive Board Vice-Chairperson's district shall serve as the Vice-President of the Governing Board. The Vice-President shall have all duties and responsibilities as provided by the laws of the State of Illinois. The Vice-President's term shall be for one year and coincide with MSSSED's fiscal year.

The Governing Board shall appoint the Executive Secretary of the Joint Agreement to serve as the secretary of the Governing Board.

The Governing Board shall meet at least annually, and at such other times as it may be called by the President or any two (2) Governing Board Members.

Annually, the Executive Committee shall appoint, by a majority vote of those attending a duly called meeting, a Chairperson and Vice-Chairperson. The Chairperson and Vice-Chairpersons' term shall be for one year and coincide with MSSSED's fiscal year. The Executive Secretary of the Joint Agreement shall serve as the Secretary of the Executive Committee.

ADOPTED: January 22, 2020

**Midstate Special Education Coop**

## **2:125 Board Member Compensation; Expenses**

### Board Member Compensation Prohibited

Board members provide volunteer service to the community and may not receive compensation for services, except that a Board member serving as the Board Secretary may be paid an amount up to the statutory limit if the Board so provides.

### Roll Call Vote

All Board member expense requests for travel, meals, and/or lodging must be approved by roll call vote at an open meeting of the Board.

### Regulation of Cooperative Expenses

The Board regulates the reimbursement of all travel, meal, and lodging expenses in the Cooperative by resolution. No later than approval of the annual budget and when necessary, the Director will recommend a maximum allowable reimbursement amount for expenses to be included in the resolution. The recommended amount should be based upon the Cooperative's budget and other financial considerations.

Money shall not be reimbursed or purchase orders issued for: (1) the expenses of any person except the Board member, (2) anyone's personal expenses, or (3) entertainment expenses. Entertainment includes, but is not limited to, shows, amusements, theaters, circuses, sporting events, or any other place of public or private entertainment or amusement, unless the entertainment is ancillary to the purpose of the program or event.

### Exceeding the Maximum Allowable Reimbursement Amount(s)

All requests for expense reimbursements and/or purchase orders that exceed the maximum allowable reimbursement amount set by the Board may only be approved by it when:

1. The Board's resolution to regulate expenses allows for such approval;
2. An emergency or other extraordinary circumstance exists; and
3. The request is approved by a roll call vote at an open Board meeting.?

### Reimbursements and Purchase Orders

Expense reimbursement is not guaranteed and, when possible, Board members should seek pre-approval of expenses by providing an estimation of expenses on the Board's standardized estimated expense approval form, except in situations when the expense is diminutive. When pre-approval is not sought, Board members must seek reimbursement on the Board's standardized expense reimbursement form. Expense reimbursements and purchase orders shall be presented to the Board in its regular bill process.

### Standardized Expense Form(s) Required

All requests for expense reimbursement and/or purchase orders in the Cooperative must be submitted on the appropriate itemized, signed standardized form(s). The form(s) must show the following information:

1. The amount of the estimated or actual expense, with attached receipts for actual incurred expenses.
2. The name and office of the Board member who is requesting the expense reimbursement. Receipts from group functions must include the names, offices, and job titles of all participants.
3. The date(s) of the official business on which the expense will be or was expended.

4. The nature of the official business conducted when the expense will be or was expended.

#### Types of Official Business for Expense Reimbursements and Purchase Orders

1. Registration. When possible, registration fees will be paid by the Cooperative in advance.
2. Travel. The least expensive method of travel will be used, providing that no hardship will be caused to the Board member. Board members will be reimbursed for:
  - a. Air travel at the coach or economy class commercial airline rate. First class or business class air travel will be reimbursed only if emergency circumstances warrant. The emergency circumstances must be explained on the expense form and Board approval of the additional expense is required. Fees for the first checked bag will be reimbursed. Copies of airline tickets and baggage receipts must be attached to the expense form.
  - b. Rail or bus travel at actual cost. Rail or bus travel costs may not exceed the cost of coach airfare. Copies of tickets must be attached to the expense form to substantiate amounts.
  - c. Use of personal automobiles at the standard mileage rate approved by the Internal Revenue Service for income tax purposes. The reimbursement may not exceed the cost of coach airfare. Mileage for use of personal automobiles in trips to and from transportation terminals will also be reimbursed. Toll charges and parking costs will be reimbursed.
  - d. Automobile rental costs when the vehicle's use is warranted. The circumstances for such use must be explained on the expense form.
  - e. Taxis, airport limousines, ride sharing or other local transportation costs.
3. Meals. Board members will be reimbursed for meal costs and tips up to the current IRS reimbursement rate consistent with the maximum allowable reimbursement amount(s) set by the Board. Tips are included with meal charges. Expense forms must explain the meal charges incurred. Alcoholic beverages will not be reimbursed.
4. Lodging. Board members should request conference rate or mid-fare room accommodations. A single room rate will be reimbursed. Board members should pay personal expenses at checkout. If that is impossible, deductions for the charges should be made on the expense form.
5. Miscellaneous Expenses. Board members may seek reimbursement for other expenses incurred while attending a meeting sponsored by organizations described herein by fully describing the expenses on the expense form, attaching receipts.

#### Additional Requirements for Travel Expenses Charged to Federal and State Grants

All Board member expenses for travel charged to a federal grant or State grant governed by the Grant Accountability and Transparency Act (30 ILCS 708/) must comply with Board policy 5:60, *Expenses*, and its implementing procedures. Travel expenses include costs for transportation, lodging, meals, and related items.

CROSS REF.: 2:100 (Board Member Conflict of Interest), 2:120 (Board Member Development), 2:240 (Board Policy Development), 4:50 (Payment Procedures), 4:55 (Use of Credit and Procurement Cards), 5:60 (Expenses)

Adopted: June 17, 2020

## 2:125-E1 Exhibit - Board Member Expense Reimbursement Form

Submit to the Superintendent, who will include this request in the monthly list of bills presented to the School Board. Please print and attach receipts for all expenditures. **Use of this form is required by 2:125-E3, Resolution to Regulate Expense Reimbursements. Please print.**

Name: \_\_\_\_\_ Title/Office: \_\_\_\_\_

Travel Destination: \_\_\_\_\_ Purpose: \_\_\_\_\_

Departure Date: \_\_\_\_\_ Return Date: \_\_\_\_\_

**Receipts attached** Request Date: \_\_\_\_\_

**Estimated expenses attached** (Completed 2:125-E2, Board Member Estimated Expense Approval Form)(pre-approval is required for federal and State grants).

**Approved expense advancement (voucher) attached, if applicable\*** (Completed 2:125-E2, Board Member Estimated Expense Approval Form.)

### Actual Expense Report

\* Board members will be reimbursed for actual and necessary expenses that exceed the amount advanced, but must refund any expense advancement that exceeds the actual and necessary expenses incurred. 105 ILCS 5/10-22.32. For federal and State grants, board members will be reimbursed for actual and necessary expenses that exceed estimated expenses as permitted by Board policy 2:125, *Board Member Compensation; Expenses*.

Auto Travel Allowance: \_\_\_\_\_ per mile

Date	Auto Mileage		Transp. Expenses	Lodging	Meals or Per Diem			Other		Daily Total
	Miles	Cost			Bkfst	Lunch	Dinner	Item	Cost	
<b>Subtotal</b>										
<b>Advances</b>									-	
<b>TOTAL</b> (a negative amount indicates refund due from Board member)									\$	

Submitting Board Member's Signature \_\_\_\_\_ Date \_\_\_\_\_

Superintendent Signature \_\_\_\_\_ Date \_\_\_\_\_

**School Board Action:**

**Approved**

**Denied**

**Approved in Part**

**Exceeds Maximum Allowable Amount**

**Grant Funding Source** (if applicable): \_\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

DATED : May 8, 2020

**Midstate Special Education Coop**



<b>Total</b>										<b>\$</b>

Submitting Board Member's Signature \_\_\_\_\_ Date

\_\_\_\_\_

Superintendent Signature \_\_\_\_\_ Date

\_\_\_\_\_

**School Board Action:**

**Approved**       **Denied**

**Approved in Part**    **Exceeds Maximum Allowable Amount**

**Grant Funding Source** (if applicable): \_\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

DATED : May 8, 2020

**Midstate Special Education Coop**



## 2:125-E3 Exhibit - Resolution to Regulate Expense Reimbursements

WHEREAS, Section 10-20 of the School Code (105 ILCS 5/10-20) grants boards other powers that are not inconsistent with their duties;

WHEREAS, Section 10 of the Local Government Travel Expense Control Act (50 ILCS 150/, added by P.A. 99-604, eff. 1-1-17) provides that the Board shall by resolution regulate the reimbursement of all travel, meal, and lodging expenses of officers and employees, including, but not limited to: (1) the types of official business for which travel, meal, and lodging expenses are allowed; (2) maximum allowable reimbursement for travel, meal, and lodging expenses; and (3) a standardized form for submission of travel, meal, and lodging expenses supported with minimum documentation;

WHEREAS, the Board regulates the types of expenses that are allowed in Board Policies 2:125, *Board Member Compensation; Expenses* and 5:60, *Expenses*;

WHEREAS, based upon the School District's budget and other financial considerations, the Superintendent has recommended to the Board a maximum allowable reimbursement amount of \$1,500.00 for Board members and District staff;

WHEREAS, the Board requires submission of appropriate standardized expense forms supported with required written minimum documentation (50 ILCS 150/10 and 20);

WHEREAS, submitted expenses that exceed the Board's maximum allowable reimbursement amount may be approved by a roll call vote at an open meeting of the Board when an emergency or other extraordinary circumstance exists (50 ILCS 150/10 and 15);

WHEREAS, all Board member expenses must be approved by a roll call vote at an open meeting of the Board (50 ILCS 150/15);

THEREFORE, BE IT RESOLVED, that the Board hereby:

1. Defines and sets the types of allowable expenses through Board policy 2:125, *Board Member Compensation; Expenses* and 5:60, *Expenses*.
2. Sets the maximum allowable reimbursement for travel, meal, and lodging expenses to an amount not to exceed \$1,500.00, effective on January 18, 2017 until the Resolution is rescinded or replaced by the Board.
3. Supersedes its previously adopted *Resolution to Regulate Expense Reimbursements* as of the effective date in paragraph two above.
4. Requires use of Board exhibits 2:125-E1, *Board Member Expense Reimbursement Form*; 2:125-E2, *Board Member Estimated Expense Approval Form*; 5:60-E1, *Employee Expense Reimbursement Form*; and 5:60-E2, *Employee Estimated Expense Approval Form*.
5. May approve expenses that exceed the Board's maximum allowable reimbursement amount by a roll call vote at an open meeting when an emergency or other extraordinary circumstance exists.
6. Must approve its members' expenses by a roll call vote at an open meeting.

Attested by: \_\_\_\_\_, Board President

Attested by: \_\_\_\_\_, Board Secretary

DATED: January 18, 2017

## 2:140 Communications To and From the Board

The Governing Board and Executive Committee (Board) welcomes communications from staff members, parents/guardians, students, and community members. Individuals may submit questions or communications for the Board's consideration to the Director or may use the electronic link to the Executive Committee Member's email address(es) posted on the Cooperative's website.

The Director or designee shall:

1. Ensure that the home page for the Cooperative's website contains an active electronic link to the email address(es) for the Executive Committee, and
2. During the Board's regular meetings, report for the Board's consideration all questions or communications submitted through the active electronic link along with the status of the Cooperative's response in the Board meeting packet.

If contacted individually, Board members will refer the person to the appropriate level of authority, except in unusual situations. Board members' questions or communications to staff or about programs will be channeled through the Director's office. Board members will not take individual action that might compromise the Board or Cooperative. There is no expectation of privacy for any communication sent to the Board or its members, whether sent by letter, email, or other means.

### Board Member Use of Electronic Communications

For purposes of this section, *electronic communications* includes, without limitation, electronic mail, electronic chat, instant messaging, texting, and any form of social networking. Electronic communications among a majority or more of a Board-quorum shall not be used for the purpose of discussing Cooperative business. Electronic communications among Board members shall be limited to: (1) disseminating information, and (2) messages not involving deliberation, debate, or decision-making. The following list contains examples of permissible electronic communications:

- Agenda item suggestions
- Reminders regarding meeting times, dates, and places
- Board meeting agendas or information concerning agenda items
- Individual emails to community members, subject to the other limitations in this policy

In accordance with the Open Meetings Act and the Oath of Office taken by Board members, individual Board members will not (a) reply to an email on behalf of the entire Board, or (b) engage in the discussion of Cooperative business through electronic communications with a majority of a Board-quorum.

CROSS REF.: 2:220 (Board Meeting Procedure), 3:30 (Chain of Command), 8:110 (Public Suggestions and Concerns)

ADOPTED: January 22, 2020

## 2:140-E Exhibit - Guidance for Board Member Communications, Including Email Use

The Open Meetings Act (OMA) requires the Governing Board and/or Executive Committee (Board) to discuss Cooperative business only at a properly noticed Board meeting. 5 ILCS 120/. Other than during a Board meeting, a majority or more of a Board-quorum may not engage in contemporaneous interactive communication, whether in person or electronically, to discuss Cooperative business. This *Guidance* assumes a Board has seven members and covers issues arising from Board policy 2:140, *Communications To and From the Board*.

### Communications Between or Among Board Members and/or the Director Outside of a Properly Noticed Board Meeting

1. The Director or designee is permitted to email information to Board members. For example, the Director may email Board meeting agendas and supporting information to Board members. When responding to a single Board member's request, the Director should copy all other Board members and include a *do not reply/forward* alert to the group, such as: "**BOARD MEMBER ALERT: This email is in response to a request. Do not reply or forward to the group but only to the sender.**"
2. Board members are permitted to discuss any matter except Cooperative business with each other, whether in person or by telephone or email, regardless of the number of members participating in the discussion. For example, they may discuss league sports, work, or current events.
3. Board members are permitted to provide information to each other, whether in person or by telephone or email, that is non-deliberative and non-substantive. Examples of this type of communication include scheduling meetings and confirming receipt of information.
4. A Board member is not permitted to discuss Cooperative business with more than one other Board member at a time, whether in person or by telephone or email. Stated another way, a Board member may discuss Cooperative business in person or by telephone or email with only one other Board member at a time. However, a Board member should not facilitate interactive communication by discussing Cooperative business in a series of visits with, or telephone calls or emails to, Board members individually.
5. A Board member should include a *do not reply/forward* alert when emailing a message concerning Cooperative business to more than one other Board member. The following is an example of such an alert: "**BOARD MEMBER ALERT: This email is not for interactive discussion purposes. The recipient should not reply to it or forward it to any other individual.**"
6. Board members should not forward email received from another Board member.

### When Must the Electronic Communications Sent or Received by Individual Board Members Be Disclosed Pursuant to a Freedom of Information Act (FOIA) Request?

An electronic communication must be disclosed if it is a *public record* as defined by FOIA, unless a specific exemption applies. A public record is any recorded information "pertaining to the transaction of public business, regardless of physical form or characteristics, having been prepared by or for, or having been or being used by, received by, in the possession of, or under the control of any public body." 5 ILCS 140/2. Email sent or received by an individual Board member may be, depending on the content and circumstances, subject to disclosure as a *public record* (unless a FOIA exemption is applicable).

If a Board member uses a Cooperative-provided device or email address to discuss public business, the email is subject to disclosure under FOIA, barring an applicable exemption. If a Board member uses a private device and email address, the communication is subject to FOIA if it satisfies this test:

**First**, the communication pertains to the transaction of public business, and

**Second**, the communication was: (1) prepared by a public body, (2) prepared for a public body, (3) used by a public body, (4) received by a public body, (5) possessed by a public body, and/or (6) controlled by a public body.

This test is from the appellate court decision in City of Champaign v. Madigan, 992 N.E.2d 629 (Ill.App.4th 2013).

The following *examples* describe FOIA's treatment of electronic communications:

1. If an electronic communication does not pertain to public business, it is not a public record and is not subject to a FOIA request.
2. An electronic communication pertaining to public business that is:
  - a. Sent and/or received by an individual Board member using a personal electronic device and personal email address while he or she is at home or work **would not be a public record**. Individual Board members, alone, cannot conduct school Cooperative business. As stated earlier, emails among a majority or more of a Board-quorum violate OMA and, thus, are subject to disclosure during proceedings to enforce OMA.
  - b. Sent and/or received by an individual Board member on a Cooperative-issued device or Cooperative-issued email address **will be a public record** and subject to FOIA. The electronic communication is under the control of the Cooperative.
  - c. Received by an individual Board member on a personal electronic device and then forwarded by the Board member to a Cooperative-owned device or server **will be a public record** and subject to FOIA. The electronic communication is under the control of the Cooperative.
  - d. Received by an individual Board member using a personal electronic device and personal email address, and then forwarded by the Board member to enough members to constitute a majority or more of a Board-quorum **will be a public record** and subject to FOIA. The electronic communication is in the Cooperative's possession.
  - e. Either sent to or from a Board member's personal electronic device during a Board meeting **will be a public record** and subject to FOIA. The electronic communication is in the Cooperative's possession because Board members were functioning collectively as a public body.

The Cooperative's Freedom of Information Officer and/or Board Attorney will help determine when a specific communication must be disclosed pursuant to a FOIA request.

#### When Must Electronic Communications Be Retained?

Email that qualifies under FOIA as a *public record* will need to be stored pursuant to the Local Records Act (LRA), only if it is evidence of the Cooperative's organization, function, policies, procedures, or activities or contains informational data appropriate for preservation. 50 ILCS 205/. An example is any email from a Board officer concerning a decision made in his or her capacity as an officer. If a Board member uses his or her personal email, he or she must copy this type of email to the appropriate Cooperative office where it will be stored. If made available, Board members should use their email accounts provided by the Cooperative, and the Cooperative will automatically store the official record messages. The Cooperative will delete these official record messages as provided in an applicable, approved **retention schedule**. Of course, email pertaining to public business that is sent or received by a Board Member using a Cooperative-issued device or email address will be subject to FOIA, even if the email does not need to be retained under the LRA.

**Important:** Do not destroy any email concerning a topic that is being litigated without obtaining the

Board attorney's direction. In federal lawsuits, there is an automatic discovery of virtually all types of electronically created or stored data that might be relevant. Attorneys will generally notify their clients at the beginning of a legal proceeding not to destroy any electronic records that might be relevant. This is referred to as a *litigation hold*. For more discussion of a litigation hold, see 2:250-AP2, *Protocols for Record Preservation and Development of Retention Schedules*. In addition, any person who knowingly with the intent to defraud any party destroys, removes, or conceals any public record commits a Class 4 felony. 50 ILCS 205/4.

DATED: January 22, 2020

**Midstate Special Education Coop**

## **2:160 Board Attorney**

The Executive Committee may retain legal services with one or more attorneys or law firms to be the Board Attorney(s). The Board Attorney represents the Executive Committee in its capacity as the governing body for the Executive Committee. The Board Attorney serves on a retainer or other fee arrangement as determined in advance. The Board Attorney will provide services as described in the agreement for legal services or as memorialized by an engagement letter. The Cooperative will only pay for legal services that are provided in accordance with the agreement for legal services, as memorialized by and engagement letter, or that are otherwise authorized by this policy or a majority of the Board.

The Director, his or her designee, and the Executive Committee President, are each authorized to confer with and/or seek the legal advice of the Board Attorney. The Executive Committee may also authorize a specific Board member to confer with the Board Attorney on its behalf

The Director may authorize the Board Attorney to represent the Cooperative in any legal matter until the Executive Committee Board has an opportunity to be informed of and/or consider the matter.

The Executive Committee Board retains the right to consult with or employ other attorneys and to terminate the service of any attorney.

Adopted: June 17, 2020

**Midstate Special Education Coop**

## **2:170 Procurement of Architectural, Engineering, and Land Surveying Services**

The Governing Board selects architects, engineers, and land surveyors to provide professional services to the District on the basis of demonstrated competence and qualifications, and in accordance with State law.

Adopted: June 17, 2020

**Midstate Special Education Coop**

## 2:200 Types of Board Meetings

### General

For all meetings of the Governing Board and/or Executive Committee and its committees, the Special Education Director or designee shall satisfy all notice and posting requirements contained herein, as well as the Open Meetings Act. This shall include mailing meeting notifications to news media that have officially requested them, and to others as approved by the Governing Board. Unless otherwise specified, all meetings are held in the Joint Agreement's administrative offices. Board policy 2:220, *Board Meeting Procedure*, governs meeting quorum requirements.

Board members may attend meetings via a telephone conference call and speaker telephone.

The Director is designated on behalf of the Board and each Board committee to receive the training on compliance with the Open Meetings Act that is required by Section 1.05(a) of that Act. The Director may identify other employees to receive the training. In addition, each Board member must complete a course of training on the Open Meetings Act as required by Section 1.05(b) or (c) of that Act.

### Regular Meetings

The Governing Board and/or Executive Committee announces the time and place for its regular meetings at the beginning of each fiscal year. The Special Education Director shall prepare and make available the calendar of regular Board meetings in accordance with the School Code. The regular meeting calendar may be changed with 10 days' notice in accordance with State law.

A meeting agenda shall be posted at the administrative office and on the website or other location where the meeting is to be held, at least 48 hours before the meeting.

### Closed Meetings

The Governing Board and/or Executive Committee, and its committee's may meet in a closed meeting to consider the following subjects:

1. The appointment, employment, compensation, discipline, performance, or dismissal of specific employees, specific individuals who serve as independent contractors in a park, recreational, or educational setting, or specific volunteers of the public body or legal counsel for the public body, including hearing testimony on a complaint lodged against an employee, a specific individual who serves as an independent contractor in a park, recreational, or educational setting, or a volunteer of the public body or against legal counsel for the public body to determine its validity. However, a meeting to consider an increase in compensation to a specific employee of a public body that is subject to the Local Government Wage Increase Transparency Act may not be closed and shall be open to the public and posted and held in accordance with [the Open Meetings Act]. 5 ILCS 120/2(c)(1), amended by P.A. 101-459.
2. Collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees. 5 ILCS 120/2(c)(2).
3. The selection of a person to fill a public office, as defined in this Act, including a vacancy in a public office, when the public body is given power to appoint under law or ordinance, or the discipline, performance or removal of the occupant of a public office, when the public body is given power to remove the occupant under law or ordinance. 5 ILCS 120/2(c)(3).
4. Evidence or testimony presented in open hearing, or in closed hearing where specifically authorized by law, to a quasi-adjudicative body, as defined in this Act, provided that the body prepares and makes available for public inspection a written decision setting forth its determinative reasoning. 5 ILCS 120/2(c)(4).
5. The purchase or lease of real property for the use of the public body, including meetings held for



- the purpose of discussing whether a particular parcel should be acquired. 5 ILCS 120/2(c)(5).
6. The setting of a price for sale or lease of property owned by the public body. 5ILCS 120/2(c)(6).
  7. The sale or purchase of securities, investments, or investment contracts. 5 ILCS 120/2(c)(7).
  8. Security procedures, school building safety and security, and the use of personnel and equipment to respond to an actual, a threatened, or a reasonably potential danger to the safety of employees, students, staff, the public, or public property. 5ILCS 120/2(c)(8).
  9. Student disciplinary cases. 5 ILCS 120/2(c)(9).
  10. The placement of individual students in special education programs and other matters relating to individual students. 5 ILCS 120/2(c)(10).
  11. Litigation, when an action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting. 5 ILCS 120/2(c)(11).
  12. The establishment of reserves or settlement of claims as provided in the Local Governmental and Governmental Employees Tort Immunity Act, if otherwise the disposition of a claim or potential claim might be prejudiced, or the review or discussion of claims, loss or risk management information, records, data, advice or communications from or with respect to any insurer of the public body or any intergovernmental risk management association or self insurance pool of which the public body is a member. 5 ILCS 120/2(c)(12).
  13. Self-evaluation, practices and procedures, or professional ethics, when meeting with a representative of a statewide association of which the public body is a member. 5 ILCS 120/2(c)(16).
  14. Discussion of minutes of meetings lawfully closed under this Act, whether for purposes of approval by the body of the minutes or semi-annual review of the minutes as mandated by Section 2.06. 5 ILCS 120/2(c)(21).
  15. Meetings between internal or external auditors and governmental audit committees, finance committees, and their equivalents, when the discussion involves internal control weaknesses, identification of potential fraud risk areas, known or suspected frauds, and fraud interviews conducted in accordance with generally accepted auditing standards of the United States of America. 5 ILCS 120/2(c)(29).

The Board may hold a closed meeting, or close a portion of a meeting, by a majority vote of a quorum, taken at an open meeting. The vote of each Board member present, and the reason for the closed meeting, will be publicly disclosed at the time of the meeting and clearly stated in the motion and the meeting minutes.

A single motion calling for a series of closed meetings may be adopted by a Governing Board and/or Executive Committee quorum when such meetings will involve the same particular matters and are scheduled to be held within three months of the vote.

No final Board action will be taken at a closed meeting.

#### Reconvened or Rescheduled Meetings

A meeting may be rescheduled or reconvened. Public notice of a rescheduled or reconvened meeting shall be given in the same manner as that for a special meeting, except that no public notice is required when the original meeting is open to the public and: (1) is to be reconvened within 24 hours, or (2) an announcement of the time and place of the reconvened meeting was made at the original meeting and there is no change in the agenda.

#### Special Meetings

Special meetings may be called by the President, the Special Education Director, or the Executive

Committee by giving notice thereof, in writing, stating the time, place, and purpose of the meeting to remaining Board members by mail at least 48 hours before the meeting, or by personal service at least 24 hours before the meeting.

Public notice of a special meeting is given by posting a notice at the Joint Agreement's administration office at least 48 hours before the meeting and by notifying the news media that have filed a written request for notice. A meeting agenda shall accompany the notice.

All matters discussed by the Governing Board and/or Executive Committee at any special meeting must be related to a subject on the meeting agenda.

### Emergency Meetings

Public notice of emergency meetings shall be given as soon as practical, but in any event, before the meeting to news media that have filed a written request for notice.

### Posting on the District's Website

In addition to the other notices specified in this policy, the Special Education Director or designee shall post the following on the website: (1) the annual schedule of regular meetings, which shall remain posted until the Board approves a new schedule of regular meetings; (2) a public notice of all Board meetings; and (3) the agenda for each meeting which shall remain posted until the meeting is concluded.

CROSS REF.: 2:220 (Board Meeting Procedure), 2:230 (Public Participation at Governing Board Meetings and Petitions to the Board), 6:235 (Access to Electronic Networks)

ADOPTED: January 22, 2020

**Midstate Special Education Coop**

## 2:220 Board Meeting Procedure

### Agenda

The Board President or Chairperson is responsible for focusing the Board meetings' agendas on appropriate content. The Special Education Director shall prepare agendas in consultation with the Board President or Chairperson.

Each Board meeting agenda shall contain the general subject matter of any item that will be the subject of final action at the meeting. Items submitted by Governing Board/Executive Board members to the Special Education Director shall be placed on the agenda for an upcoming meeting. District residents may suggest inclusions for the agenda. Discussion items may be added to the agenda at the beginning of a regular meeting. The Board will take final action only on items contained in the posted agenda; items not on the agenda may still be discussed.

The Special Education Director or designee shall provide a copy of the agenda, with adequate data and background information, to each Governing Board/Executive Committee member at least 48 hours before each meeting, except a meeting held in the event of an emergency.

The Board President or Chairperson shall determine the order of business at regular Governing Board/Executive Committee meetings. Upon consent of a majority of members present, the order of business at any meeting may be changed.

### Voting Method

Unless otherwise provided by law, when a vote is taken upon any measure before the Governing Board/Executive Committee, with a quorum being present, a majority of the votes cast shall determine its outcome. A vote of "abstain" or "present," or a vote other than "yea" or "nay," or a failure to vote, is counted for the purposes of determining whether a quorum is present. A vote of "abstain" or "present," or a vote other than "yea" or "nay," or a failure to vote, however, is not counted as a "yea" or "nay" in determining whether a measure has been passed by the Board. However, an "abstain" or "present," or a vote other than "yea" or "nay," or a failure to vote, is counted as a negative vote when: (1) an "affirmative vote" of a majority is required by statute for passage, or (2) the Board is acting in a quasi-judicial manner and a member's participation would be unfair, such as, when the member was not present for the entire hearing. The sequence for casting votes shall be rotated.

On all questions involving the expenditure of money and on all questions involving the closing of a meeting to the public, a roll call vote shall be taken and entered in the Board's minutes. An individual Board member may request that a roll call vote be taken on any other matter; the President or other presiding officer may approve or deny the request but a denial is subject to being overturned by a majority vote of the members present.

### Minutes

The Board Secretary shall keep written minutes of all Governing Board/Executive Committee meetings (whether open or closed), which shall be signed by the President/Chairperson and the Secretary. The minutes include:

1. The meeting's date, time, and place;
2. Governing Board/Executive Committee members recorded as either present or absent;
3. A summary of the discussion on all matters proposed, deliberated, or decided, and a record of any votes taken;
4. On all matters requiring a roll call vote, a record of who voted "yea" and "nay";
5. If the meeting is adjourned to another date, the time and place of the adjourned meeting;
6. The vote of each member present when a vote is taken to hold a closed meeting or portion of a

meeting, and the reason for the closed meeting with a citation to the specific exception contained in the Open Meetings Act (OMA) authorizing the closed meeting;

7. A record of all motions, the members making the motion and the second;
8. Upon request by a Board member, a record of how he or she voted on a particular motion; and
9. The type of meeting, including any notices and, if a reconvened meeting, the original meeting's date.

The minutes shall be submitted to the Governing Board/Executive Committee for approval or modification at its next regularly scheduled open meeting. Minutes for open meetings must be approved within 30 days after the meeting or at the second subsequent regular meeting, whichever is later.

At least semi-annually in an open meeting, the Board: (1) reviews minutes from closed meetings that are currently unavailable for public release, and (2) decides which, if any, no longer require confidential treatment and are available for public inspection. The Governing Board/Executive Committee may meet in a prior closed session to review the minutes from closed meetings that are currently unavailable for public release.

The official minutes are in the custody of the Board Secretary. Open meetings minutes are available for inspection during regular office hours within 10 days after the Board's approval, in the office of the Special Education Director or designee, in the presence of the Secretary, the Special Education Director or designee, or any Governing Board/Executive Committee member.

Minutes from closed meetings are likewise available, but only if the Board has released them for public inspection, except that Board members may access closed session minutes not yet released for public inspection (1) in the office of the Special Education Director or designee or their official storage location, and (2) in the presence of the records secretary, an administrative official of the public body, or any official of the public body. The minutes, whether reviewed by members of the public or the Board, shall not be removed from in the office of the Special Education Director or designee or their official storage location except by vote of the Board or by court order.

#### Verbatim Record of Closed Meetings

The Special Education Director or designee, or the Board Secretary when the Special Education Director or designee is absent, shall audio record all closed meetings. If neither is present, the Board President, Chairperson or presiding officer shall assume this responsibility. After the closed meeting, the person making the audio recording shall label the recording with the date and store it in a secure location. The Special Education Director shall ensure that: (1) an audio recording device and all necessary accompanying items are available to the Board for every closed meeting, and (2) a secure location for storing closed meeting audio recordings is maintained within the central administrative office.

After 18 months have passed since being made, the audio recording of a closed meeting is destroyed provided the Board approved: (1) its destruction, and (2) minutes of the particular closed meeting.

Individual Board members may access verbatim recordings in the presence of the records secretary, an administrative official of the public body, or any official of the public body. Access to the verbatim recordings is available at the office of the Special Education Director or designee or the verbatim recording's official storage location. Requests shall be made to the Special Education Director or designee or Board President. While a Board member is listening to a verbatim recording, it shall not be re-recorded or removed from the office of the Special Education Director or designee or official storage location, except by vote of the Board or by court order.

Before making such requests, Board members should consider whether such requests are germane to their responsibilities or service to the Joint Agreement. In the interest of encouraging free and open

expression by Board members during closed meetings, the recordings of closed meetings should not be used by Board members to confirm or dispute the accuracy of recollections.

### Quorum

A majority of the full membership of the Governing Board/Executive Committee shall constitute a quorum.

### No Physical Presence of Quorum and Participation by Audio or Video; Disaster Declaration

The ability of the Board to meet in person with a quorum physically present at its meeting location may be affected by the Governor or the Director of the Ill. Dept. of Public Health issuing a disaster declaration related to a public health emergency. The Director determines that an in-person meeting or a meeting conducted under the **Quorum and Participation by Audio or Video Means** subhead above, is not practical or prudent because of the disaster declaration; if the Director is not present or able to perform this determination, the President or Chairperson of the Board or Committee shall serve as the duly authorized designee for purposes of making this determination.

The individual who makes this determination for the Board shall put it in writing, include it on the Board's published notice and agenda for the audio or video meeting and in the meeting minutes, and ensure that the Board meets every OMA requirement for the Board to meet by video or audio conference without the physical presence of a quorum.

### Rules of Order

Unless State law or Board-adopted rules apply, the Board President or Chairperson, as the presiding officer, will use Robert's Rules of Order, Newly Revised, as a guide when a question arises concerning procedure.

### Broadcasting and Recording Board Meetings

Any person may record or broadcast an open Board meeting. Special requests to facilitate recording or broadcasting an open Board meeting, such as seating, writing surfaces, lighting, and access to electrical power, should be directed to the Special Education Director or designee at least 24 hours before the meeting.

Recording meetings shall not distract or disturb Board members, other meeting participants, or members of the public. The Board President or Chairperson may designate a location for recording equipment, may restrict the movements of individuals who are using recording equipment, or may take such other steps as are deemed necessary to preserve decorum and facilitate the meeting.

CROSS REF.: 2:200 (Types of Board Meetings), 2:230 (Public Participation at Governing Board Meetings and Petitions to the Board)

Adopted: August 19, 2020

**Midstate Special Education Coop**

## 2:220-E1 Exhibit - Board Treatment of Closed Meeting Verbatim Recordings and Minutes

The following procedures govern the verbatim audio recordings and minutes of Board meetings that are closed to the public.

<b>Actor</b>	<b>Action</b>
<p><i>Before any Board meeting:</i></p> <p>Special Education Director or designee</p>	<p>Arranges to have an audio recording device with extra recording tapes and a back-up audio recording device in the Board meeting room during every Board meeting regardless of whether a closed meeting is scheduled.</p> <p>The Board may close a portion of a public meeting without prior notice; it cannot, however, have a closed meeting unless it can record the session.</p>
<p><i>Before a closed meeting:</i></p> <p>Board President or presiding officer</p>	<p>On the closed meeting date: (1) convenes an open meeting, (2) requests a motion to adjourn into closed meeting making sure the reason for the meeting is identified in the motion, (3) takes a roll call vote, (4) asks that the minutes record the vote of each member present and the reason for the closed meeting with a citation to the specific exception contained in the Open Meetings Act authorizing the closed meeting (5 ILCS 120/2a), and (5) adjourns the open meeting.</p>
<p><i>Before a closed meeting:</i></p> <p>Special Education Director or Board Secretary</p>	<p>Immediately before a closed meeting, tests and activates the audio recording device.</p>
<p><i>During a closed meeting:</i></p> <p>Board President or presiding officer</p>	<p>Convenes the closed meeting stating:</p> <p>Seeing a quorum of the Governing Board gathered today, ___ date, at ___ o'clock, at ___ location, for the purpose of holding a closed meeting in order to confidentially discuss ___, I call the meeting to order. In order to record who is present, I request that each individual state his or her name and position with the Joint Agreement.</p> <p>Limits discussion to the topics that were included in the motion to go into a closed meeting.</p> <p>The failure to immediately call a person out-of-order who strays from the purposes included in the motion may result in an appearance of acquiescence. This responsibility to call a person out-of-order falls on each Board member in the event of the President's failure.</p> <p>Once the closed meeting is finished, announces a return to an open meeting or adjournment, and states the time.</p>

<p><i>After a closed meeting:</i></p> <p>Special Education Director, Recording Secretary, or Board Secretary</p>	<p><b>For Verbatim Recordings:</b></p> <p>Takes possession of the audio recording of the closed meeting and labels it with identification information, specifically the date and items discussed.</p> <p>Adds the identification information contained on the audio recording's label to a cumulative list of closed meeting recordings.</p> <p>As soon as possible, puts the recording of the closed meeting in the previously identified secure location for storing recordings of closed meetings.</p> <p>Upon request of a Board member:</p> <ol style="list-style-type: none"> <li>1. Provides access to the verbatim recordings minutes at a reasonable time and place without disrupting Joint Agreement operations;</li> <li>2. Supervises the access to the closed session minutes or delegates it to one of the following individuals in the Joint Agreement: <ol style="list-style-type: none"> <li>a. A records secretary,</li> <li>b. An administrative official of the public body, or</li> <li>c. Any elected official of the public body; and</li> </ol> </li> <li>3. Logs the access to the recordings in 2:220-E7, <i>Access to Closed Meeting Minutes and Verbatim Recordings</i>.</li> </ol> <p><b>For Closed Meeting Minutes:</b></p> <p>Prepares written closed meeting minutes that include:</p> <ul style="list-style-type: none"> <li>• The date, time, and place of the closed meeting</li> <li>• The Board members present and absent</li> <li>• A summary of discussion on all matters proposed or discussed</li> <li>• The time the closed meeting was adjourned</li> </ul> <p>Upon request of a Board member:</p> <ol style="list-style-type: none"> <li>1. Provides access to the closed session minutes at a reasonable time and place without disrupting District operations;</li> <li>2. Supervises the access to the closed session minutes or delegates it to one of the following individuals in the District: <ol style="list-style-type: none"> <li>a. A records secretary,</li> <li>b. An administrative official of the public body, or</li> <li>c. Any elected official of the public body; and</li> </ol> </li> <li>3. Logs the access in 2:220-E7, <i>Access to Closed Meeting Minutes and Verbatim Recordings</i>.</li> </ol>
<p><i>After a closed meeting:</i></p> <p>Governing</p>	<p>Approves the previous closed meeting minutes at the next open meeting.</p>

Board	
<p><i>In preparation for the semi-annual review:</i></p> <p>Special Education Director or designee</p>	<p>Prepares a recommendation concerning the continued need for confidential treatment of closed meeting minutes; includes this recommendation in the packet for the meeting in which the Board will conduct its semi-annual review.</p> <p>This step is in preparation of the Board's meeting to decide whether the need for confidential treatment of specific closed meeting minutes continues to exist.</p> <p>If the Board wants to discuss closed meeting minutes in closed session, places "review of unreleased closed meeting minutes" on a closed meeting agenda.</p> <p>Places "result of Board's review of unreleased closed meeting minutes" on a subsequent open meeting agenda.</p>
<p><i>In preparation for the semi-annual review:</i></p> <p>Individual Board members</p>	<p>Before the meetings in which the Board will conduct its semi-annual review, examines the material supplied by the Special Education Director.</p> <p>Individual Board members should consider: (1) the Special Education Director's recommendation, (2) the recommendation of the attorney representing the District, (3) other Board members' opinions, (4) the minutes themselves, and/or (5) whether the minutes would be exempted from public disclosure under the Illinois Freedom of Information Act.</p>
<p><i>During the semi-annual review:</i></p> <p>Governing Board</p>	<p>During an open meeting, decides whether the need for confidential treatment of specific closed meeting minutes continues to exist.</p> <p>The Board may have an earlier meeting in closed session to discuss the continued need for confidential treatment.</p> <p>During the semi-annual review, the Board decides in open session whether: (1) the need for confidentiality still exists as to all or part of closed meeting minutes, or (2) the minutes or portions thereof no longer require confidential treatment and are available for public inspection.</p>
<p><i>After the semi-annual review:</i></p> <p>Special Education Director or designee</p>	<p>Re-labels and re-files closed meeting minutes as appropriate.</p>
<p><i>Monthly, beginning July 2005:</i></p> <p>Board President</p>	<p>Adds "destruction of closed meeting audio recording" as an agenda item to an upcoming open meeting.</p>
<p><i>Monthly</i></p>	



meeting,  
*beginning*  
*July 2005:*  
Governing  
Board

Approves the destruction of particular closed meeting recording(s) that are at least 18 months old and for which approved minutes of the closed meeting already exist.

LEGAL REF.:5 ILCS 120/1 et seq.

DATED:January 18, 2017

**Midstate Special Education Coop**

## 2:220-E2 Exhibit - Motion to Adjourn to Closed Meeting

### Motion to Adjourn to Closed Meeting

**Date:** \_\_\_\_\_ **Time:** \_\_\_\_\_ **Location:**  
\_\_\_\_\_

A motion was made by \_\_\_\_\_, and seconded by \_\_\_\_\_, to adjourn to closed meeting to discuss:

- The appointment, employment, compensation, discipline, performance, or dismissal of specific employees, specific individuals who serve as independent contractors, or specific volunteers of the District or legal counsel for the District, including hearing testimony on a complaint lodged against an employee, a specific individual who serves as an independent contractor, or a volunteer of the District or against legal counsel for the District to determine its validity. However, a meeting to consider an increase in compensation to a specific employee of a public body that is subject to the Local Government Wage Increase Transparency Act may not be closed and shall be open to the public and posted and held in accordance with this Act. 5 ILCS 120/2(c)(1), amended by P.A. 101-459..
- Collective negotiating matters between the District and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees. 5 ILCS 120/2(c)(2).
- The selection of a person to fill a public office, including a vacancy in a public office, when the District is given power to appoint under law or ordinance, or the discipline, performance or removal of the occupant of a public office, when the District is given power to remove the occupant under law or ordinance. 5 ILCS 120/2(c)(3).
- Evidence or testimony presented in open hearing, or in closed hearing where authorized by law, to a quasi-adjudicative body, as defined in this Act, provided that the body prepares and makes available for public inspection a written decision with its determinative reasoning. 5 ILCS 120/2(c)(4).
- The purchase or lease of real property for the use of the District, including meetings held for the purpose of discussing whether a particular parcel should be acquired. 5 ILCS 120/2(c)(5).
- The setting of a price for sale or lease of property owned by the District. 5ILCS 120/2(c)(6).
- The sale or purchase of securities, investments, or investment contracts. 5 ILCS 120/2(c)(7).
- Security procedures, school building safety and security, and the use of personnel and equipment to respond to an actual, a threatened, or a reasonably potential danger to the safety of employees, students, staff, the public, or public property. 5 ILCS 120/2(c)(8).
- Student disciplinary cases. 5 ILCS 120/2(c)(9).
- The placement of individual students in special education programs and other matters relating to individual students. 5 ILCS 120/2(c)(10).
- Litigation, when an action against, affecting or on behalf of the particular District has been filed and is pending before a court or administrative tribunal, or when the District finds that an action is probable or imminent, in which case the basis for the finding shall be recorded and entered into the closed meeting minutes. 5 ILCS 120/2(c)(11).
- The establishment of reserves or settlement of claims as provided in the Local Government and Governmental Employees Tort Immunity Act, if otherwise the disposition of a claim or potential claim

might be prejudiced, or the review or discussion of claims, loss or risk management information, records, data, advice or communications from or with respect to any insurer of the District or any intergovernmental risk management association or self insurance pool of which the District is a member. 5 ILCS 120/2(c)(12).

- Self-evaluation, practices and procedures, or professional ethics, when meeting with a representative of a statewide association of which the District is a member. 5 ILCS 120/2(c)(16).
- Discussion of lawfully closed meeting minutes, whether for purposes of approval by the body of the minutes or semi-annual review of the minutes as mandated by Section 2.06. 5 ILCS 120/2(c)(21).
- Meetings between internal or external auditors and governmental audit committees, finance committees, and their equivalents, when the discussion involves internal control weaknesses, identification of potential fraud risk areas, known or suspected frauds, and fraud interviews conducted in accordance with generally accepted auditing standards of the United States of America. 5 ILCS 120/2(c)(29).

**Closed Meeting Roll Call:**

<b>"Yeas"</b>	<b>"Nays"</b>
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**Motion carried.**

DATED: January 22, 2020

**Midstate Special Education Coop**

## 2:220-E3 Exhibit - Closed Meeting Minutes

### Closed Meeting Minutes

*Items in bold are required by 5 ILCS 120/2.06(a)(1)-(3). Non-bolded items align with best practices.*

<b>Date:</b>	<b>Time:</b>
<b>Location:</b>	
Name of person taking the minutes:	
Name of person recording the closed meeting:	
<b>Names of members present:</b>	<b>Names of members absent:</b>
<b>Summary of the discussion on all matters (as specified in the vote to close the meeting):</b>	
<b>Basis for the finding that litigation is probable or imminent, if applicable (5 ILCS 120/2(c)(11)):</b>	
Time of adjournment or return to open meeting:	
<i>The Board, during its semi-annual review of closed session minutes, has decided these minutes no longer need confidential treatment. 5 ILCS 120/2.06(d).</i>	
<input type="checkbox"/> <b>These minutes are available for public inspection as of: _____ .</b>	
(Date)	

DATED: December 20, 2017

**Midstate Special Education Coop**

## 2:220-E4 Exhibit - Open Meeting Minutes

### Meeting Minutes Protocol

1. Meeting minutes are the permanent record of the proceedings during a Board meeting. All Board action must be recorded in the minutes; thus, the minutes focus on Board action.
2. The minutes only include information provided at the meeting. Information may not be corrected or updated in the minutes unless it was discussed at the meeting.
3. Minutes include a summary of the Board's discussion on an agenda topic; the minutes do not state what is said verbatim. The minutes do not repeat the same point made by different individuals. If appropriate, the minutes include a brief background and an explanation of the circumstances surrounding an issue discussed. The minutes do not include the names of members making specific points during discussion. Requests from individual Board members to include their vote or an opinion are handled according to Board policy 2:220, *School Board Meeting Procedure*.
4. The minutes include the topic of reports that are made to the Board including reports from the Special Education Director or a Board committee. Written reports are filed with the minutes but do not become part of the minutes.
5. The minutes note when a member is not present for the entire meeting due to late arrival and/or early departure.
6. Although items may be considered by the Board in a different order than appeared on the agenda, items in the minutes are generally recorded in the same order as they appeared on the agenda. When a meeting is reconvened on a different date, the minutes must describe what happened on each meeting date.
7. The minutes should be recorded in an objective but positive/constructive tone. Answers and explanations, rather than questions, are recorded. Writing style, including choice of words and sentence structure, is at the discretion of the individual recording the minutes.
8. The minutes include individuals' names who speak during the meeting's public participation segment as well as the topics they address. All written documents presented at a Board meeting are filed with the minutes but do not become part of the minutes.
9. The following template generally governs meeting minutes.

### Open Meeting Minutes

Date:	Time:
Location:	
Type of meeting: <input type="checkbox"/> Regular <input type="checkbox"/> Special <input type="checkbox"/> Reconvened or rescheduled <input type="checkbox"/> Emergency	
Name of person taking the minutes:	
Name of person presiding:	

<p>Members in attendance:</p> <ol style="list-style-type: none"> <li>1.</li> <li>2.</li> <li>3.</li> <li>4.</li> <li>5.</li> <li>6.</li> <li>7.</li> </ol>	<p>Members absent:</p> <ol style="list-style-type: none"> <li>1.</li> <li>2.</li> <li>3.</li> </ol> <p>Members in attendance remotely:</p> <ol style="list-style-type: none"> <li>1.</li> <li>2.</li> <li>3.</li> </ol>
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**Approval of Agenda**

<p>List any items removed from the consent agenda:</p>
<p>Motion made by:</p>
<p>Motion: <input type="checkbox"/> To approve</p>
<p><input type="checkbox"/> To add items as follows: <i>(No action may be taken on new agenda items.)</i></p>
<p>Motion seconded by: _____</p>
<p>Action: <input type="checkbox"/> Passed <input type="checkbox"/> Failed</p>

**Approval of Previous Meeting Minutes** *(Needed only if this item is not on the consent agenda.)*

<p>Minutes from the Board meeting held on:</p>
<p>Motion made by:</p>
<p>Motion: <input type="checkbox"/> To approve</p>

To approve subject to incorporation of the following amendment(s):

Motion seconded by: \_\_\_\_\_

Action:  Passed  Failed

**Public Comments** *(Reproduce this section for each individual making a comment.)*

The following individual appeared and commented on the topic noted below: *(Include the title of any documents presented to the Board.)*

Name:

Topic:

**Remaining Agenda Items** *(Reproduce this section for each agenda item.)*

Agenda item:

Summary of discussion:

Motion made by:

Motion to:

Motion seconded by: \_\_\_\_\_

Action:  Passed  Failed

*(If a roll call vote occurred, record the vote of individual Board members.)*

"Yeas"	"Nays"
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**If Applicable, Approval of Motion to Adjourn to Closed Meeting** *(Insert 2:220-E2, Motion to Adjourn to Closed Meeting.)*

**Approval of Motion to Adjourn**

Motion to adjourn made by:
Motion seconded by: _____
Action: <input type="checkbox"/> Passed <input type="checkbox"/> Failed
Time of adjournment:

**Post-Meeting Action**

Date minutes approved:
Date minutes were available for public inspection:
Date minutes were posted on Joint Agreement website:

DATED: January 18, 2017



## 2:220-E5 Exhibit - Semi-Annual Review of Closed Meeting Minutes

### Logging and Review Process

Step 1. The Board Secretary or Recording Secretary maintains a log of the closed meeting minutes that are unavailable for public inspection. The meeting minutes are logged according to the reason the Board held the closed meeting. 2:220-E6, *Log of Closed Meeting Minutes*.

Step 2. The Board meets in closed session to review the log of unreleased closed meeting minutes. The Board or Recording Secretary brings a copy of all unreleased closed meeting minutes and, if requested, allows Board members to review the actual minutes. The Board identifies which closed meeting minutes or portions thereof no longer need confidential treatment. Use *Report Following the Board's Semi-Annual Review of Closed Meeting Minutes*, below.

Step 3. At least semi-annually in an open meeting, the Board takes action to release for public inspection those minutes, or portions thereof, no longer needing confidential treatment. Use *Action to Accept*, below. Closed meeting minutes will not be released for public inspection if confidential treatment is needed to protect the public interest or the privacy of an individual, including: (1) student disciplinary cases or other matters relating to an individual student, and (2) personnel files and employees' and Board members' personal information.

Step 4. The Board or Recording Secretary: (1) updates the log of unreleased closed meeting minutes to remove any minutes that the Board made available for public inspection; (2) makes a notation on any applicable closed meeting minutes of the Board's action to release it or a portion of it for public inspection; (3) continues to log new closed meeting minutes that the Board has not released for public inspection (2:220-E6, *Log of Closed Meeting Minutes*), and (4) maintains logs for access to closed session minutes pursuant to 5 ILCS 120/2.06(e), amended by P.A. 99-515.

### Report Following the Board's Semi-Annual Review of Closed Meeting Minutes

The Board met on \_\_\_\_\_ in closed session to conduct its semi-annual review of closed meeting minutes that have not been released for public inspection.

The closed meeting minutes, or portions thereof, from the following dates no longer require confidential treatment: (*insert closed meeting dates*)

--	--	--	--	--

The need for confidentiality still exists as to all remaining closed meeting minutes to protect an individual's privacy or the District's interests.

### Action to Accept the Board's Semi-Annual Review of Closed Meeting Minutes

Open meeting date:
Motion to approve the Board's semi-annual review of unreleased closed meeting minutes and to release for public inspection those minutes, or portions thereof, that the Board identified as no longer needing confidential treatment made by:
Motion seconded by:
Action: <input type="checkbox"/> Passed <input type="checkbox"/> Failed

DATED: January 18, 2017

**Midstate Special Education Coop**

## 2:220-E6 Exhibit - Log of Closed Meeting Minutes

The purpose of this log is to facilitate the Board's semi-annual review of closed meeting minutes. See 2:220-E5, *Semi-Annual Review of Closed Meeting Minutes*.

The Board Secretary or Recording Secretary shall maintain a list of closed meeting minutes, arranged according to the reason for the closed meeting, that have not been released for public inspection.

Closed Session Held to Discuss:	Dates of Closed Sessions		
Specific employee(s), specific independent contractors, specific volunteers, or District legal counsel; however, a meeting to consider an increase in compensation to a specific employee of a public body that is subject to the Local Government Wage Increase Transparency Act may not be closed and shall be open to the public and posted and held in accordance with [the Open Meetings Act]. 5 ILCS 120/2(c)(1), amended by P.A. 101-459.			
Collective negotiating matters or deliberations concerning salary schedules for one or more classes of employees.  5 ILCS 120/2(c)(2).			
Selection of a person to fill a vacancy on the Board. 5 ILCS 120/2(c)(3).			
Evidence or testimony presented in a hearing where authorized by law. 5 ILCS 120/2(c)(4).			
Purchase or lease of real property. 5 ILCS 120/2(c)(5).			
Setting of a price for sale or lease of Cooperative property. 5ILCS 120/2(c)(6).			
Sale or purchase of securities, investments, or investment contracts. 5 ILCS 120/2(c)(7).			
Security procedures and the use of personnel and equipment to respond to an actual, a threatened, or a reasonably potential danger. 5 ILCS 120/2(c)(8).			
Student disciplinary cases. 5 ILCS 120/2(c)(9). <i>Minutes of meetings held for this reason shall never be released to protect the individual student's privacy.</i>			

<p>Any matter involving an individual student. 5 ILCS 120/2(c)(10). <i>Minutes of meetings held for this reason shall never be released to protect the individual student's privacy.</i></p>			
<p>Litigation, when an action against, affecting, or on behalf of the Cooperative has been filed and is pending before a court or administrative tribunal, or when the Board finds that an action is probable or imminent. 5 ILCS 120/2(c)(11).</p>			
<p>Establishment of reserves or settlement of claims as provided in the Local Government and Governmental Employees Tort Immunity Act or discussion of claims, loss or risk management information, records, data, advice or communications from or with respect to any insurer of the Cooperative or any intergovernmental risk management association or self insurance pool. 5 ILCS 120/2(c)(12).</p>			
<p>Self-evaluation, practices and procedures or professional ethics, when meeting with an IASB representative. 5 ILCS 120/2(c)(16).</p>			
<p>Minutes of meetings lawfully closed, whether for purposes of approval or semi-annual review. 5 ILCS 120/2(c)(21).</p>			
<p>Meetings between internal or external auditors and governmental audit committees, finance committees, and their equivalents, when the discussion involves internal control weaknesses, identification of potential fraud risk areas, known or suspected frauds, and fraud interviews conducted in accordance with generally accepted auditing standards of the United States of America. 5 ILCS 120/2(c)(29).</p>			

DATED: January 22, 2020

**Midstate Special Education Coop**

## 2:220-E7 Exhibit - Access to Closed Meeting Minutes and Verbatim Recordings

The Board must allow its duly elected officials or appointed officials filling a vacancy of an elected office access to closed session minutes and verbatim recordings (5 ILCS 120/2.06(e)), amended by P.A. 99-515. The following subheads implement the logistics of granting this access.

### Access to Closed Meeting Minutes

*Duplicate this section for each grant of access to closed meeting minutes.*

Date:		Time:		Storage Location:
Name of person(s) responsible for storing the closed meeting minutes:				
<input type="checkbox"/> <b>Access granted</b>				
Date access occurred:		Start time:		
Requesting Board member's name <i>(Please print)</i>				
In the presence of: <i>(Check appropriate box and insert name on line.)</i>				
<input type="checkbox"/> Records secretary				
<input type="checkbox"/> Administrative official of the public body				
<input type="checkbox"/> Any elected official of the public body				

**For requesting Board member:** *(Read the following and sign below.)*

While the Open Meetings Act does not provide a cause of action against me or the Board for disclosing closed session discussions (Swanson v. Board of Police Commissioners, 555 N.E. 2d 35 (1990)), I acknowledge and understand that any disclosures by me of information in the closed session minutes not yet released to the public could subject me to a possible civil action alleging that I created harm to another, i.e., an intentional tort(s).

Requesting Board Member Signature \_\_\_\_\_ Date \_\_\_\_\_

### Verbatim Recording Access

*Duplicate this section for each grant of access to verbatim recordings.*

Date:		Time:		Storage Location:
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Name of person(s) responsible for storing the verbatim recording:				
<input type="checkbox"/> <b>Access granted</b>				
Date access occurred:		Start time:		End time:
Requesting Board member's name <i>(Please print)</i>				
In the presence of: <i>(Check appropriate box and insert name on line.)</i>				
<input type="checkbox"/> Records secretary				
<input type="checkbox"/> Administrative official of the public body				
<input type="checkbox"/> Any elected official of the public body				
<input type="checkbox"/> <b>Access denied</b> <input type="checkbox"/> <b>Access unavailable.</b> Verbatim recording requested is older than 18 months and was destroyed pursuant to 5 ILCS 120/2.06(c).				

**For requesting Board member:** *(Read the following and sign below.)*

While the Open Meetings Act does not provide a cause of action against me or the Board for disclosing closed session discussions (Swanson v. Board of Police Commissioners, 555 N.E. 2d 35 (1990)), I acknowledge and understand that any disclosures by me of information in the verbatim recordings could subject me to a possible civil action alleging that I created harm to another, i.e., an intentional tort(s).

Requesting Board Member Signature \_\_\_\_\_ Date \_\_\_\_\_

DATED: January 18, 2017

**Midstate Special Education Coop**

## 2:220-E8 Exhibit - Governing Board Records Maintenance Requirements and FAQs

### Open Meetings Act

The Open Meetings Act (OMA) requires public bodies to "keep written minutes of all their meetings, whether open or closed, and a verbatim record of all their closed meetings in the form of an audio or video recording." 5 ILCS 120/2.06(a). Minutes must include, but are not limited to: (1) the date, time, and place of the meeting; (2) the members of the public body recorded as either present or absent and whether the members were physically present or present by means of video or audio conference; and (3) a summary of discussion on all matters proposed, deliberated, or decided, and record of any votes taken. Id.

The remainder of Section 2.06 addresses the approval of open meeting minutes, the treatment of verbatim recordings of closed meetings, the semi-annual review of closed meeting minutes, the confidential nature of closed meeting minutes, and the right of persons to address public officials under rules established and recorded by the public body. The requirements of Section 2.06, as well as OMA requirements pertaining to Board agendas, are included in policy 2:220, *School Board Meeting Procedure*.

Exhibit 2:220-E3, *Closed Meeting Minutes*, provides a sample template for keeping closed meeting minutes that incorporates the requirements of Section 2.06 of OMA. It also includes an area to designate if the Board has determined, pursuant to Section 2.06(d), that the closed meeting minutes no longer need confidential treatment.

Exhibit 2:220-E4, *Open Meeting Minutes*, contains an open meeting minute's protocol that incorporates the requirements of Section 2.06 of OMA. It also provides a sample template for keeping open meeting minutes.

Exhibit 2:220-E5, *Semi-Annual Review of Closed Meeting Minutes*, contains a process for implementing the semi-annual review of closed meeting minutes, and exhibit 2:220-E6, *Log of Closed Meeting Minutes*, is designed to facilitate this semi-annual review.

### Local Records Act

The Local Records Act (LRA) provides that public records, including "any book, paper, map, photograph, digitized electronic material, or other official documentary material, regardless of physical form or characteristics, made, produced, executed or received by any agency or officer pursuant to law or in connections with the transaction of public business and preserved or appropriate for preservation by such agency or officer" must be preserved unless the State Local Records Commission has given permission to destroy those records. 50 ILCS 205/3 and 7. Board records, including agendas, meeting packets and meeting minutes, fall into this definition.

Public bodies located in Cook County must work with the Local Records Commission of Cook County to determine how long they must retain public records. Public bodies located outside of Cook County must work with the Downstate Local Records Commission to determine how long they must retain public records.

Policy 2:250, *Access to Cooperative Public Records*, contains a subhead entitled **Preserving Public Records** which provides as follows:

Public records, including email messages, shall be preserved and cataloged if: (1) they are evidence of the Joint Agreement's organization, function, policies, procedures, or activities, (2) they contain informational data appropriate for preservation, (3) their retention is required by State or federal law, or (4) they are subject to a retention request by the Board Attorney (e.g., a litigation hold), Joint

Agreement auditor, or other individual authorized by the School Board or State or federal law to make such a request. Unless its retention is required as described in items numbered 3 or 4 above, a public record, as defined by the Illinois Local Records Act, may be destroyed when authorized by the Local Records Commission.

See the sample policy, 2:200, *School Board Meeting Procedure*, for all relevant footnotes. Also see administrative procedure 2:250-AP2, *Protocols for Record Preservation and Development of Retention Schedules*, for recommendations regarding school Joint Agreement records retention protocols and links to web-based record management resources.

Open Meeting Minutes

Are you required to approve them?	Must they be semi-annually reviewed?	May you release them to the public?	May you destroy them?
<p>Yes, within 30 days or at the next subsequent meeting, whichever is later.</p> <p><i>A public body shall approve the minutes of its open meeting within 30 days after that meeting or at the public body's second subsequent regular meeting, whichever is later. 5 ILCS 120/2.06(b).</i></p>	<p>No.</p> <p>Unlike the closed meeting requirement, OMA does not contain semi-annual review requirements for open meeting minutes.</p>	<p>Yes, must within ten days after minutes are approved.</p> <p><i>The minutes of meetings open to the public shall be available for public inspection within 10 days after the approval of such minutes by the public body. Beginning July 1, 2006, at the time it complies with other requirements of this subsection, a public body that has a website that the full-time staff of the public body maintains shall post the minutes of a regular meeting of its governing body open to the public on the public body's website within 10 days after the approval of the minutes by the public body. Beginning July 1, 2006, any minutes of meetings open to the public posted on the public body's website shall remain posted on the website for at least 60 days after their initial posting. 5 ILCS 120/2.06(b).</i></p>	<p>No.</p> <p>There is no OMA provision permitting the destruction of open meeting minutes, and <b>they must be preserved unless the State Local Records Commission has given permission to destroy them.</b></p> <p>If a public body would like to destroy open meeting minutes, then it must comply with the LRA and work with its Local Records Commission. It is highly unlikely, however, that the Local Records Commission would approve of their</p>



			destruction.
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Open Meeting Verbatim Recordings

<b>Are you required to approve them?</b>	<b>Must they be semi-annually reviewed?</b>	<b>May you release them to the public?</b>	<b>May you destroy them?</b>
<p>No.</p> <p>OMA does not require public bodies to approve verbatim recordings of open meetings.</p>	<p>No.</p> <p>Unlike the closed meeting requirement, OMA does not require public bodies to keep verbatim recordings of open meetings. OMA does not contain semi-annual review requirements for open meeting verbatim recordings.</p>	<p>Yes.</p> <p>Unlike the closed meeting requirement, OMA does not require public bodies to keep verbatim recordings of open meetings. If a public body makes verbatim recordings of open meetings, then such recordings are subject to public disclosure pursuant to the Freedom of Information Act (5 ILCS 140/).</p>	<p>Possibly.</p> <p>If a public body would like to destroy open meeting verbatim recordings, then it must comply with the LRA and work with its Local Records Commission.</p>

Closed Meeting Minutes

<b>Are you required to approve them?</b>	<b>Must they be semi-annually reviewed?</b>	<b>May you release them to the public?</b>	<b>May you destroy them?</b>
<p>Yes.</p> <p>OMA does not directly state public bodies are required to approve closed meeting minutes, nor does it set a time frame for such approval. However, OMA Section 2.06(d) requires public bodies to meet at least semi-annually to "review minutes of all closed meetings." 5 ILCS 120/2.06(d).</p>	<p>Yes.</p> <p><i>Each public body shall</i></p>	<p>Yes, if prerequisites are met.</p> <p><i>Minutes of meetings</i></p>	<p>No.</p> <p>There is no OMA provision permitting the destruction of closed meeting minutes, and <b>they must be preserved unless the State Local Records Commission has given permission to destroy them.</b></p> <p>In addition, per OMA Section 2.06(f), as amended by P.A. 99-515:</p>

<p>Moreover, OMA Section 2.06(c) specifically allows the destruction of closed meeting verbatim recordings only if certain conditions are met, one of which is that "the public body approves minutes of the closed meeting that meet the written minutes requirements of subsection (a) of this Section." 5 ILCS 120/2.06(c)(2). Both of these tasks would be difficult to achieve if closed meeting minutes were not first approved.</p>	<p><i>periodically, but not less than semi-annually, meet to review all existing minutes of all prior closed meetings (this includes records from all time that the board has been in existence). At such meetings a determination shall be made, and reported in an open session that (1) the need for confidentiality still exists as to all or part of those minutes or (2) that the minutes or portions thereof no longer require confidential treatment and are available for public inspection.</i> 5 ILCS 120/2.06(d).</p>	<p><i>closed to the public shall be available only after the public body determines that it is no longer necessary to protect the public interest or the privacy of an individual by keeping them confidential.</i> 5 ILCS 120/2.06(f).</p>	<p><i>No minutes of meetings closed to the public shall be removed from the public body's main office or official storage location, except by vote of the public body or by court order.</i> 5 ILCS 120/2.06(f).</p>
<p>One practice is to approve closed meeting minutes within the same time frame that open meeting minutes are approved - within 30 days of the meeting or at the next subsequent meeting, whichever is later.</p>			<p>If a public body would like to destroy closed meeting minutes, then it must comply with the LRA and work with its Local Records Commission. It is highly unlikely, however, that the Local Records Commission would approve of their destruction.</p>

Closed Meeting Verbatim Recordings

<p><b>Are you required to approve them?</b></p>	<p><b>Must they be semi-annually reviewed?</b></p>	<p><b>May you release them to the public?</b></p>	<p><b>May you destroy them?</b></p>
		<p>Possibly but unlikely.</p> <p><i>Unless the public body has made a determination that the verbatim recording no longer requires confidential treatment or otherwise</i></p>	<p>Yes, after 18 months if prerequisites are met.</p> <p><i>The verbatim record may be destroyed without notification to or the approval of a records commission or the State</i></p>

<p>No.</p> <p>OMA does not require approval of closed meeting verbatim recordings.</p>	<p>No.</p> <p>OMA does not require semi-annual review of closed meeting verbatim recordings.</p>	<p><i>consents to disclosure, the verbatim record of a meeting closed to the public shall not be open for public inspection or subject to discovery in any administrative or judicial proceeding other than one brought to enforce this Act.</i> 5 ILCS 120/2.06(e).</p> <p>But see <u>Kodish v. Oakbrook Terrace Fire Protection Cooperative</u> (235 F.R.D. 447 (N.D. IL. 2006)), where a federal Cooperative court ordered that closed meeting verbatim recordings be disclosed to the Plaintiff in discovery because his primary claim was brought under federal law.</p>	<p><i>Archivist under the Local Records Act or the State Records Act no less than 18 months after the completion of the meeting recorded but only after: 1.) the public body approves the destruction of a particular recording; and 2.) the public body approves minutes of the closed meeting that meet the written minutes requirements of subsection (a) of this Section.</i> 5 ILCS 120/2.06(c).</p> <p>In addition, per OMA Section 2.06(f), as amended by P.A. 99-515:</p> <p><i>No verbatim recordings shall be recorded or removed from the public body's main office or official storage location, except by vote of the public body or by court order.</i> 5 ILCS 120/2.06(e).</p>
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DATED: January 18, 2017

**Midstate Special Education Coop**

## 2:220-E9 Exhibit - Requirements for No Physical Presence of Quorum and Participation by Audio or Video During Disaster Declaration

### Documentation of OMA Requirements for Board Members to Participate in a Meeting with No Physical Presence of Quorum

The Governor or the Director of the Ill. Dept. of Public Health has issued a disaster declaration related to a public health emergency because of a disaster as defined in 20 ILCS 3305/4, and all or part of the jurisdiction of the Board is covered by the disaster area. 5 ILCS 120/7(e)(1), amended by P.A. 101-640. **Note:** OMA uses “public health concerns,” but the Ill. Emergency Management Act (IEMA) uses “public health emergency;” this exhibit matches the IEMA term because it governs disaster declarations.

*Insert Disaster Declaration or Executive Order number [ \_\_\_\_\_ ] or attach to this document.*

The Director or if unable to make the determination, the President or Chairperson, (5 ILCS 120/7(e)(2), amended by P.A. 101-640, and 140/2(e)) signs below that the following three **Steps** were executed by:

**Step 1.** Determining whether the meeting is a bona fide emergency (5 ILCS 120/7(e)(7), amended by P.A. 101-640) (*check Yes or No, below*):

Yes; it is an emergency meeting, and I:

- A. Notified the Board members and the public, including any news medium which has filed an annual request for notice of meetings as soon as practicable, but in any event prior to the holding of such meeting pursuant to 5 ILCS 120/2.02(a) and 120/7(e)(7)(A), amended by P.A. 101-640;
- B. Stated the nature of the emergency at the beginning of the meeting; and
- C. Provided the Board Secretary the resources necessary during the meeting to keep a verbatim record of the meeting, **for both open and closed**, and managed it the same way that the Board complies with the verbatim recording requirements for closed meetings (see exhibit 2:220-E1, *Board Treatment of Closed Meeting Verbatim Recordings and Minutes*). **Note:** In this situation, a verbatim recording is not limited to closed meetings only.
- D. Move to Step 2, below.

No; it is a regular or special meeting, and I:

- A. Ensured that the Board provided 48 hours’ notice of the meeting to all Board members, to any news medium on file in the Cooperative that have requested notice of meetings pursuant to 5 ILCS 120/2.02(a), and to members of the public by posting it on the Joint Agreement’s website. 5 ILCS 120/7(e)(7), amended by P.A. 101-640. **Note:** 5 ILCS 120/7(e), amended by P.A. 101-640 does not have the “if any” exception for school boards that do not have websites. Consult the board attorney regarding alternate ways to communicate notice of a meeting when the district does not have a website and a Disaster Declaration or Executive Order has been issued.

*Insert meeting date and time, and a link to the meeting notice or attach a copy of the notice to this document.*

B. Moves to Step 2, below.

**Step 2.** Determining whether it is practical, prudent, or feasible for any in-person attendance at the regular meeting location (5 ILCS 120/7(e)(2), amended by P.A. 101-640). (*check Yes or No, below*):

Yes; in-person attendance is practical, prudent, or feasible, and I:

- A. Ensured that at least one Board member, the Board Attorney, or the Director was physically present at the regular meeting location (5 ILCS 120/7(e)(5), amended by P.A. 101-640), and
- B. Verified that members of the public who were present could hear all discussion and testimony and all votes of the members of the Board. 5 ILCS 120/7(e)(4), amended by P.A. 101-640.
- C. Move to Step 3, below.

No; in-person attendance is not practical, prudent, or feasible, and I:

- A. Made a written determination referring to the specific Executive Order or Disaster Declaration citing the public health concern/emergency that applies to the Board and the meeting. 5 ILCS 120/7(e)(1) and (2), amended by P.A. 101-640.
- B. Included the written determination made in letter A., above, on the Board's published notice and agenda for the alternative arrangements for the meeting. 5 ILCS 120/7(e)(7)(A)-(B), amended by P.A. 101-640.
- C. Offered the alternative arrangements to the public by offering a telephone number or a web-based link. 5 ILCS 120/7(e)(4), amended by P.A. 101-640.

*Insert a link to the meeting notice or attach a copy of the notice or refer to above if already attached to this document (see above).*

*Include this written determination on the Board/Committee's published notice and agenda for the audio or video meeting, and in the meeting minutes.*

D. Move to Step 3, below.

**Step 3.** During the meeting, I:

Directed the Recording Secretary to, in addition to the requirements for open meetings under OMA, also keep verbatim record of the open meeting by recording it and making it open and available to the public under all provisions of OMA. 5 ILCS 120/7(e)(9), amended by P.A. 101-640. *Sample text follows below in the subhead below **Report to the Public Following the Board's Meeting with No Physical Presence of Quorum.***

Read my written determination referring to the specific Executive Order or Disaster Declaration citing the public health concern/emergency that applies to the Board and the meeting and directed the Recording Secretary to include it in the meeting minutes.

Ensured that any interested member of the public has access to contemporaneously hear all discussion, testimony, and roll call votes. 5 ILCS 120/7(e)(4), amended by P.A. 101-640.

Requested the Recording Secretary to enter into the appropriate minutes of the Board that each Board member participating in the meeting, wherever their physical locations, announced:

1. Themselves present (5 ILCS 120/7(e)(3), amended by P.A. 101-640), and
2. A verification that they could hear one another and all discussion and testimony. Id.

See 2:220-E3, *Closed Meeting Minutes* and/or 2:220-E4, *Open Meeting Minutes*.

*Attach to this document copies or information about where these minutes may be found.*

Announced and considered each Board member participating in the meeting present at the meeting for purposes of determining a quorum and participating in all proceedings (5 ILCS 120/7(e)

(8), amended by P.A. 101-640) and directed the Recording Secretary to reflect it in the minutes (best practice for transparency).

Conducted all votes by roll call, so each Board member’s vote on each issue could be identified and recorded (5 ILCS 120/7(e)(6), amended by P.A. 101-640), and ensured that the Recording Secretary entered all votes as **Roll Call Votes** (Use exhibit 2:220-E4, Open Meeting Minutes but ensure all votes are recorded as roll call votes pursuant to the example below):

“Yeas”	“Nays”
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**Motion:**  Carried     Failed

Executed or directed execution of the subhead below **Report to the Public Following the Board’s Meeting with No Physical Presence of Quorum.**

Report to the Public Following the Board’s Meeting with No Physical Presence of Quorum

*The text below may be used for the actual report.*

The Board or Committee met on *[insert date]* with no physical presence of quorum to conduct its business.

The verbatim *[circle one]* audio | video recording of this meeting is available to the public under all provisions of OMA and will be destroyed pursuant to 5 ILCS 120/2.06(c)(no less than 18 months after the completion of the meeting recorded but only after: (1) the Board approves the destruction of the particular recording; and (2) the Board approves minutes of the meeting that meet the written minutes requirements of OMA). 5 ILCS 120/7(e)(9), amended by P.A. 101-640.

*Insert links to the verbatim recording of meeting here or attach to this document.*

**Note:** Consult the board attorney for guidance on the destruction of a verbatim recording of an open meeting without the physical presence of a quorum. While 5 ILCS 120/2.06(c) refers to the process for destroying closed session verbatim recordings, 5 ILCS 120/7(e)(9), amended by P.A. 101-640, applies that process for destroying closed session verbatim recordings to the destruction of the verbatim open session recordings that are required when a board determines it is necessary for it to meet without the physical presence of a quorum due to a public health emergency.

Completed By: \_\_\_\_\_

Title: \_\_\_\_\_

DATED : August 19, 2020

**Midstate Special Education Coop**

## **2:230 Public Participation at Governing Board Meetings and Petitions to the Board**

This policy applies to Governing Board and Executive Committee Board meetings. For an overall minimum of 20 minutes during each regular and special open Governing Board and/or Executive Committee meeting, any person may comment to or ask questions of the Board (*public participation*), subject to the reasonable constraints established and recorded in this policy's guidelines below. During public participation, there will be a 10 minute minimum total length of time for any one subject. When public participation takes less time than these minimums, it shall end.

To preserve sufficient time for the Board to conduct its business, any person appearing before the Board is expected to follow these guidelines:

1. Address the Board only at the appropriate time as indicated on the agenda and when recognized by the Board President or Chairperson.
2. Identify oneself and be brief. Ordinarily, the time for any one person to address the Board during public participation shall be limited to five minutes. In unusual circumstances, and when an individual has made a request to speak for a longer period of time, the person may be allowed to speak for more than five minutes.
3. Observe, when necessary and appropriate, the:
  - a. Shortening of the time for each person to address the Board during public participation to conserve time and give the maximum number of people an opportunity to speak;
  - b. Expansion of the overall minimum of 20 minutes for public participation and/or the 10 minutes minimum total length of time for any one subject; and/or
  - c. Determination of procedural matters regarding public participation not otherwise covered in Board policy.
4. Conduct oneself with respect and civility toward others and otherwise abide by Board policy 8:30, *Conduct on School Property*.

Petitions or written correspondence to the Board shall be presented to the Governing Board and/or Executive Committee in the next regular Board packet.

CROSS REF.: 2:220 (Board Meeting Procedure), 8:10 (Public Relations/Media Inquiries), 8:30 (Conduct on School Property)

ADOPTED: January 22, 2020

**Midstate Special Education Coop**

## **2:240 Board Policy Development**

Board governance requires written policies. Written policies ensure legal compliance, establish board processes, delegate authority, and define operating limits. The Governing Board may delegate board policy responsibilities to the Executive Committee Board.

### Policy Development

Anyone may propose new policies, changes to existing policies, or elimination of existing policies. Staff suggestions should be processed through the Special Education Director. Suggestions from all others may be made to the Executive Committee Chairperson or the Special Education Director.

The Special Education Director is responsible for: (1) providing relevant policy information and data to the Board, (2) notifying those who will be affected by a proposed policy and obtaining their advice and suggestions, and (3) having policy recommendations drafted into written form for Board deliberation. The Special Education Director shall seek the counsel of the school attorney when appropriate.

### Policy Adoption and Dissemination

Policies or policy revisions shall be first presented for reading and consideration by the Executive Board or Policy Committee at a duly called meeting. After a policy(ies) or revision(s) is presented for reading and consideration, by the Executive Board, the policy(ies) or revision(s) may be approved by the Executive Committee Board and implemented. Annually, the Governing Board will review and approve MSSE Policies.

The Board policies are available for public inspection on the Mid-State Special Education website and in the administrative office during regular office hours. Copy requests should be made under the Access to Public Records Policy.

### Board Policy Review and Evaluation

The Executive Committee Board will monitor MSSE policies and consider whether any modifications are required.

### Special Education Director Implementation

The Board will support any reasonable interpretation of policy made by the Special Education Director and the Policy Committee. If reasonable minds differ, the Board will review policy and consider the need for further clarification.

In the absence of policy, the Special Education Director and Executive Committee are authorized to take appropriate action.

### Suspension of Policies

The Board, by a majority vote of members present at any meeting, may temporarily suspend a Board policy not established by law or contract. The failure to suspend with a specific motion does not invalidate the Board action.

CROSS REF.: 2:250 (Access to District's Public Records), 3:40 (Special Education Director)

ADOPTED: January 22, 2020



## 2:250 Access to Joint Agreement Public Records

Full access to the Joint Agreement's *public records* is available to any person as provided in the Illinois Freedom of Information Act (FOIA), this policy, and implementing procedures. The Special Education Director or designee shall: (1) provide the Board with sufficient information and data to permit the Board to monitor the Joint Agreement's compliance with FOIA and this policy, and (2) report any FOIA requests during the Board's regular meetings along with the status of the Joint Agreement's response.

### Freedom of Information Officer

The Director shall serve as the Joint Agreement's Freedom of Information Officer and assumes all the duties and powers of that office as provided in FOIA and this policy. The Director may delegate these duties and powers to one or more designee's, but the delegation shall not relieve the Director of the responsibility for the action that was delegated.

### Definition

The Joint Agreement's *public records* are defined as records, reports, forms, writings, letters, memoranda, books, papers, maps, photographs, microfilms, cards, tapes, recordings, electronic data processing records, electronic communications, recorded information and all other documentary material pertaining to the transaction of public business, regardless of physical form or characteristics, having been prepared by or for, or having been or being used by, received by, in the possession of, or under the control of the School Joint Agreement.

### Requesting Records

A request for inspection and/or copies of public records must be made in writing and may be submitted by personal delivery, mail, telefax, or email directed to the Joint Agreement's Freedom of Information Officer. Individuals making a request are not required to state a reason for the request other than to identify when the request is for a commercial purpose or when requesting a fee waiver. The Special Education Director or designee shall instruct Joint Agreement employees to immediately forward any request for inspection and copying of a public record to the Joint Agreement's Freedom of Information Officer or designee.

### Responding to Requests

The Freedom of Information Officer shall approve all requests for public records unless:

1. The requested material does not exist;
2. The requested material is exempt from inspection and copying by the Freedom of Information Act; or
3. Complying with the request would be unduly burdensome.

Within five business days after receipt of a request for access to a public record, the Freedom of Information Officer shall comply with or deny the request, unless the time for response is extended as specified in Section 3 of FOIA. The Freedom of Information Officer may extend the time for a response for up to five business days from the original due date. If an extension is needed, the Freedom of Information Officer shall: (1) notify the person making the request of the reason for the extension, and (2) either inform the person of the date on which a response will be made, or agree with the person in writing on a compliance period.

The time periods are extended for responding to requests for records made for a *commercial purpose*, requests by a *recurrent requester*, or *voluminous requests*, as those terms are defined in Section 2 of FOIA. The time periods for responding to those requests are governed by Sections 3.1, 3.2, and 3.6 of FOIA.

When responding to a request for a record containing both exempt and non-exempt material, the Freedom of Information Officer shall redact exempt material from the record before complying with the request.

### Fees

Persons making a request for copies of public records must pay any and all applicable fees. The Freedom of Information Officer shall establish a fee schedule that complies with FOIA and this policy and is subject to the Board's review. The fee schedule shall include copying fees and all other fees to the maximum extent they are permitted by FOIA, including without limitation, search and review fees for responding to a request for a *commercial purpose* and fees, costs, and personnel hours in connection with responding to a *voluminous request*.

Copying fees, except when fixed by statute, shall be reasonably calculated to reimburse the Joint Agreement's actual cost for reproducing and certifying public records and for the use, by any person, of its equipment to copy records. In no case shall the copying fees exceed the maximum fees permitted by FOIA. If the Joint Agreement's actual copying costs are equal to or greater than the maximum fees permitted by FOIA, the Freedom of Information Officer is authorized to use FOIA's maximum fees as the Joint Agreement's fees. No copying fees shall be charged for: (1) the first 50 pages of black and white, letter or legal sized copies, or (2) electronic copies other than the actual cost of the recording medium, except if the response is to a *voluminous request*, as defined in FOIA.

A fee reduction is available if the request qualifies under Section 6 of FOIA. The Freedom of Information Officer shall set the amount of the reduction taking into consideration the amount of material requested and the cost of copying it.

### Provision of Copies and Access to Records

A public record that is the subject of an approved access request will be available for inspection or copying at the Joint Agreement's administrative office during regular business hours, unless other arrangements are made by the Freedom of Information Officer.

Many public records are immediately available from the Joint Agreement's website including, but not limited to, the process for requesting a public record. The Freedom of Information Officer shall direct a requester to the Joint Agreement's website if a requested record is available there. If the requester is unable to reasonably access the record online, he or she may resubmit the request for the record, stating his or her inability to reasonably access the record online, and the Joint Agreement shall make the requested record available for inspection and copying as otherwise provided in this policy.

### Preserving Public Records

Public records, including email messages, shall be preserved and cataloged if: (1) they are evidence of the Joint Agreement's organization, function, policies, procedures, or activities, (2) they contain informational data appropriate for preservation, (3) their retention is required by State or federal law, or (4) they are subject to a retention request by the Board Attorney (e.g., a litigation hold), Joint Agreement auditor, or other individual authorized by the School Board or State or federal law to make such a request. Unless its retention is required as described in items numbered 3 or 4 above, a public record, as defined by the Illinois Local Records Act, may be destroyed when authorized by the Local Records Commission.

CROSS REF.: 2:140 (Communications To and From the Board), 5:150 (Personnel Records), 7:340 (Student Records)

Adopted: June 17, 2020

# Midstate Special Education Coop

## 2:260 Uniform Grievance Procedure

Students, parents/guardians, employees, or community members should notify any Complaint Manager if they believe that the Governing Board, its employees, or its agents have violated their rights guaranteed by the State or federal Constitution, State or federal statute, or Board policy, or have a complaint regarding any one of the following:

1. Title II of the Americans with Disabilities Act
2. Title IX of the Education Amendments of 1972
3. Section 504 of the Rehabilitation Act of 1973
4. Title VI of the Civil Rights Act, 42 U.S.C. §2000d et seq.
5. Equal Employment Opportunities Act (Title VII of the Civil Rights Act), 42 U.S.C. §2000e etseq.
6. Sexual harassment (State Officials and Employee Ethics Act, Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, and Title IX of the Education Amendments of 1972)
7. Breastfeeding accommodations for students, 105 ILCS 5/10-20.60
8. Bullying, 105 ILCS 5/27-23.7
9. The misuse of funds received for services to improve educational opportunities for educationally disadvantaged or deprived children
10. Curriculum, instructional materials, programs
11. Victims' Economic Security and Safety Act
12. Illinois Equal Pay Act of 2003, 820 ILCS 112
13. Provision of services to homeless students
14. Illinois Whistleblower Act, 740 ILCS 174/.
15. Misuse of genetic information (Illinois Genetic Information Privacy Act (GIPA), 410 ILCS 513/ and Titles I and II of the Genetic Information Nondiscrimination Act (GINA), 42 U.S.C. §2000ff et seq.)

The Complaint Manager will first attempt to resolve complaints without resorting to this grievance procedure. If a formal complaint is filed under this policy, the Complaint Manager will address the complaint promptly and equitably. A student and/or parent/guardian filing a complaint under this policy may forego any informal suggestions and/or attempts to resolve it and may proceed directly to this grievance procedure. The Complaint Manager will not require a student or parent/guardian complaining of any form of harassment to attempt to resolve allegations directly with the accused (or the accused's parents/guardians); this includes mediation.

### Right to Pursue Other Remedies Not Impaired

The right of a person to prompt and equitable resolution of a complaint filed under this policy shall not be impaired by the person's pursuit of other remedies, e.g., criminal complaints, civil actions, etc. Use of this grievance procedure is not a prerequisite to the pursuit of other remedies and use of this grievance procedure does not extend any filing deadline related to the pursuit of other remedies. If a person is pursuing another remedy subject to a complaint under this policy, the Joint Agreement will continue with a simultaneous investigation under this policy.

### Deadlines

All deadlines under this policy may be extended by the Complaint Manager as he or she deems appropriate. As used in this policy, *school business days* means days on which the Joint Agreement's main office is open.

### Filing a Complaint

A person (hereinafter Complainant) who wishes to avail him or herself of this grievance procedure may do so by filing a complaint with any Complaint Manager. The Complainant shall not be required to file a complaint with a particular Complaint Manager and may request a Complaint Manager of the same sex. The Complaint Manager may request the Complainant to provide a written statement regarding the nature of the complaint or require a meeting with the parent(s)/guardian(s) of a student. The Complaint Manager shall assist the Complainant as needed.

For any complaint alleging bullying and/or cyberbullying of students, the Complaint Manager shall process and review the complaint according to Board policy 7:180, *Prevention of and Response to Bullying, Intimidation, and Harassment*, in addition to any response required by this policy. For any complaint alleging sexual harassment or other violation of Board policy 5:20, *Workplace Harassment Prohibited*, the Complaint Manager shall process and review the complaint according to that policy, in addition to any response required by this policy 2:260, *Uniform Grievance Procedure*.

### Investigation

The Complaint Manager will investigate the complaint or appoint a qualified person to undertake the investigation on his or her behalf. The Complaint Manager shall ensure both parties have an equal opportunity to present evidence during an investigation. If the Complainant is a student, under 18 years of age, the Complaint Manager will notify his or her parent(s)/guardian(s) that they may attend any investigatory meetings in which their child is involved. The complaint and identity of the Complainant will not be disclosed except: (1) as required by law or this policy, (2) as necessary to fully investigate the complaint, or (3) as authorized by the Complainant.

The identity of any student witnesses will not be disclosed except: (1) as required by law or any collective bargaining agreement, (2) as necessary to fully investigate the complaint, or (3) as authorized by the parent/guardian of the student witness, or by the student if the student is 18 years or age or older.

The Complaint Manager will inform, at regular intervals, the person(s) filing a complaint under this policy about the status of the investigation. Within 30 school business days of the date the complaint was filed, the Complaint Manager shall file a written report of his or her findings with the Special Education Director. The Complaint Manager may request an extension of time.

The Special Education Director will keep the Executive Committee informed of all complaints. If the complaint involves the Special Education Director or Governing Board member(s), the chairperson of the Executive Committee will keep the Governing Board informed of the complaint and its status.

### Decision and Appeal

Within five school business days after receiving the Complaint Manager's report, the Special Education Director shall mail his or her written decision to the Complainant and the accused by first class U.S. mail as well as to the Complaint Manager. All decisions shall be based upon the *preponderance of evidence* standard.

Within 10 school business days after receiving the Special Education Director's decision, the Complainant or the accused may appeal the decision to the Executive Committee by making a written request to the Complaint Manager. The Complaint Manager shall promptly forward all materials relative to the complaint and appeal to the Executive Committee.

Within 30 school business days, the Executive Committee shall affirm, reverse, or amend the Special Education Director's decision or direct the Special Education Director to gather additional information. Within five school business days of the Executive Committee's decision, the Special Education Director shall inform the Complainant and the accused of the Committee's action.

For complaints containing allegations involving the Special Education Director or Governing Board

member(s), within 30 school business days after receiving the Complaint Manager's or outside investigator's report, the Executive Committee shall mail its written decision to the Complainant and the accused by first class U.S. mail as well as to the Complaint Manager.

This policy shall not be construed to create an independent right to a hearing before the Special Education Director, Executive Committee or Governing Board. The failure to strictly follow the timelines in this grievance procedure shall not prejudice any party.

### Appointing a Nondiscrimination Coordinator and Complaint Managers

Annually, by July 1<sup>st</sup>, a Nondiscrimination Coordinator and a male and a female Complaint Manager shall be appointed by the Executive Committee for the Joint Agreement and by the respective Region Boards for each of the Regions. The Nondiscrimination Coordinator may serve as one of the Complaint Managers. This policy shall apply to all Region Joint Agreement. All Region Joint Agreement claims shall be made to the respective Regional Complaint Managers.

The Special Education Director shall insert into this policy and keep current the names, addresses, and telephone numbers of the Nondiscrimination Coordinator and the Complaint Managers. The Superintendent or designee shall ensure that students, parents/guardians, employees, and members of the community are informed of the contact information for the District's Nondiscrimination Coordinator and Complaint Managers on an annual basis.

### **Nondiscrimination Coordinator:**

#### **Mid-State Special Education**

Name: Angela K. Armour, Director

Address: 202 Prairie St., PO Box 46, Morrisonville, IL 62546

Email: [angie.armour@midstatespec.org](mailto:angie.armour@midstatespec.org)

Telephone: 217-526-8121

### **Complaint Managers:**

Name: Angela K. Armour, Director

Name Executive Committee Chairperson: Wes Olson, Superintendent

Address: 202 Prairie St., PO Box 46, Morrisonville, IL 62546

Address: 1008 N. Hena, Greenville, IL 62246

Email: [angie.armour@midstatespec.org](mailto:angie.armour@midstatespec.org)

Email: [wolson@bccu2.org](mailto:wolson@bccu2.org)

Telephone: 217-526-8121

Telephone: 618-664-0170

CROSS REF.: 2:105 (Ethics and Gift Ban), 5:10 (Equal Employment Opportunity and Minority Recruitment), 5:20 (Workplace Harassment Prohibited), 5:30 (Hiring Process and Criteria), 6:120 (Education of Children with Disabilities), 6:140 (Education of Homeless Children), 6:260 (Complaints About Curriculum, Instructional Materials, and Programs), 7:10 (Equal Educational Opportunities), 7:15 (Student and Family Privacy Rights), 7:20 (Harassment of Students Prohibited), 7:180 (Prevention of and Response to Bullying, Intimidation, and Harassment), 8:70 (Accommodating Individuals with Disabilities), 8:95 (Parental Involvement), 8:110 (Public Suggestions and Concerns)

ADOPTED: January 22, 2020

**Midstate Special Education Coop**

**SECTION 3 - GENERAL ADMINISTRATION**

**Midstate Special Education Coop**



### **3:30 Line and Staff Relations**

The Special Education Director shall develop an organizational chart indicating the channels of authority and reporting relationships for school personnel. These channels should be followed, and no level should be by-passed except in unusual situations.

All personnel should refer matters requiring administrative action to the responsible administrator, and may appeal a decision to a higher administrative officer. Whenever possible, each employee should be responsible to only one immediate supervisor. Where this is not possible, the division of responsibility must be clear.

CROSS REF.:2:140 (Communications To and From the Board), 8:110 (Public Suggestions and Concerns)

ADOPTED:September 21, 2016

**Midstate Special Education Coop**

## **3:40 Special Education Director**

### Duties and Authority

The Special Education Director is the Joint Agreement's executive officer and is responsible for the administration and management of the Joint Agreement programs in accordance with Governing Board policies and directives, and State and federal law. District management duties include, without limitation, preparing, submitting, publishing, and posting reports and notifications as required by State and federal law. The Special Education Director is authorized to develop administrative procedures to implement Governing Board policy.

The Special Education Director may delegate to other Joint Agreement staff members the exercise of any powers and the discharge of any duties imposed upon the Special Education Director by Governing Board policies or by Board vote. The delegation of power or duty, however, shall not relieve the Special Education Director of responsibility for the action that was delegated.

### Qualifications and Appointment

The Special Education Director must be of good character and of unquestionable morals and integrity. The Special Education Director shall have the experience and the skills necessary to work effectively with the Governing Board, Executive Committee, Joint Agreement employees, students, and the community. The Special Education Director shall have proper licensure/State approval.

When the office of the Special Education Director becomes vacant, the Executive Committee will conduct a search to find the most capable person for the position and make a recommendation to the Governing Board for ratification. Qualified staff members who apply for the position will be considered for the vacancy.

### Evaluation

The Executive Committee will evaluate, annually, by February 1<sup>st</sup> the Special Education Director's performance, using standards and objectives developed by the Special Education Director and Committee that are consistent with the Joint Agreement's mission and goal statements. A specific time should be designated for a formal evaluation session with all Executive Committee members present. The evaluation should include a discussion of professional strengths as well as performance areas needing improvement.

### Compensation and Benefits

The Governing Board and the Special Education Director shall enter into a contract that conforms to this policy and State law. This contract shall govern the employment relationship between the Governing Board and the Special Education Director. The terms of the Special Education Director's employment agreement, when in conflict with this policy, will control.

LEGAL REF.:105 ILCS 5/10-16.7, 5/10-20.47, 5/10-21.4, 5/10-23.8, 5/21B-20, 5/21B-25, 5/24-11, and 5/24A-3.

23 Ill.Admin.Code §§1.310, 1.705, and 29.130.

CROSS REF:2:20 (Powers and Duties of the Governing Board), 2:240 (Governing Board Policy Development)

ADOPTED:August 19, 2015

# Midstate Special Education Coop

### 3:40-E Exhibit - Checklist for the Special Education Director Employment Contract Negotiation Process

The Governing Board hires and employs the Special Education Director. The Director shall be in charge of the administration of the schools under the direction of the Board, through its policies. See 105 ILCS 5/10-21.4 and 105 ILCS 5/10-16.7. As an effective employer, the Board must develop and maintain a productive relationship with the Director. See IASB's *Foundational Principles of Effective Governance*, **Principle 3. The board employs a Director**, at: [www.iasb.com/pdf/found\\_prin.pdf](http://www.iasb.com/pdf/found_prin.pdf).

The foundation for a productive employment relationship begins when the Board identifies the most qualified Director candidate (*successful Director candidate*) after an established interview process. The Board then extends an offer of employment to the successful Director candidate. The employment search process and resulting relationship should consist of mutual respect and a clear understanding of respective roles, responsibilities, and expectations. This relationship should begin with the Board's policy, a thoughtfully crafted employment contract and job description, and procedures for communications and ongoing assessment. See *Principles* at: [www.iasb.com/pdf/found\\_prin.pdf](http://www.iasb.com/pdf/found_prin.pdf).

Below, the *Checklist for the Director Employment Contract Negotiation Process (Checklist)* provides a column entitled **Director Contract Term Considerations for the Board**. It lists common Director employment contract terms and points of consideration for boards to prepare for during the contract formation process. Another column entitled **Explanation, Special Considerations, and Resources** provides extra information about these common Director employment contract terms.

The *Checklist* is intended to serve as a resource to educate and guide the Board through the employment contract negotiation process with its successful Director candidate. Board members who are educated about the content within the *Checklist* are crucial to successful negotiation processes. An educated contract formation and negotiation process, along with a well-written contract and job description for the Director, all set the foundation for mutual respect and a clear understanding of the Board and Director's respective roles, responsibilities, and expectations. **Important:** This *Checklist* is a resource for contract formation; it is not a list of *must have* items for a Director's employment contract or a basis for a board to re-open contracts currently in effect.

Prior to providing the successful Director candidate an offer for employment and contract for review, consideration, and negotiation, consult the Board Attorney about the *Checklist* and the scope of the terms the Board wishes to offer the successful Director candidate. The Board and the successful Director candidate should expect and encourage the other to seek the advice of their respective attorneys during the employment contract formation process.

Many attorneys agree and best practices suggest that boards and successful Director candidates work with their own separate attorneys in an amicable and cooperative manner to complete the employment contract negotiation process.

**Board Attorney.** Prior to providing any successful Director candidate with an offer for employment and a contract for review, consideration, and negotiation, best practices suggest consulting the Board Attorney about the *Checklist*. **Note:** Boards should view a successful Director candidate retaining his or her own attorney as a best practice (as opposed to a warning sign). Each party is beginning the employment relationship in a cooperative manner to set an appropriate foundation to the future working relationship.

**Power and Duties of the Director**

Director Contract Term Considerations for	Explanation, Special Considerations, and Resources
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<b>the Board</b>	
Duties	<p>Does the Board enumerate the duties of the Director in the employment contract?</p> <ol style="list-style-type: none"> <li>1. Are the statutory duties of the Director listed?</li> <li>2. Has the Board incorporated policy references to the other duties related to the Director's employment?</li> </ol> <p>See 105 ILCS 5/10-21.4 and 105 ILCS 5/10-16.7.</p>
Full-time, Attention and Energy Clause	<p>How will the Board address outside activities of the Director?</p> <ol style="list-style-type: none"> <li>1. How will the Board define <i>outside activities</i>?</li> <li>2. Will the Board restrict the Director from engaging in outside activities during the term of the employment contract?</li> <li>3. Will the Board require approval/notification before the Director engages in outside activities?</li> </ol>

**Employment and Compensation**

<b>Director Contract Term Considerations for the Board</b>	<b>Explanation, Special Considerations, and Resources</b>
Duration of Contract	<p>A Director's employment contract may not exceed five years. If its duration is two to five years, the contract must reference goals and suspension of tenure.</p> <p>No performance-based contract shall be extended or rolled over prior to its scheduled expiration unless all the performance and improvement goals contained in the contract have been met. See 105 ILCS 5/10-23.8.</p> <p>If the duration is one year or less, then the contract need not reference goals or suspension of tenure.</p>
Salary	<p>Special Considerations for the Board may include:</p> <ol style="list-style-type: none"> <li>1. What is the estimated Board contribution to the Teachers' Retirement System (TRS) for any raises above six percent (40 ILCS 5/15-155(g), amended by P.A. 101-10) prior to retirement?</li> <li>2. What is the <i>cost shift</i> implication for the Joint Agreement if the Board offers or later agrees to a salary that is equal to or greater than the governor's statutory salary of \$177,412 (P.A. 100-23 now makes school districts responsible for paying the actuarial cost of the pension benefits earned on the portion of a TRS member's salary that exceeds \$177,412)?</li> <li>3. Do any administrative cost cap triggers exist (105 ILCS 5/17-1.5)?</li> </ol> <p>Items the Board may see the successful Director candidate request of it:</p> <ol style="list-style-type: none"> <li>1. A fixed salary for each year of the contract.</li> <li>2. A guaranteed minimum salary.</li> <li>3. Compensation increases.</li> </ol>
	The Government Severance Pay Act (GSPA), 5 ILCS 415/10, added by P.A.

Severance Agreements	<p>100-895, requires the following contract provisions:</p> <ol style="list-style-type: none"> <li>1. A restriction to an amount not exceeding 20 weeks of compensation; and</li> <li>2. A prohibition for any severance if the Director is fired for <i>misconduct</i> by the Board. See the <i>Severance Pay</i> row under the <b>Changes to the Director's Employment Contract</b> subhead below for a definition of what misconduct means in the context of this law.</li> </ol>
Teachers Retirement System (TRS) & Teacher Health Insurance (THIS)	<p>How does the Board want to address:</p> <ol style="list-style-type: none"> <li>1. Pension contributions (TRS-THIS)?</li> <li>2. Inclusion of salary and other compensation in the payment of TRS and THIS? Or, will TRS and THIS be in addition to salary and other compensation?</li> <li>3. Unforeseen pension reform issues?</li> </ol>

**Conditions of Employment**

<b>Director Contract Term Considerations for the Board</b>	<b>Explanation, Special Considerations, and Resources</b>
Administrative License	Does the Board want to require the successful Director candidate to guarantee that as the future Director of the Joint Agreement, he or she has and will maintain the appropriate licensure throughout the employment contract?
Criminal Background Check Law	105 ILCS 5/10-21.9, amended by P.A. 101-531. See also <b>PRESS</b> sample policy 5:30, <i>Hiring Process and Criteria</i> and the subhead entitled <b>Fingerprint-based Criminal History Records Information Check</b> in administrative procedure 5:30-AP2, <i>Investigations</i> .
Other Background	<p>Does the Board want to require additional background inquiries beyond the fingerprint-based criminal history records information check required by 105 ILCS 5/10-21.9, amended by P.A. 101-531, and discussed above? If yes, consult the Board Attorney and consider the following laws:</p> <p>15 U.S.C. § 1681 <u>et seq.</u>, Federal Fair Credit Reporting Act (FCRA), is a federal law that regulates the gathering and use of information about consumers by third party <i>consumer reporting agencies</i>, including credit information, criminal background, driving record, personal characteristics/reputation, etc. The law requires consumer reporting agencies to comply with certain procedural notice requirements when gathering information from a consumer.</p> <p>820 ILCS 75/, Ill. Job Opportunities for Qualified Applicants Act, prohibits employers from inquiring about an applicant's criminal history until the application has been determined qualified and notified that he/she has been selected for an interview (<i>a/k/a ban the box law</i>).</p> <p>820 ILCS 55/, Ill. Right to Privacy in the Workplace Act (RPWA), prohibits employers from:</p> <ol style="list-style-type: none"> <li>1. Requesting, coercing, or requiring any employee or prospective</li> </ol>

<p>Other Background Check Laws</p>	<p>employee to provide a user name and password for any personal online account;</p> <ol style="list-style-type: none"> <li>2. Requesting, coercing, or requiring an employee or applicant to invite the employer to have access to that individual's personal online account; and</li> <li>3. Taking an adverse employment action against an individual (including refusal to hire) based on that individual's use of a lawful product off Joint Agreement property during nonworking hours, i.e., tobacco, cannabis, or alcohol. <b>(Note:</b> RPWA allows employers to regulate employees' use of those lawful products that impair an employee's ability to perform the employee's assigned duties. See policy 5:50, <i>Drug- and Alcohol-Free Workplace; E-Cigarette, Tobacco, and Cannabis Prohibition</i>, and its f/ns).</li> </ol> <p>820 ILCS 70/, III. Employee Credit Privacy Act, prohibits employers from inquiring into an individual's credit history or taking action against an employee based such history unless a satisfactory credit history is a <i>bona fide occupational requirement</i>, which is further defined in the statute. The job descriptions of Directors generally meet this standard because they: (1) describe a managerial position that involves direction of school districts; (2) include signatory power over more than \$100; and (3) involve having access to confidential and financial information. <b>Note:</b> Any one of these grounds alone is sufficient.</p>
<p>Medical Examination</p>	<p>105 ILCS 5/24-5 requires new employees to submit evidence of physical fitness to perform assigned duties and freedom from communicable diseases.</p> <p>The Americans with Disabilities Act allows medical inquiries of current employees only when they are job-related and consistent with business necessity or part of a voluntary employee wellness program. 42 U.S.C. §12112(d)(4). Districts may deny jobs to individuals with disabilities who pose a direct threat to the health or safety of others in the workplace, provided that a reasonable accommodation would not either eliminate the risk or reduce it to an acceptable level. 42 U.S.C. §12113; 29 C.F.R. Part 1630.2(r).</p> <p>See also <b>PRESS</b> sample policy 5:30, <i>Hiring Process and Criteria</i>, specifically f/ns 18 and 19.</p>
<p>Tenure</p>	<p>Suspension of Tenure</p> <p>With multi-year contracts and multi-year extensions, Directors waive their rights to tenure in a school district, but no previously acquired tenure may be lost.</p> <p>Continued Tenure</p> <p>Directors serving multiple one year contracts may still accrue service toward and acquire tenure.</p> <p>See 105 ILCS 5/10-23.8 and the <i>Duration of Contract</i> row in the <b>Employment and Compensation</b> checkbox, above.</p>

**Evaluations and Goals**

<p><b>Director Contract Term Considerations for</b></p>	<p><b>Explanation, Special Considerations, and Resources</b></p>
-----------------------------------------------------------------	------------------------------------------------------------------

the Board	
<p>Board Goals and Indicators of Student Performance and Academic Achievement for the Director</p>	<p>105 ILCS 5/10-23.8 requires each performance-based contract to include the goals and indicators of student performance and academic improvement determined and used by the Board to measure the performance and effectiveness of the Director and other information as the Board may determine.</p> <p>Regarding its goals and indicators, has the Board:</p> <ol style="list-style-type: none"> <li>1. At minimum, addressed student performance and academic achievement (105 ILCS 5/10-23.8 states “and other information as the Board may determine”)?</li> <li>2. Included them in the body of the employment contract? Or as an exhibit to it?</li> <li>3. Set them to be: <ol style="list-style-type: none"> <li>a. Measurable and achievable, i.e., are they within the Director’s control?</li> <li>b. Objective, subjective or a combination of both?</li> </ol> </li> <li>4. Set a timeline for achievement, and if so is it on an: <ol style="list-style-type: none"> <li>a. Annual basis?</li> <li>b. Prior to completion of the employment contract?</li> </ol> </li> <li>5. Set them as procedural, substantive, or a combination of both?</li> </ol> <p>For more information about setting goals and indicators for Directors regarding student performance and academic achievement, see:</p> <p>IASB’s <i>Field Services Catalog</i> at: <a href="http://www.iasb.com/conference-training-and-events/training/training-resources/">www.iasb.com/conference-training-and-events/training/training-resources/</a></p> <p>Contact a Field Services Director regarding the following IASB workshops and/or offerings that may set the stage for boards to hold their Directors accountable for district performance, including academic achievement:</p> <p><i>Setting District Goals and Direction</i> (leads a board and Director to develop their own district-language for specific measurable, and attainable goals and indicators)</p> <p><i>The Director Evaluation Process</i> (describes an effective method of holding the Director accountable)</p> <p><i>The Board and its Director</i> (workshop assisting a board in developing an effective relationship with its Director).</p>
	<p>Once the Board has developed its goals and indicators (as discussed immediately above), 105 ILCS 5/10-20, 5/10-23, and 5/10-23.8 require the Board to:</p> <ol style="list-style-type: none"> <li>1. “Direct, through policy, its Director in his or her charge of the administration of the Joint Agreement;” and</li> <li>2. Evaluate the Director in his or her “administration of Governing Board policies and his or her stewardship of the assets of the Joint</li> </ol>



Director Evaluation	<p>Agreement.”</p> <p>How will the Board evaluate the successful Director candidate upon its outlined goals and indicators?</p> <p>Does the Board state when it will evaluate the successful Director candidate upon the goals and indicators that it set? <b>Note:</b> Some districts do not consider the Director evaluation to be a <i>one-time event</i> and put an on-going process into place. Contrast other districts, which depending upon their preferences, generally find the best time of year to evaluate is in the winter or early springtime.</p> <p>Is the Board or the successful Director candidate responsible to trigger the components of the Director’s evaluation process?</p> <p>What evaluation instrument will be used? How will the evaluation be documented?</p> <p>Will an evaluation instrument be outlined by the Board in its employment contract with the successful Director candidate?</p> <p>Is the evaluation instrument the Board will use tied to its goals and indicators of student performance and academic improvement and other information as the Board may determine?</p> <p>For more information about best practices when planning for and evaluating the Director, see:</p> <p><i>The Director Evaluation Process</i> at: <a href="http://www.iasb.com/training/Director-evaluation-process.pdf">www.iasb.com/training/Director-evaluation-process.pdf</a>;</p> <p><i>IASB’s Foundational Principles of Effective Governance, Principle 3. The board employs a Director</i>, at: <a href="http://www.iasb.com/principles.cfm">www.iasb.com/principles.cfm</a>; stating “the board employs and evaluates one person — the Director — and holds that person accountable for district performance and compliance with written board policy”.</p>
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**Expenses and Benefits**

Director Contract Term Considerations for the Board	Explanation, Special Considerations, and Resources
Expenses	<p>How will the Board address expenses in its employment contract negotiations with the successful Director candidate?</p> <p>Business</p> <ol style="list-style-type: none"> <li>1. What standard will the Board use, e.g., reasonable, itemized, etc.?</li> <li>2. Will the Board designate the Board President or another individual to review and/or approve the Director’s expenses?</li> </ol> <p>Transportation</p> <p>Will the Board reimburse travel? If yes, what types of travel will the board</p>

	<p>reimburse? Some transportation topics that successful Director candidates request discussion about include:</p> <ol style="list-style-type: none"> <li>1. Vehicle insurance reimbursement(s)</li> <li>2. Vehicle repair reimbursement(s)</li> <li>3. A travel allowance only at either a set amount or the Joint Agreement's per mile rate</li> <li>4. A vehicle</li> <li>5. Out-of-district travel</li> </ol>
Insurance	<p>Will the Board address insurance in its employment contract negotiations with the successful Director candidate?</p> <p>Some items successful Director candidates request include:</p> <ol style="list-style-type: none"> <li>1. Insurance contributions as part of a Cafeteria Plan, or in the alternative, the Board paying the premiums.</li> <li>2. Specific insurance coverages from the Board, such as health, dental, vision, life, disability, etc.</li> </ol>
Vacation	<p>Will the Board address vacation days in its employment contract negotiations with the successful Director candidate? If yes, then:</p> <ol style="list-style-type: none"> <li>1. How many days?</li> <li>2. Will vacation days accumulate? And, if so, how?</li> <li>3. Will the Board designate itself, the Board President, or a Board officer to approve or receive notification from the Director prior to taking a vacation? If yes, describe the process.</li> <li>4. Will the Board address reimbursement for unused days?</li> </ol>
Sick Leave/Days	<p>Will the Board address sick days in its employment contract negotiations with the successful Director candidate? If yes, then:</p> <ol style="list-style-type: none"> <li>1. Will sick leave be limited to annual sick leave days in the Joint Agreement's teachers' contract?</li> <li>2. How will sick day accumulation be addressed?</li> <li>3. Will the Board designate itself, the Board President, or a Board officer to approve or receive notification from the Director prior to taking or upon returning from a sick day? If yes, describe the process.</li> </ol>
Professional Activities and Organizations   Memberships in Community Organizations	<p>Will the Board address memberships in professional activities/organizations and/or community organizations its employment contract negotiations with the successful Director candidate? If yes, then:</p> <ol style="list-style-type: none"> <li>1. How many organizations will the Board allow the Director to join?</li> <li>2. Which organizations will be allowed?</li> <li>3. What is the Board's limit for the cost of dues to professional organizations?</li> </ol>
	<p>Will the Board address any type of payment(s) upon the Director's retirement? If yes, then:</p> <ol style="list-style-type: none"> <li>1. Has the Board thoroughly examined and addressed:</li> </ol>

Retirement	<ul style="list-style-type: none"> <li>a. Any consequences or other penalties to it?</li> <li>b. The impact of any prior salary increases?</li> <li>c. Potential pension reform issues?</li> </ul> <p>2. Often, a successful Director candidate's attorney has interest in the following issues:</p> <ul style="list-style-type: none"> <li>a. Available post-retirement options available, e.g., payments for sick/vacation days, post-retirement insurance, longevity annuity payment, etc.</li> <li>b. Whether a potential retirement payment will be properly creditable for TRS purposes. <b>Note:</b> Ultimately, only TRS has the authority to determine creditability.</li> </ul>
Annuities and Other Deferred Compensation	<p>Will the Board address any type of annuities and other deferred compensation issues? If yes, then:</p> <ul style="list-style-type: none"> <li>1. Will it offer such compensation in addition to the Director's agreed-upon salary?</li> <li>2. Will it contribute creditable earnings for TRS purposes?</li> </ul>

**Changes to the Director's Employment Contract**

<b>Director Contract Term Considerations for the Board</b>	<b>Explanation, Special Considerations, and Resources</b>
Non-Renewal at End of Contract	<p>How will the Board and successful Director candidate agree to address orderly end to the employment contract when the Board chooses not to renew it?</p> <ul style="list-style-type: none"> <li>1. Will there be a non-renewal notification date? Do both parties' attorneys find it reasonable?</li> <li>2. Will the Board require the Director to remind it of the non-renewal date?</li> <li>3. Will there be any agreement to a clause for an automatic one-year renewal if the Board fails to provide end-of-contract non-renewal notification?</li> <li>4. Will the Board agree to language in the employment contract that would provide the Director with a hearing upon non-renewal?</li> </ul>
Renewal at End of Contract	<p>Will the Board agree to a procedure for renewing the employment contract at its end? If yes, then:</p> <ul style="list-style-type: none"> <li>1. What date would be the earliest that the Board could renew its employment contract with the Director?</li> <li>2. What criteria will the Board base its renewal upon? For example, some boards base renewal upon Directors achieving their stated goals and indicators of student performance and academic improvement and other information they required.</li> </ul>
	<p>Will the Board agree to allow for an extension of its employment contract during its term? If yes, then:</p>

Contract Extensions	<ol style="list-style-type: none"> <li>1. Will the Board agree to extend it during its term if the Board determines that the Director successfully met all of the Board’s stated goals and indicators of student performance and academic improvement and other information it required?</li> <li>2. Will the Board agree to extend a one-year contract when the Director is not required to meet any goals?</li> </ol> <p>See 105 ILCS 5/10-23.8.</p>
Terminations	<p>If the successful Director candidate accepts employment with the Board and becomes the Director, how will the Board outline the grounds and procedures for terminating the Director’s employment during the contract’s term?</p> <ol style="list-style-type: none"> <li>1. Will the Board and the successful Director candidate agree to terminate it upon mutual agreement?</li> <li>2. Will the Board allow retirement to be an appropriate reason for terminating its employment contract with the Director? And if so, will the Board require reasonable notice from its Director?</li> <li>3. Could either the Board or Director terminate the employment contract without cause by providing notice to the other?</li> <li>4. Will the Board terminate the employment contract for permanent disability of the Director? <ol style="list-style-type: none"> <li>a. How will the Board define permanent disability in the contract?</li> <li>b. Will the Board require the Director to obtain a permanent disability determination through physician certification, and/or</li> <li>c. Will the Board consider duration of absence; e.g., 90-days or exhaustion of sick leave, whichever is greater?</li> </ol> </li> </ol> <p>See <b>PRESS</b> sample policy 5:180, <i>Temporary Illness or Temporary Incapacity</i>.</p> <ol style="list-style-type: none"> <li>5. What standard will the Board use to terminate the employment contract for cause? Items to consider include: <ol style="list-style-type: none"> <li>a. Any conduct detrimental/prejudicial to the Joint Agreement;*</li> <li>b. Just cause;</li> <li>c. Sufficient to dismiss a tenured teacher;</li> <li>d. Material breach of contract; or</li> <li>e. Not arbitrary and capricious.</li> </ol> <p>*50 ILCS 205/3c, amended by P.A. 100-1040, requires a school district to post on its website and make available to news media specific information about severance agreements that it enters into because an employee or contractor was found to have engaged in sexual harassment or sexual discrimination, as defined by the Ill. Human Rights Act or Title VII of the Civil Rights Act of 1964. See <b>Severance Pay</b> row directly below.</p> </li> <li>6. Will the Board agree to provisions for hearing and due process for the Director?</li> <li>7. How will the Board address death of its Director during the duration of the employment contract?</li> </ol>

Severance Pay	<p>Any renewal or renegotiation that adds a condition of severance pay must include the following provisions of GSPA, 5 ILCS 415/10(a)(1), added by P.A. 100-895:</p> <ol style="list-style-type: none"> <li>1. A restriction to an amount not exceeding 20 weeks of compensation; and</li> <li>2. A prohibition for any severance if the Director is fired for <i>misconduct</i> by the Board. This law defines misconduct to include sexual harassment and/or discrimination. But 50 ILCS 205/3c, amended by P.A. 100-1040, limits sexual harassment or discrimination to instances when an employee is “found to have engaged in sexual harassment or sexual discrimination, as defined by the Ill. Human Rights Act or Title VII of the Civil Rights Act of 1964.” For more discussion about these laws, see f/n 6 in policy 2:260, <i>Uniform Grievance Procedure</i>.</li> </ol>
Liquidated Damages	<p>Will the Board agree to liquidate damages with its Director if one or the other terminates the employment contract?</p> <ol style="list-style-type: none"> <li>1. Have both the Board and the successful Director candidate discussed the practical consequences of a liquidated damages clause with their respective attorneys?</li> <li>2. If the Board terminates the contract, has it discussed with the Board Attorney how it can avoid litigation with its former Director?</li> </ol>
Amendments	How will the Board and Director agree to allow for amendments to the employment contract?

**What technical clauses need to be in the Director’s employment contract?**

Director Contract Term Considerations for the Board	Explanation, Special Considerations, and Resources
Technical clauses (common in contracts)	<p>If the employment contract contains any of the following technical provisions, have the Board Attorney and Director’s attorney reviewed them?</p> <ol style="list-style-type: none"> <li>1. Notice</li> <li>2. Applicable law</li> <li>3. Headings and numbers</li> <li>4. Complete understanding, i.e., do the Board members and Director share the same understanding of the various provisions written in the employment contract?</li> <li>5. Counterparts</li> <li>6. Effect of Policy Amendments</li> <li>7. Severability</li> <li>8. Advice of Counsel</li> </ol>

**Miscellaneous Issues**

Director Contract Term Considerations for	Explanation, Special Considerations, and Resources
-------------------------------------------	----------------------------------------------------

<b>the Board</b>	
Board Obligations Under the Employment Contract	<p>Do all members of the Board understand the Joint Agreement's obligations under the employment contract and what not complying with them will mean to the Joint Agreement?</p> <p>Specifically, are Board members aware of the Board's specific obligations regarding:</p> <ol style="list-style-type: none"> <li>1. The Director Evaluation</li> <li>2. Goal setting</li> <li>3. Required notifications/actions by each party prior to termination of the employment contract</li> </ol>
Ongoing Monitoring of Each Party's Compliance with the Contract	<p>Are the Board and Director actually complying with the terms of the employment contract? Has the Board Attorney explained how the Board should monitor compliance with the employment contract?</p>
Legislative Issues	<p>How might pending pension reform legislation or other trending legislation affect the employment contract?</p>

ADOPTED: January 22, 2020

**Midstate Special Education Coop**

## **3:50 Administrative Personnel Other Than the Special Education Director**

### Duties and Authority

Joint Agreement administrative and supervisory positions are established by the Executive Committee in accordance with State law. This policy applies to all administrators other than the Special Education Director. The general duties and authority of each administrative or supervisory position are approved by the Governing Board, upon the Special Education Director's recommendation, and contained in the respective position's job description.

### Qualifications

All administrative personnel shall have a valid administrative license and appropriate endorsements issued by the State Educator Preparation and Licensure Board and such other qualifications as specified in the position's job descriptions.

### Evaluation

The performance of all administrative personnel will be evaluated by the Special Education Director or designee; the Special Education Director shall make employment and salary recommendations to the Executive Committee.

Administrators shall annually present evidence to the Special Education Director of professional growth through attendance at educational conferences, additional schooling, in-service training and through participation in the general development and improvement of the Joint Agreement's programs.

### Administrative Work Year

The administrators' work year shall be the same as the fiscal year, July 1 through June 30, unless otherwise stated in the employment agreement. All administrators shall be available for work when their services are necessary.

### Compensation and Benefits

The Board and each administrator shall enter into an employment agreement that complies with Board policy and State law. The terms of an individual employment contract, when in conflict with this policy, will control.

The Executive Committee will consider the Special Education Director's recommendations when setting compensation for individual administrators.

Unless stated otherwise in individual employment contracts, all benefits and leaves of absence available to teaching personnel are available to administrative personnel.

LEGAL REF:105 ILCS 5/10-21.4a, 5/10-23.8a, 5/10-23.8b, 5/21B, and 5/24A.

23 Ill.Admin.Code §§1.310, 1.705, and 50.300; and Parts 25 and 29.

CROSS REF:3:60 (Administrative Responsibility of the Building Principal), 5:30 (Hiring Process and Criteria), 5:250 (Leaves of Absence)

ADOPTED:August 19, 2015

### **3:70 Succession of Authority**

If the Special Education Director, Assistant Director, or other administrator is temporarily absent, the succession of authority and responsibility of the respective office shall follow a succession plan, developed by the Special Education Director and approved by the Executive Committee.

ADOPTED: May 17, 2017

**Midstate Special Education Coop**



**SECTION 4 - OPERATIONAL SERVICES**

**Midstate Special Education Coop**

## **4:10 Fiscal and Business Management**

The Special Education Director is responsible for the Joint Agreement's fiscal and business management. This responsibility includes annually preparing and presenting the Joint Agreement's statement of affairs to the Governing Board and publishing it before December 1, as required by State law.

The Special Education Director shall ensure the efficient and cost-effective operation of the Joint Agreement's business management using computers, computer software, data management, communication systems, and electronic networks, including electronic mail, the Internet, and security systems. Each person using the Joint Agreement's electronic network shall complete an *Authorization for Access to the District's Electronic Network*.

### Budget Planning

The Joint Agreement's fiscal year is from July 1 until June 30. The Special Education Director shall present a tentative budget to the Executive Committee at a regular or special meeting on or before the regularly scheduled meeting in July in order that the Executive Committee may make recommendations to the Governing Board for a final budget. The final budget shall be adopted by the Governing Board no later than September of each calendar year. This budget shall represent the culmination of an ongoing process of planning for the fiscal support needed for the Joint Agreement's programs.

### Preliminary Adoption Procedures

After receiving the Special Education Director's proposed budget, the Governing Board sets the date, place, and time for:

1. A public hearing on the proposed budget, and
2. The proposed budget to be available to the public for inspection.

The Special Education Director shall arrange to publish a notice in a local newspaper stating the date, place, and time of the proposed budget's availability for public inspection and the public hearing. The proposed budget shall be available for public inspection at least 30 days before the time of the budget hearing.

At the public hearing, the proposed budget shall be reviewed and the public shall be invited to comment, question, or advise the Governing Board.

### Final Adoption Procedures

The Governing Board adopts a budget before the end of the first quarter of each fiscal year (September 30), or by such alternative procedure as State law may define.

The Governing Board adopts the budget by roll call vote. The budget resolution shall be incorporated into the meeting's official minutes. Board members' names voting yea and nay shall be recorded in the minutes.

The Special Education Director or designee shall file a certified copy of the budget resolution and an estimate of revenues by source anticipated to be received in the following fiscal year (certified by the District's chief fiscal officer) with the County Clerk for each county in the joint agreement within 30 days of the budget's adoption. A copy will also be filed with the ROE.

The special education director or her designee will also post the Joint Agreement's final annual budget, itemized by receipts and expenditures, on the Joint Agreement's website.

## Budget Amendments

The Governing Board may amend the budget by the same procedure as provided for in the original adoption.

## Implementation

The Special Education Director or designee shall implement the Joint Agreement's budget and provide the Executive Committee with a monthly financial report that includes all current fund balances.

## LEGAL REF.:

35 ILCS 200/18-55 et seq.

105 ILCS 5/10-17, 5/10-22.33, 5/17-1, 5/17-1.2, 5/17-2A, 5/17-3.2, 5/17-11, 5/20-5, 5/20-8, and 5/20-10.

23 Ill.Admin.Code Part 100.

CROSS REF.: 4:40, (Incurring Debt), 6:235 (Access to Electronic Networks)

Adopted: March 21, 2018

**Midstate Special Education Coop**

## 4:15 Identity Protection

The collection, storage, use, and disclosure of social security numbers by the Joint Agreement shall be consistent with State and federal laws. The goals for managing the Joint Agreement's collection, storage, use, and disclosure of social security numbers are to:

1. Limit all activities involving social security numbers to those circumstances that are authorized by State or federal law.
2. Protect each social security number collected or maintained by the Joint Agreement from unauthorized disclosure.

The Director is responsible for ensuring that the Joint Agreement complies with the Identity Protection Act, 5 ILCS 179/. Compliance measures shall include each of the following:

1. All employees having access to social security numbers in the course of performing their duties shall be trained to protect the confidentiality of social security numbers. Training should include instructions on the proper handling of information containing social security numbers from the time of collection through the destruction of the information.
2. Only employees who are required to use or handle information or documents that contain social security numbers shall have access to such information or documents.
3. Social security numbers requested from an individual shall be provided in a manner that makes the social security number easily redacted if the record is required to be released as part of a public records request.
4. When collecting a social security number or upon request by an individual, a statement of the purpose(s) for which the Joint Agreement is collecting and using the social security number shall be provided. The stated reason for collection of the social security number must be relevant to the documented purpose.
5. All employees must be advised of this policy's existence and a copy of the policy must be made available to each employee. The policy must also be made available to any member of the public, upon request.
6. If this policy is amended, employees will be advised of the existence of the amended policy and a copy of the amended policy will be made available to each employee.

No Joint Agreement employee shall collect, store, use, or disclose an individual's social security number unless specifically authorized by the Director. An employee who has substantially breached the confidentiality of social security numbers may be subject to disciplinary action or sanctions up to and including dismissal in accordance with Joint Agreement policy and procedures. This policy shall not be interpreted as a guarantee of the confidentiality of social security numbers and/or other personal information. The Joint Agreement will use best efforts to comply with this policy, but this policy should not be construed to convey any rights to protection of information not otherwise afforded by law.

### Treatment of Personally Identifiable Information Under Grant Awards

The Director ensures that the Joint Agreement takes reasonable measures to safeguard: (1) *protected personally identifiable information*, (2) other information that a federal awarding agency, pass-through agency or State awarding agency designates as sensitive, such as *personally identifiable information* (PII) and (3) information that the Joint Agreement considers to be sensitive consistent with applicable laws regarding privacy and confidentiality (collectively, *sensitive information*), when administering federal grant awards and State grant awards governed by the Grant Accountability and Transparency Act (30 ILCS 708/).

The Director shall establish procedures for the identification, handling, storage, access, disposal and overall confidentiality of sensitive information. The Director shall ensure that employees and

contractors responsible for the administration of a federal or State award for the Joint Agreement receive regular training in the safeguarding of sensitive information. Employees mishandling sensitive information are subject to discipline, up to and including dismissal.

CROSS REF: 2:250 (Access to Joint Agreement Public Records), 5:150 (Personnel Records), 7:340 (Student Records)

ADOPTED: January 22, 2020

## **Midstate Special Education Coop**

## **4:30 Revenue and Investments**

### Revenue

The Special Education Director or designee is responsible for making all claims for assessments to Member Joint Agreements, State Aid, special State funds for specific programs, federal funds, and categorical grants.

### Investments

The Special Education Director shall either appoint a Chief Investment Officer or serve as one. The Chief Investment Officer shall invest money that is not required for current operations, in accordance with this policy and State law.

The Chief Investment Officer shall use the standard of prudence when making investment decisions. They shall use the judgment and care, under circumstances then prevailing, that persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the safety of their capital as well as its probable income.

### Investment Objectives

The objectives for the Joint Agreement's investment activities are:

1. Safety of Principal - Every investment is made with safety as the primary and over-riding concern. Each investment transaction shall ensure that capital loss, whether from credit or market risk, is avoided.
2. Liquidity - The investment portfolio shall provide sufficient liquidity to pay Joint Agreement obligations as they become due. In this regard, the maturity and marketability of investments shall be considered.
3. Rate of Return - The highest return on investments is sought, consistent with the preservation of principal and prudent investment principles.
4. Diversification - The investment portfolio is diversified as to materials and investments, as appropriate to the nature, purpose, and amount of the funds.

### Authorized Investments

The Chief Investment Officer may invest any Joint Agreement funds in any investment as authorized in 30 ILCS 235/2, and Acts amended thereto.

Except as provided herein, investments may be made only in banks, savings banks, savings and loan associations, or credit unions that are insured by the Federal Deposit Insurance Corporation or other approved share insurer.

The Chief Investment Officer and Special Education Director shall regularly consider material, relevant, and decision-useful sustainability factors in evaluating investment decisions, within the bounds of financial and fiduciary prudence. Such factors include, but are not limited to: (1) corporate governance and leadership factors, (2) environmental factors, (3) social capital factors, (4) human capital factors, and (5) business model and innovation factors, as provided under the Ill. Sustainable Investing Act, 30 ILCS 238/.

### Selection of Depositories, Investment Managers, Dealers, and Brokers

The Chief Investment Officer shall establish a list of authorized depositories, investment managers, dealers and brokers based upon the creditworthiness, reputation, minimum capital requirements, qualifications under State law, as well as a long history of dealing with public fund entities. The Board will review and approve the list at least annually.

In order to be an authorized depository, each institution must submit copies of the last two sworn statements of resources and liabilities or reports of examination, that the institution is required to furnish to the appropriate State or federal agency. Each institution designated as a depository shall, while acting as such depository, furnish the Joint Agreement with a copy of all statements of resources and liabilities or all reports of examination, that it is required to furnish to the appropriate State or federal agency.

The above eligibility requirements of a bank to receive or hold public deposits do not apply to investments in an interest-bearing savings account, interest-bearing certificate of deposit, or interest-bearing time deposit if: (1) the Joint Agreement initiates the investment at or through a bank located in Illinois, and (2) the invested public funds are at all times fully insured by an agency or instrumentality of the federal government.

The Joint Agreement may consider a financial institution's record and current level of financial commitment to its local community when deciding whether to deposit funds in that financial institution. The Joint Agreement may consider factors including:

1. For financial institutions subject to the federal Community Reinvestment Act of 1977, the current and historical ratings that the financial institution has received, to the extent that those ratings are publicly available, under the federal Community Reinvestment Act of 1977;
2. Any changes in ownership, management, policies, or practices of the financial institution that may affect the level of the financial institution's commitment to its community;
3. The financial impact that the withdrawal or denial of Joint Agreement deposits might have on the financial institution;
4. The financial impact to the Joint Agreement as a result of withdrawing public funds or refusing to deposit additional public funds in the financial institution; and
5. Any additional burden on the Joint Agreement's resources that might result from ceasing to maintain deposits of public funds at the financial institution under consideration.

### Collateral Requirements

All amounts deposited or invested with financial institutions in excess of any insurance limit shall be collateralized in accordance with the Public Funds Investment Act, 30 ILCS 235/. The Special Education Director or designee shall keep the Board informed of collateral agreements.

### Safekeeping and Custody Arrangements

The preferred method for safekeeping is to have securities registered in the Joint Agreement's name and held by a third-party custodian. Safekeeping practices should qualify for the Governmental Accounting Standards Board (GASB) Statement No. 3, Deposits with Financial Institutions, Investments (including Repurchase Agreements), and Reverse Repurchase Agreements, Category I, the highest recognized safekeeping procedures.

### Controls and Report

The Chief Investment Officer shall establish a system of internal controls and written operational procedures to prevent losses arising from fraud, employee error, misrepresentation by third parties, or imprudent employee action.

The Chief Investment Officer shall provide a quarterly investment report to the Board. The report will: (1) assess whether the investment portfolio is meeting the Joint Agreement's investment objectives, (2) identify each security by class or type, book value, income earned, and market value, (3) identify those institutions providing investment services to the Joint Agreement, and (4) include any other relevant information. The investment portfolio's performance shall be measured by appropriate and creditable industry standards for the investment type.

The Executive Committee will determine, after receiving the Special Education Director's recommendation, which fund is in most need of interest income and the Special Education Director shall execute a transfer. This provision does not apply when the use of interest earned on a particular fund is restricted.

#### Ethics and Conflicts of Interest

The Governing Board and Joint Agreement officials will avoid any investment transaction or practice that in appearance or fact might impair public confidence. Board members are bound by the Board policy 2:100, *Board Member Conflict of Interest*. No Joint Agreement employee having influence on the Joint Agreement's investment decisions shall:

1. Have any interest, directly or indirectly, in any investments in which the Joint Agreement is authorized to invest,
2. Have any interest, directly or indirectly, in the sellers, sponsors, or managers of those investments, or
3. Receive, in any manner, compensation of any kind from any investments in that the agency is authorized to invest.

CROSS REF.: 2:100 (Board Member Conflict of Interest), 4:10 (Fiscal and Business Management), 4:80 (Accounting and Audits)

DATED: January 22, 2020

**Midstate Special Education Coop**



## 4:40 Incurring Debt

The Joint Agreement may borrow up to 50% of any State categorical or grant payments due and payable to the Joint Agreement, if a hardship exists. Principal and interest shall be repaid from the categorical or grant payments within the fiscal year, unless amended by the Governing Board/Executive Committee.

### Bond Issue Obligations

In connection with the Governing Board/Executive Committee's issuance of bonds, the Special Education Director shall be responsible for ensuring the Joint Agreement's compliance with federal securities laws, including the anti-fraud provisions of the Securities Act of 1933, as amended and, if applicable, the continuing disclosure obligations under Rule 15c2-12 of the Securities Exchange Act of 1934, as amended.

Additionally, in connection with the Governing Board/Executive Committee's issuance of bonds, the interest on which is excludable from *gross income* for federal income tax purposes, or which enable the Joint Agreement or bond holder to receive other federal tax benefits, the Governing Board/Executive Committee authorizes the Special Education Director to establish written procedures for post-issuance compliance monitoring for such bonds to protect their tax-exempt (or tax-advantaged) status.

The Governing Board/Executive Committee may contract with outside professionals, such as bond counsel and/or a qualified financial consulting firm, to assist it in meeting the requirements of this subsection.

### LEGAL REF.:

Securities Act of 1933, 15 U.S.C. §77a et seq.

Securities Exchange Act of 1934, 15 U.S.C. §78a et seq.

17 C.F.R. §240.15c2-12.

Bond Authorization Act, 30 ILCS 305/2.

Bond Issue Notification Act, 30 ILCS 352/.

Local Government Debt Reform Act, 30 ILCS 350/.

Tax Anticipation Note Act, 50 ILCS 420/.

105 ILCS 5/17-16, 5/17-17, 5/18-18, and 5/19-1 et seq.

Adopted: August 22, 2018

**Midstate Special Education Coop**

## 4:45 Insufficient Fund Checks and Debt Recovery

The Special Education Director is responsible for collecting up to the maximum fee authorized by State law for returned checks written to the Joint Agreement which are not honored upon presentation to the respective bank or other depository institution for any reason. The Special Education Director is authorized to contact the Joint Agreement's attorney whenever necessary to collect the returned check amount, fee, collection costs and expenses, and interest.

### Delinquent Debt Recovery

The Special Education Director is authorized to seek collection of delinquent debt owed the Joint Agreement to the fullest extent of the law.

A Local Debt Recovery Program may be available through the Illinois Office of the Comptroller (IOC) in the future. To participate in it, an intergovernmental agreement (IGA) between the District and the IOC must be in existence. The IGA establishes the terms under which the District may refer a delinquent debt to the IOC for an offset (deduction). The IOC may execute an offset, in the amount of the delinquent debt owed to the District, from a future payment that the State makes to an individual or entity responsible for paying the delinquent debt.

The Special Education Director or designee shall execute the requirements of the IGA. While executing the requirements of the IGA, the Special Education Director or designee is responsible, without limitation, for each of the following:

1. Providing a Joint Agreement-wide, uniform, method of notice and due process to the individual or entity against whom a claim for delinquent debt payment (*claim*) is made. Written notice and an opportunity to be heard must be given to the individual or entity responsible for paying a delinquent debt before the claim is certified to the IOC for offset. The notice must state the claim's amount, the reason for the amount due, the claim's date or time period, and a description of the process to challenge the claim.
2. Certifying to the IOC that the debt is past due and legally enforceable, and notifying the IOC of any change in the status of an offset claim for delinquent debt.
3. Responding to requests for information from the IOC to facilitate the prompt resolution of any administrative review requests received by the IOC.

LEGAL REF.:

810 ILCS 5/3-806.

Adopted: March 20, 2019

**Midstate Special Education Coop**

## **4:50 Payment Procedures**

The Treasurer shall prepare a list of all due and payable bills, indicating vendor name and amount, and shall present it to the Executive Committee in advance of the Committee's first regular monthly meeting or, if necessary, a special meeting. These bills shall be reviewed by the Executive Committee, after which they may be approved for payment by Executive Committee order. Approval of all bills shall be given by a roll call vote and the votes shall be recorded in the minutes. The Treasurer shall pay the bills after receiving an Executive Committee order or pertinent portions of the Committee minutes, even if the minutes are unapproved, provided the order or minutes are signed by the President and Secretary, or a majority of the Committee.

The Treasurer is authorized, without further Executive Committee approval, to pay Social Security taxes, wages, pension contributions, utility bills, and other recurring bills. These disbursements shall be included in the listing of bills presented to the Executive Committee.

Revolving funds may be used, provided such funds are maintained in accordance with Board policy 4:80, *Accounting and Audits*, and remain in the custody of an employee who is properly bonded according to State law.

CROSS REF.: 4:55 (Use of Credit and Procurement Cards), 4:60 (Purchases and Contracts), 4:80 (Accounting and Audits)

Adopted: June 17, 2020

**Midstate Special Education Coop**

## 4:55 Use of Credit and Procurement Cards

The Special Education Director and employees designated by the Special Education Director are authorized to use Joint Agreement credit and procurement cards to simplify the acquisition, receipt, and payment of purchases and travel expenses incurred on the Joint Agreement's behalf. Credit and procurement cards shall only be used for those expenses that are for the Joint Agreement's benefit and serve a valid and proper public purpose; they shall not be used for personal purchases. Cardholders are responsible for exercising due care and judgment and for acting in the Joint Agreement's best interests.

The Special Education Director or designee shall manage the use of Joint Agreement credit and procurement cards by employees. It is the Board's responsibility, through the audit and approval process, to determine whether Joint Agreement credit and procurement card use by the Special Education Director is appropriate.

In addition to the other limitations contained in this and other Board policies, Joint Agreement credit and procurement cards are governed by the following restrictions:

1. Credit and/or procurement cards may only be used to pay certain job-related expenses or to make purchases on behalf of the Board or Joint Agreement or any student activity fund, or for purposes that would otherwise be addressed through a conventional revolving fund.
2. The Special Education Director or designee shall instruct the issuing bank to block the cards' use at unapproved merchants.
3. Each cardholder, other than the Special Education Director, may charge no more than \$500 in a single purchase and no more than \$1000 within a given month without prior authorization from the Special Education Director.
4. The Special Education Director or designee must approve the use of a Joint Agreement credit or procurement card whenever such use is by telephone, fax, and the Internet. Permission shall be withheld when the use violates any Board policy, is from a vendor whose reputation has not been verified, or would be more expensive than if another available payment method were used.
5. The consequences for unauthorized purchases include, but are not limited to, reimbursing the Joint Agreement for the purchase amount, loss of cardholding privileges, and, if made by an employee, discipline up to and including discharge.
6. All cardholders must sign a statement affirming that they are familiar with this policy.
7. The Special Education Director shall implement a process whereby all purchases using a Joint Agreement credit or procurement card are reviewed and approved by someone other than the cardholder or someone under the cardholder's supervision.
8. Cardholders must submit the original, itemized receipt to document all purchases.
9. No individual may use a Joint Agreement credit or procurement card to make purchases in a manner contrary to State law, including, but not limited to, the bidding and other purchasing requirements in 105 ILCS 5/10-20.21, or any Board policy.
10. The Superintendent or designee shall account for any financial or material reward or rebate offered by the company or institution issuing the District credit or procurement card and shall ensure that it is used for the District's benefit.

LEGAL REF.:105 ILCS 5/10-20.21.

23 Ill.Admin.Code §100.70(d).

CROSS REF.:4:50 (Payment Procedures), 4:60 (Purchases and Contracts), 4:80 (Accounting and Audits), 4:90 (Activity Funds), 5:60 (Expenses)

ADOPTED:October 15, 2014

## **Midstate Special Education Coop**

## 4:60 Purchases and Contracts

The Special Education Director shall manage the Joint Agreement's purchases and contracts in accordance with the law, the standards set forth in this policy, and other applicable Board policies.

### Standards for Purchasing and Contracting

All purchases and contracts shall be entered into in accordance with Illinois law. The Board Attorney shall be consulted as needed regarding the legal requirements for purchases or contracts. All contracts shall be approved or authorized by the Board.

All purchases and contracts should support a recognized Joint Agreement function or purpose as well as provide for good quality products and services at the lowest cost, with consideration for service, reliability, and delivery promptness, and in compliance with State law. No purchase or contract shall be made or entered into as a result of favoritism, extravagance, fraud, or corruption.

Adoption of the annual budget authorizes the Special Education Director or designee to purchase budgeted supplies, equipment, and services, provided that State law is followed. Purchases of items outside budget parameters require prior Board approval, except in an emergency.

When presenting a contract or purchase for Board approval, the Special Education Director or designee shall ensure that it complies with applicable State law, including but not limited to, those specified below:

1. Supplies, materials, or work involving an expenditure in excess of \$25,000 must comply with the State law bidding procedure, 105 ILCS 5/10-20.21, unless specifically exempted.
2. Construction, lease, or purchase of school buildings must comply with State law and Board policy 4:150, Facility Management and Building Programs.
3. Guaranteed energy savings must comply with 105 ILCS 5/19b-1 et seq.
4. Third party non-instructional services must comply with 105 ILCS 5/10-22.34c.
5. The purchase of paper and paper products must comply with 105 ILCS 5/10-20.19c and Board policy 4:70, Resource Conservation.
6. Any contract to purchase food with a bidder or offeror must comply with 105 ILCS 5/10-20.21(b-10).
7. Each contractor with the Joint Agreement is bound by each of the following:
  - a. In accordance with 105 ILCS 5/10-21.9(f): (1) prohibit any of its employees who is or was found guilty of a criminal offense listed in 105 ILCS 5/10-21.9(c) and 5/21B-80(c) to have direct, daily contact at a Joint Agreement school or school-related activity with one or more student(s); (2) prohibits any of the contractor's employees from having direct, daily contact with one or more students if the employee was found guilty of any offense in 5/21B-80(b) (certain drug offenses) until seven years following the end of the employee's sentence for the criminal offense; and (3) require each of its employees who will have direct, daily contact with student(s) to cooperate during the Joint Agreement's fingerprint-based criminal history records check on him or her.
  - b. In accordance with 105 ILCS 5/24-5: (1) concerning each new employee of a contractor that provides services to students or in schools, provide the Joint Agreement with evidence of physical fitness to perform the duties assigned and freedom from communicable disease if the employee will have direct, daily contact with one or more student(s); and (2) require any new or existing employee who has and will have direct, daily contact with one or more student(s) to complete additional health examinations as required by the Joint Agreement and be subject to additional health examinations, including tuberculosis screening, as required by the Ill. Department of Public Health rules or order of a local health official.

The Special Education Director or designee shall: (1) execute the reporting and website posting mandates in State law concerning Joint Agreement contracts, and (2) monitor the discharge of contracts, contractors' performances, and the quality and value of services or products being provided.

CROSS REF.: 2:100 (Board Member Conflict of Interest), 4:70 (Resource Conservation), 4:175 (Convicted Child Sex Offender; Screening; Notifications)

ADOPTED: January 22, 2020

## **Midstate Special Education Coop**

## **4:70 Resource Conservation**

The Joint Agreement will conserve energy resources by:

1. Periodic review of procurement procedures and specifications to ensure that purchased products and supplies are reusable, durable, or made from recycled materials, if economically and practically feasible.
2. Purchasing recycled paper and paper products in amounts that will, at a minimum, meet the specifications in the School Code, if economically and practically feasible.
3. Periodic review of procedures on the reduction of solid waste generated by academic, administrative, and other institutional functions. These procedures shall: (a) require recycling the Joint Agreement's waste stream, including landscape waste, computer paper, and white office paper, if economically and practically feasible; (b) include investigation of the feasibility of potential markets for other recyclable materials that are present in the Joint Agreement's waste stream; and (c) be designed to achieve, before July 1, 2020, at least a 50% reduction in the amount of solid waste that is generated by the Joint Agreement.
4. Adherence to energy conservation measures.

LEGAL REF.:105 ILCS 5/10-20.19c.

CROSS REF>:4:60 (Purchases and Contracts),

ADOPTED:December 20, 2017

**Midstate Special Education Coop**



## 4:80 Accounting and Audits

The Joint Agreement's accounting and audit services shall comply with the *Requirements for Accounting, Budgeting, Financial Reporting, and Auditing*, as adopted by the Ill. State Board of Education (ISBE), State and federal laws and regulations, and generally accepted accounting principles. Determination of liabilities and assets, prioritization of expenditures of governmental funds, and provisions for accounting disclosures shall be made in accordance with government accounting standards as directed by the auditor designated by the Board. The Special Education Director, in addition to other assigned financial responsibilities, shall report monthly on the Joint Agreement's financial performance, both income and expense, in relation to the financial plan represented in the budget.

### Annual Audit

At the close of each fiscal year, the Director shall arrange an audit of the Joint Agreement funds, accounts, statements, and other financial matters. The audit shall be performed by an independent certified public accountant designated by the Board and be conducted in conformance with prescribed standards and legal requirements. A complete and detailed written audit report shall be provided to each Board member and to the Director.

The Director shall annually, on or before October 15, submit an original and one copy of the audit to the Regional Superintendent of Schools.

### Annual Financial Report

The Director or designee shall annually prepare and submit the Annual Financial Report on a timely basis using the form adopted by the ISBE. The Director shall review and discuss the Annual Financial Report with the Board before it is submitted.

### Inventories

The Director or designee is responsible for establishing and maintaining accurate inventory records. The inventory record of supplies and equipment shall include a description of each item, quantity, location, purchase date, and cost or estimated replacement cost, unless the supplies and equipment are acquired by the Joint Agreement pursuant to a federal or State grant award, in which case the inventory record shall also include the information required by 2 C.F.R. 200.313, if applicable. The Director shall establish procedures for the management of property acquired by the Joint Agreement under grant awards that comply with federal and State law.

### Capitalization Threshold

To be considered a capital asset for financial reporting purposes, a capital item must be at or above a capitalization threshold of \$5,000 and have an estimated useful life greater than one year.

### Disposition of Joint Agreement Property

The Director or designee shall notify the Board, as necessary, of the following so that the Board may consider its disposition: (1) District personal property (property other than buildings and land) that is no longer needed for school purposes, and (2) school site, building, or other real estate that is unnecessary, unsuitable, or inconvenient. Notwithstanding the above, the Director or designee may unilaterally dispose of personal property of a diminutive value. The Director shall establish procedures for the disposition of property acquired by the Joint Agreement under grant awards that comply with federal and State law.

### Taxable Fringe Benefits

The Director or designee shall: (1) require that all use of Joint Agreement property or equipment by

employees is for the Joint Agreement's convenience and best interests unless it is a Board-approved fringe benefit, and (2) ensure compliance with the Internal Revenue Service regulations regarding when to report an employee's personal use of Joint Agreement property or equipment as taxable compensation.

#### Controls for Revolving Funds and Petty Cash

Revolving funds and the petty cash system are established in Board policy 4:50, *Payment Procedures*. The Director shall: (1) designate a custodian for each revolving fund and petty cash fund, (2) obtain a bond for each fund custodian, and (3) maintain the funds in compliance with this policy, State law, and ISBE rules. Each revolving fund shall be maintained in a bank that has been approved by the Board and established in an amount approved by the Director consistent with the annual budget. All expenditures from these bank accounts must be directly related to the purpose for which the account was established and supported with documentation, including signed invoices or receipts. All deposits into these bank accounts must be accompanied with a clear description of their intended purpose. The Director or designee shall include checks written to reimburse revolving funds on the Board's monthly listing of bills indicating the recipient and including an explanation.

#### Control Requirements for Checks

The Board must approve all bank accounts opened or established in the Joint Agreement's or a Joint Agreement school's name or with the Joint Agreement's Federal Employer Identification Number. All checks issued by the Joint Agreement must be signed by either the Treasurer or Business Manager, except that checks from an account containing student activity funds and revolving accounts may be signed by the respective account custodian.

#### Internal Controls

The Director is primarily responsible for establishing and implementing a system of internal controls for safeguarding the Joint Agreement's financial condition; the Board, however, will oversee these safeguards. The control objectives are to ensure efficient business and financial practices, reliable financial reporting, and compliance with State law and Board policies, and to prevent losses from fraud, waste, and abuse, as well as employee error, misrepresentation by third parties, or other imprudent employee action.

The Director or designee shall annually audit the Joint Agreement's financial and business operations for compliance with established internal controls and provide the results to the Board. The Board may from time-to-time engage a third-party to audit internal controls in addition to the annual audit.

CROSS REF.: 4:10 (Fiscal and Business Management), 4:50 (Payment Procedures), 4:55 (Use of Credit and Procurement Cards), 4:90 (Activity Funds)

ADOPTED: January 22, 2020

Adopted: January 22, 2020

**Midstate Special Education Coop**

## **4:100 Insurance Management**

The Special Education Director shall recommend and maintain all insurance programs that provide the broadest and most complete coverage available at the most economical cost, consistent with sound insurance principles.

The insurance program shall include:

1. Liability coverage to insure against any loss or liability of the Joint Agreement and the listed individuals against civil rights damage claims and suits, constitutional rights damage claims and suits, and death and bodily injury and property damage claims and suits, including defense costs, when damages are sought for negligent or wrongful acts allegedly committed in the scope of employment or under the Governing Board's direction or related to any mentoring services provided to the District's certified staff members; Board members; Executive Committee members, employees; volunteer personnel authorized by 105 ILCS 5/10-22.34, 5/10-22.34a, and 5/10-22.34b; mentors of certified staff members authorized in 105 ILCS 5/21A-5 et seq. (new teacher), 105 ILCS 5/2-3.53a (new principal), and 2-3.53b (new superintendents); and student teachers.
2. Comprehensive property insurance covering a broad range of causes of loss involving building and personal property. The coverage amount shall normally be for the replacement cost or the insurable value.
3. Workers' Compensation to protect the individual employees against financial loss in case of a work-related injury, certain types of disease, or death incurred in an employee-related situation.
4. Employee insurance programs.

ADOPTED: January 22, 2020

**Midstate Special Education Coop**

## **4:110 Transportation**

No employee may transport students in school or private vehicles unless authorized by the administration. Mid-State staff will follow the district policy and procedures.

CROSS REF.: 4:170 (Safety), 5:120 (Ethics and Conduct), 5:280 (Educational Support Personnel - Duties and Qualifications), 6:140 (Education of Homeless Children)

ADOPTED: January 22, 2020

**Midstate Special Education Coop**

## **4:160 Environmental Quality of Buildings and Grounds**

The Special Education Director shall take all reasonable measures to protect: (1) the safety of Joint Agreement personnel, students, and visitors on Joint Agreement premises from risks associated with hazardous materials and (2) the environmental quality of the Joint Agreement's buildings and grounds. Before pesticides are used on Joint Agreement premises, the Director or designee shall notify employees and parents/guardians of students as required by the Structural Pest Control Act, 225 ILCS 235/, and the Lawn Care Products Application and Notice Act, 415 ILCS 65/.

CROSS REF.: 4:170 (Safety)

ADOPTED: January 22, 2020

**Midstate Special Education Coop**

## **4:170 Safety**

The policies and procedures for the individual member districts shall be followed.

Adopted: March 21, 2018

**Midstate Special Education Coop**

## **4:175 Convicted Child Sex Offender; Screening; Notifications**

### Persons Prohibited on School Property without Prior Permission

State law prohibits a child sex offender from being present on school property or loitering within 500 feet of school property when persons under the age of 18 are present, unless the offender meets either of the following two exceptions:

1. The offender is a parent/guardian of a student attending the school and has notified the Building Principal of his or her presence at the school for the purpose of: (i) attending a conference with school personnel to discuss the progress of his or her child academically or socially, (ii) participating in child review conferences in which evaluation and placement decisions may be made with respect to his or her child regarding special education services, or (iii) attending conferences to discuss other student issues concerning his or her child such as retention and promotion; or
2. The offender received permission to be present from the School Board, Director, or Director's designee. If permission is granted, the Director or Board President shall provide the details of the offender's upcoming visit to the Building Principal.

In all cases, the Director or designee shall supervise a child sex offender whenever the offender is in a child's vicinity. If a student is a sex offender, the Director or designee shall develop guidelines for managing his or her presence in school.

### Screening

The Director or designee shall perform fingerprint-based criminal history records information checks and/or screenings required by State law or Board policy for employees; student teachers; students doing field or clinical experience other than student teaching; contractors' employees who have direct, daily contact with one or more children; and resource persons and volunteers. He or she shall take appropriate action based on the result of any criminal background check and/or screen.

### Notification to Parents/Guardians

The Director shall develop procedures for the distribution and use of information from law enforcement officials under the Sex Offender Community Notification Law and the Murderer and Violent Offender Against Youth Community Notification Law. The Director or designee shall serve as the Career Center contact person for purposes of these laws. The Director and Building Principal shall manage a process for schools to notify the parents/guardians during school registration that information about sex offenders is available to the public as provided in the Sex Offender Community Notification Law. This notification must occur during school registration and at other times as the Director or Building Principal determines advisable.

LEGAL REF.:20 ILCS 2635/, Uniform Conviction Information Act.

720 ILCS 5/11-9.3.

730 ILCS 152/, Sex Offender Community Notification Law.

730 ILCS 154/75-105, Murderer and Violent Offender Against Youth Community Notification Law.

CROSS REF.:5:30 (Hiring Process and Criteria), 5:260 (Student Teachers), 6:250 (Community Resource Persons and Volunteers), 8:30 (Visitors to and Conduct on School Property), 8:100 (Relations with Other Organizations and Agencies)

ADOPTED:January 18, 2017

# Midstate Special Education Coop



## **4:180 Pandemic Preparedness; Management; and Recovery**

The Governing Board and Executive Committee Board recognize that the Cooperative will play an essential role along with the local health department and emergency management agencies in protecting the public's health and safety during a pandemic.

A pandemic is a global outbreak of disease. Pandemics happen when a new virus emerges to infect individuals and, because there is little to no pre-existing immunity against the new virus, it spreads sustainably.

To prepare the Cooperative community for a pandemic, the Director or designee shall: (1) learn and understand how the roles that the federal, State, and local government function; (2) develop and implement practices consistent with health department protocols for businesses and (3) obtain and build awareness of the final district plans among staff.

### Emergency School Closing

In the case of a pandemic, the Governor may declare a disaster due to a public health emergency that may affect any decision for an emergency school closing. Decisions for an emergency school closing will be made by the Cooperative Superintendents in consultation with and, if necessary, at the direction of the Governor, Ill. Dept. of Public Health, District's local health department, emergency management agencies, and/or Regional Office of Education.

During an emergency school closing, the Board Chairperson and the Director may, to the extent the emergency situation allows, examine existing Board policies pursuant to Policy 2:240, *Board Policy Development*, and recommend to the Board for consideration any needed amendments or suspensions to address mandates that the Cooperative may not be able to accomplish or implement due to a pandemic.

### Board Meeting Procedure: No Physical Presence of Quorum and Participation by Audio or Video

A disaster declaration related to a public health emergency may affect the Board's ability to meet in person and generate a quorum of members who are physically present at the location of a meeting. Policy 2:220, *School Board Meeting Procedure*, governs Board meetings by video or audio conference without the physical presence of a quorum.

### Payment of Employee Salaries During Emergency School Closures

The Director shall consult with the Executive Committee Board to determine the extent to which continued payment of salaries and benefits will be made to the Cooperative's employees, pursuant to Board policies 3:40, Special Education Director, 3:50, *Administrative Personnel Other Than the Special Education Director*, 5:35, *Compliance with the Fair Labor Standards Act*, 5:200, *Terms and Conditions of Employment and Dismissal*, and 5:270, *Employment At-Will, Compensation, and Assignment*, and consistent with: (1) applicable laws, regulations, federal or State or local emergency declarations, executive orders, and agency directives; (2) collective bargaining agreements and any bargaining obligations; and (3) the terms of any grant under which an employee is being paid.

CROSS REF.: 1:20 (District Organization, Operations, and Cooperative Agreements), 2:20 (Powers and Duties of the School Board; Indemnification), 2:220 (School Board Meeting Procedure), 2:240 (Board Policy Development), 3:40 (Superintendent), 3:50 (Administrative Personnel Other Than the Superintendent), 3:70 (Succession of Authority), 4:170 (Safety), 5:35 (Compliance with the Fair Labor Standards Act), 5:200 (Terms and Conditions of Employment and Dismissal), 5:270 (Employment At-Will, Compensation, and Assignment), 6:60 (Curriculum Content), 6:300 (Graduation Requirements)

Adopted: September 16, 2020

# Midstate Special Education Coop

**SECTION 5 - PERSONNEL**

**Midstate Special Education Coop**

**General Personnel**

**Midstate Special Education Coop**

## 5:10 Equal Employment Opportunity and Minority Recruitment

Mid-State Special Education Joint Agreement shall provide equal employment opportunities to all persons regardless of their race, color, religion, creed, national origin, sex, sexual orientation, age, ancestry, marital status, arrest record, military status, order of protection status, unfavorable military discharge, citizenship status, provided the individual is authorized to work in the United States, use of lawful products while not at work, being a victim of domestic violence, sexual violence, or gender violence; genetic information; physical or mental handicap or disability, if otherwise able to perform the essential functions of the job with reasonable accommodation; pregnancy, childbirth, or related medical conditions; credit history, unless a satisfactory credit history is an established bona fide occupational requirement of a particular position; or other legally protected categories. No one will be penalized solely for his or her status as a registered qualifying patient or a registered designated caregiver for purposes of the Compassionate Use of Medical Cannabis Program Act, 410 ILCS 130/.

Persons who believe they have not received equal employment opportunities should report their claims to the Nondiscrimination Coordinator and/or a Complaint Manager for the Uniform Grievance Policy. These individuals are listed below. No employee or applicant will be discriminated or retaliated against because he or she: (1) requested, attempted to request, used, or attempted to use a reasonable accommodation as allowed by the Illinois Human Rights Act, or (2) initiated a complaint, was a witness, supplied information, or otherwise participated in an investigation or proceeding involving an alleged violation of this policy or State or federal laws, rules or regulations, provided the employee or applicant did not make a knowingly false accusation nor provide knowingly false information.

### Administrative Implementation

Annually, by July 1<sup>st</sup>, a male and female Nondiscrimination Coordinator shall be appointed by the Executive Committee for the Joint Agreement.

The Nondiscrimination Coordinator and Complaint Managers identified in policy 2:260 will also serve as the Nondiscrimination Coordinator and Complaint Managers for administration of this policy.

### Minority Recruitment

The Joint Agreement will attempt to recruit and hire minority employees. The implementation of this policy may include advertising openings in minority publications, participating in minority job fairs, and recruiting at colleges and universities with significant minority enrollments. This policy, however, does not require or permit the Joint Agreement to give preferential treatment or special rights based on a protected status without evidence of past discrimination.

CROSS REF.: 2:260 (Uniform Grievance Procedure), 5:20 (Workplace Harassment Prohibited), 5:30 (Hiring Process and Criteria), 5:40 (Communicable and Chronic Infectious Disease), 5:50 (Drug- and Alcohol-Free Workplace; E-Cigarette, Tobacco, and Cannabis Prohibition), 5:70 (Religious Holidays), 5:180 (Temporary Illness or Temporary Incapacity), 5:200 (Terms and Conditions of Employment and Dismissal), 5:250 (Leaves of Absence), 5:270 (Employment, At-Will, Compensation, and Assignment), 5:300, (Schedules and Employment Year), 5:330 (Sick Days, Vacation, Holidays, and Leaves), 7:10 (Equal Educational Opportunities), 7:180 (Prevention of and Response to Bullying, Intimidation, and Harassment), 8:70 (Accommodating Individuals with Disabilities)

ADOPTED: January 22, 2020

## 5:20 Workplace Harassment Prohibited

Mid-State Special Education Joint Agreement expects the workplace environment to be productive, respectful, and free of unlawful discrimination, including harassment. Joint Agreement employees shall not engage in harassment or abusive conduct on the basis of an individual's actual or perceived race, color, religion, national origin, ancestry, sex, sexual orientation, age, citizenship status, disability, pregnancy, marital status, order of protection status, military status, or unfavorable discharge from military service, nor shall they engage in harassment or abusive conduct on the basis of an individual's other protected status identified in Board policy 5:10, *Equal Employment Opportunity and Minority Recruitment*. Harassment of students, including, but not limited to, sexual harassment, is prohibited by Board policy 7:20, *Harassment of Students Prohibited*.

The Joint Agreement will take remedial and corrective action to address unlawful workplace harassment, including sexual harassment.

### Sexual Harassment Prohibited

The Joint Agreement shall provide a workplace environment free of verbal, physical, or other conduct or communications constituting harassment on the basis of sex as defined and otherwise prohibited by State and federal law. The Joint Agreement provides annual sexual harassment prevention training in accordance with State law.

Joint Agreement employees shall not make unwelcome sexual advances or request sexual favors or engage in any unwelcome conduct of a sexual nature when: (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment. Sexual harassment prohibited by this policy includes, but is not limited to, verbal, physical, or other conduct. The terms intimidating, hostile, or offensive include, but are not limited to, conduct which has the effect of humiliation, embarrassment or discomfort. Sexual harassment will be evaluated in light of all the circumstances.

### Making a Complaint

Employees and *nonemployees* (persons who are not otherwise employees and are directly performing services for the Joint Agreement pursuant to a contract with the Joint Agreement, including contractors and consultants) are encouraged to promptly report information regarding violations of this policy. Individuals may choose to report to a person of the individual's same gender. Every effort should be made to file such complaints as soon as possible, while facts are known and potential witnesses are available.

Aggrieved individuals, if they feel comfortable doing so, should directly inform the person engaging in the harassing conduct or communication that such conduct or communication is offensive and must stop.

### Whom to Contact with a Report or Complaint

An employee should report claims of harassment, including making a confidential report, to any of the following: his/her immediate supervisor, an administrator, the Nondiscrimination Coordinator, and/or a Complaint Manager. Employees may also report claims using Board policy 2:260, *Uniform Grievance Procedure*. If a claim is reported using Board policy 2:260, then the Complaint Manager shall process and review the complaint according to that policy, in addition to any response required by this policy.

The Nondiscrimination Coordinator and Complaint Managers identified in Policy 2:260 will also serve as the Nondiscrimination Coordinator and Complaint Managers for administration of this policy.

### Investigation Process

Supervisors or administrators who receive a report or complaint of harassment must promptly forward the report or complaint to the Nondiscrimination Coordinator or a Complaint Manager. A supervisor or administrator who fails to promptly forward a report or complaint may be disciplined, up to and including discharge.

Reports and complaints of harassment will be confidential to the greatest extent practicable, subject to the Joint Agreement's duty to investigate and maintain a workplace environment that is productive, respectful, and free of unlawful discrimination, including harassment. The Joint Agreement shall investigate alleged workplace harassment when the Nondiscrimination Coordinator or a Complaint Manager becomes aware of an allegation, regardless of whether a written report or complaint is filed.

### Enforcement

A violation of this policy may result in discipline, up to and including discharge. A violation of this policy by a third party will be addressed in accordance with the authority of the Governing Board in the context of the relationship of the third party to the Joint Agreement, i.e., vendor, parent, invitee, etc. Any employee making a knowingly false accusation regarding harassment will likewise be subject to disciplinary action, up to and including discharge.

### Retaliation Prohibited

An employee's employment, compensation, or work assignment shall not be adversely affected by complaining or providing information about harassment. Retaliation against employees for bringing bona fide complaints or providing information about harassment is prohibited (see Board policy 2:260, *Uniform Grievance Procedure*), and whistleblower protection may be available under the State Officials and Employees Ethics Act (5 ILCS 430/), the Whistleblower Act (740 ILCS 174/), and the Ill. Human Rights Act (775 ILCS 5/).

An employee should report allegations of retaliation to his/her immediate supervisor, an administrator, the Nondiscrimination Coordinator, and/or a Complaint Manager.

Employees who retaliate against others for reporting or complaining of violations of this policy or for participating in the reporting or complaint process will be subject to disciplinary action, up to and including discharge.

### Recourse to State and Federal Fair Employment Practice Agencies

The Joint Agreement encourages all employees who have information regarding violations of this policy to report the information pursuant to this policy. The following government agencies are available to assist employees: the Ill. Dept. of Human Rights and the U. S. Equal Employment Opportunity Commission.

The Special Education Director shall also use reasonable measures to inform staff members, applicants, and nonemployees of this policy, which shall include posting on the Joint Agreement website and/or making this policy available in the Joint Agreement's administrative office, and including this policy in the appropriate handbooks.

CROSS REF.: 2:260 (Uniform Grievance Procedure), 5:10 (Equal Employment Opportunity and Minority Recruitment), 7:20 (Harassment of Students Prohibited)

ADOPTED: January 22, 2020

## 5:20-E Resolution to Prohibit Sexual Harassment

WHEREAS, Section 10-20 of the School Code (105 ILCS 5/10-20) grants school boards other powers that are not inconsistent with their duties;

WHEREAS, Section 1-5 of the State Officials and Employees Ethics Act (5 ILCS 430/1-5) includes school districts within the definition of a *governmental entity*;

WHEREAS, Section 5-65 of the State Officials and Employees Ethics Act (5 ILCS 430/5-65, added by P.A. 100-554) provides that all persons have a right to work in an environment free from sexual harassment;

WHEREAS, Section 70-5 of the State Officials and Employees Ethics Act (5 ILCS 430/70-5, amended by P.A.s 100-554 and 101-221) requires governmental entities to adopt an ordinance or resolution establishing a policy to prohibit sexual harassment which, at a minimum, includes: (1) a prohibition on sexual harassment; (2) details on how an individual can report an allegation of sexual harassment, including options for making a confidential report to a supervisor, ethics officer, Inspector General, or the Ill. Dept. of Human Rights; (3) a prohibition on retaliation for reporting sexual harassment allegations, including availability of whistleblower protections under the Act, the Whistleblower Act (740 ILCS 174/), and the Ill. Human Rights Act (775 ILCS 5/); (4) the consequences: (a) of a violation of the prohibition on sexual harassment; and (b) for knowingly making a false report; and (5) a mechanism for reporting and independent review of allegations of sexual harassment made against a Board member by a fellow Board member or other elected official;

THEREFORE, BE IT RESOLVED, by the Mid-State Special Education Executive Committee, Bond, Christian, Fayette, Macoupin, and Montgomery Counties in Illinois, as follows:

Section 1: The Board adopts Board policies 2:105, *Ethics and Gift Ban*, and 5:20, *Workplace Harassment Prohibited*, attached as Exhibit A, which collectively contain the following: (1) a prohibition on sexual harassment; (2) detail regarding how an individual can report an allegation of sexual harassment, including options for making a confidential report to an immediate supervisor, the Building Principal, an administrator, the Nondiscrimination Coordinator, a Complaint Manager, or the Ill. Dept. of Human Rights; (3) a prohibition on retaliation for reporting sexual harassment allegations and a statement regarding the availability of whistleblower protections under the State Officials and Employees Ethics Act, the Whistleblower Act, and the Ill. Human Rights Act; and (4) the consequences: (a) of a violation of the prohibition on sexual harassment; and (b) for knowingly making a false report, and (5) a mechanism for reporting and independent review of allegations of sexual harassment made against a Board member by a fellow Board member or other elected official.

Section 2: Any prior versions of Board policies 2:105, *Ethics and Gift Ban*, and 5:20, *Workplace Harassment Prohibited*, adopted by the Board are superseded by this Resolution.

Adopted this 22nd day of January, 2020.

Attested by: Wes Olson, Executive Committee Chairman

Attested by: David Powell, Executive Committee Vice-Chairman

**Midstate Special Education Coop**



## 5:22 Sexual Misconduct

Mid-State Special Education Cooperative will not tolerate and will seek to eradicate any behavior by its employees, volunteers or students, which constitutes Sexual Misconduct toward another employee, volunteer, or student. "Sexual Misconduct" means any actual, attempted or alleged sexual molestation, assault, abuse, sexual exploitation or sexual injury. "Sexual Misconduct" does not include "sexual harassment."

### Reporting Procedures and Designated Child Abuse Counselor

It is the express policy of the Cooperative to encourage victims of Sexual Misconduct, and their parents or guardians in the case of minors, to come forward with such claims. The Cooperative has designated a Designated Child Abuse Counselor who shall remain accountable for implementation and monitoring of this policy. The identity of the Designated Child Abuse Counselor shall remain on file with the Cooperative. In order to conduct an immediate investigation, any incident of Sexual Misconduct must be reported as quickly as possible in confidence, as follows:

1. Employees and Volunteers: Employees and volunteers are required to report any known or suspected incidents of sexual misconduct according to the Illinois mandatory reporting guidelines. They must also report to their direct supervisor, the building principal or the Designated Child Abuse Counselor. If the report is made to the supervisor or building principal, that individual shall immediately notify the Designated Child Abuse Counselor. If the person to whom an employee or volunteer is directed to report is the offending person, the report should be made to the next higher level of administration or supervision.
2. Students: Each year, parents or legal guardians of students shall be advised of the contents of this Sexual Misconduct Policy and be instructed to report any incident of known or suspected sexual misconduct to a guidance counselor, the building principal or the Designated Child Abuse Counselor, unless that individual is the offending person. If the complaint is made to the guidance counselor or the building principal, that individual shall follow Illinois mandatory reporting policy and immediately notify the Designated Child Abuse Counselor.

### Investigation & Confidentiality

All formal complaints will be given a full, impartial and timely investigation. During such investigation, while every effort will be made to protect the privacy rights of all parties, confidentiality cannot be guaranteed.

### Discipline

Any Cooperative employee or volunteer who is determined, after an investigation, to have engaged in sexual misconduct in violation of this policy will be subject to disciplinary action up to and including discharge. Any student of the Cooperative who is determined, after an investigation, to have engaged in sexual misconduct in violation of this policy will be subject to disciplinary action, including suspension and expulsion.

False accusations regarding misconduct will not be tolerated, and any person knowingly making a false accusation will likewise be subject to disciplinary action up to and including discharge, with regard to employees or volunteer, or suspension and expulsion, with regard to students.

Mid-State will discipline any individual who retaliates against any person who reports alleged sexual misconduct or who retaliates against any person who testifies, assists or participates in an investigation, a proceeding or a hearing relating to sexual harassment complaint. Retaliation includes, but is not limited to, any form of intimidation, reprisal or harassment.

### Child Abuse

Please note: Sexual abuse of a minor is a crime.

#### Child Abuse Incident Reporting and Follow-up:

Any case of known or suspected child abuse of a minor must be reported immediately in compliance with Illinois mandatory reporting guidelines and to the Designated Child Abuse Counselor, a police office or the State's Attorney's Office.

In the event that Designated Child Abuse Counselor is first notified of an incident of known or suspected child abuse, the Designated Child Abuse Counselor shall immediately notify the child's parent or legal guardian as the case be, and the appropriate legal authorities as required by state or local law. The Designated Child Abuse Counselor shall prepare a Suspected Child Abuse Standard Report and immediately follow-up to investigate the incident and to ascertain the condition of the child. The Designated Child Abuse Counselor is encouraged to communicate any questions or concerns about any incident with legal counsel for Mid-State.

Any employee or volunteer involved in a reported incident of Sexual Misconduct or child abuse shall be immediately relieved of responsibilities that involve interaction with minors or shall be suspended, as determined by the Board of Directors. Reinstatement of employees or volunteers involved in a reported incident of child abuse shall occur only after all allegations of child abuse have been cleared by Mid-State.

#### Maintenance of Records and Documents

The Designated Child Abuse Coordinator shall maintain all records and documentation required by law or otherwise required by this and other such related policies of the Cooperative including all documents related to procedures of hiring-screening, employee/volunteer code of conduct, training, sign-/sign-out, pick-up and release procedures, incident reporting follow-up and disciplinary action.

ADOPTED: May 29, 2008

**Midstate Special Education Coop**

## 5:30 Hiring Process and Criteria

The Joint Agreement hires the most qualified personnel consistent with budget and staffing requirements and in compliance with Board policy on equal employment opportunities and minority recruitment. The Special Education Director and/or Assistant Director is responsible for recruiting personnel and making hiring recommendations to the Executive Committee. No individual will be employed who has been convicted of a criminal offense listed in 105 ILCS 5/21B-80(c).

The Special Education Director and/or Assistant Director may select personnel on a short-term basis for a specific project or emergency condition before the Executive Committee's approval and the Governing Board's ratification.

All applicants must complete an application form in order to be considered for employment.

### Job Descriptions

The Board maintains the Special Education Director's job description and directs, through policy, the Special Education Director, in his or her charge of the Joint Agreement's administration.

The Special Education Director and/or Assistant Director shall develop and maintain a current, comprehensive job description for each position; however, a provision in a collective bargaining agreement or individual contract will control in the event of a conflict.

### Investigations

The Special Education Director or designee shall ensure that a fingerprint-based criminal history records check and a check of the Statewide Sex Offender Database and Violent Offender Against Youth Database is performed on each applicant as required by State law. When the applicant is a successful special education director candidate who has been offered employment by the Board, the Executive Committee Chairperson shall ensure that these checks are completed. The Special Education Director or designee, or if the applicant is a successful special education director candidate, then the Executive Committee Chairperson shall notify an applicant if the applicant is identified in either database. The School Code requires the Executive Committee Chairperson to keep a conviction record confidential and share it only with the Special Education Director, Assistant Director, Regional Superintendent, State Superintendent, State Educator Preparation and Licensure Board, any other person necessary to the hiring decision, or for purposes of clarifying the information, the Ill. Dept. of State Police and/or Statewide Sex Offender Database. The Board reserves its right to authorize additional background inquiries beyond a fingerprint-based criminal history records check when it deems it appropriate to do so, in accordance with applicable laws.

Each newly hired employee must complete a U.S. Citizenship and Immigration Services Form as required by federal law.

The Joint Agreement retains the right to discharge any employee whose criminal background investigation reveals a conviction for committing or attempting to commit any of the offenses outlined in 105 ILCS 5/21B-80 or who falsifies, or omits facts from, his or her employment application or other employment documents. If an indicated finding of abuse or neglect of a child has been issued by the Ill. Department of Children and Family Services or by a child welfare agency of another jurisdiction for any applicant for student teaching, applicant for employment, or any Joint Agreement employee, then the Board must consider that person's status as a condition of employment.

The Special Education Director shall ensure that the Joint Agreement does not engage in any investigation or inquiry prohibited by law and complies with each of the following:

1. The Joint Agreement uses an applicant's credit history or report from a consumer reporting agency only when a satisfactory credit history is an established bona fide occupational

requirement of a particular position.

2. The Joint Agreement does not screen applicants based on their current or prior wages or salary histories, including benefits or other compensation, by requiring that the wage or salary history satisfy minimum or maximum criteria.
3. The Joint Agreement does not request or require a wage or salary history as a condition of being considered for employment, being interviewed, continuing to be considered for an offer of employment, an offer of employment, or an offer of compensation.
4. The Joint Agreement does not request or require an applicant to disclose wage or salary history as a condition of employment.
5. The Joint Agreement does not ask an applicant or applicant's current or previous employers about wage or salary history, including benefits or other compensation.
6. The Joint Agreement does not ask an applicant or applicant's previous employers about claim(s) made or benefit(s) received under the Workers' Compensation Act.
7. The Joint Agreement does not request of an applicant or employee access in any manner to his or her personal online account, such as social networking websites, including a request for passwords to such accounts.
8. The Joint Agreement provides equal employment opportunities to all persons. See policy 5:10, *Equal Employment Opportunity and Minority Recruitment*.

### Physical Examinations

Each new employee must furnish evidence of physical fitness to perform assigned duties and freedom from communicable disease. The physical fitness examination must be performed by a physician licensed in Illinois, or any other state, to practice medicine and surgery in any of its branches, a licensed advanced practice registered nurse, or a licensed physician assistant who has been delegated the authority by his or her supervising physician to perform health examinations. The employee must have the physical examination performed no more than 90 days before submitting evidence of it to the Joint Agreement.

Any employee may be required to have an additional examination by a physician who is licensed in Illinois to practice medicine and surgery in all its branches, a licensed advanced practice registered nurse, or a licensed physician assistant who has been delegated the authority by his or her supervising physician to perform health examinations. If the examination is job-related and consistent with business necessity, the Board will pay the expenses of any such examination.

### Orientation Program

The staff will provide an orientation program for new employees to acquaint them with the Joint Agreement policies and procedures, rules and regulations, and the responsibilities of their position. Before beginning employment, each employee must sign the *Acknowledgement of Mandated Reporter Status* form as provided in policy 5:90, *Abused and Neglected Child Reporting*.

CROSS REF.: 2:260 (Uniform Grievance Procedure), 3:50 (Administrative Personnel Other Than the Special Education Director), 4:60 (Purchases and Contracts), 4:175 (Convicted Child Sex Offender; Screening; Notifications), 5:10 (Equal Employment Opportunity and Minority Recruitment), 5:40 (Communicable and Chronic Infectious Disease), 5:90 (Abused and Neglected Child Reporting), 5:125 (Personal Technology and Social Media; Usage and Conduct), 5:280 (Duties and Qualifications)

ADOPTED: January 22, 2020

## 5:35 Compliance with the Fair Labor Standards Act

### Job Classifications

The Special Education Director will ensure that all job positions are identified as either "exempt" or "non-exempt" according to State law and the Fair Labor Standards Act (FLSA) and that employees are informed whether they are "exempt" or "non-exempt." "Exempt" and "non-exempt" employee categories may include certificated and non-certificated job positions. All non-exempt employees, whether paid on a salary or hourly basis, are covered by minimum wage and overtime provisions.

### Workweek and Compensation

The workweek for Joint Agreement employees will be 12:00 a.m. Saturday until 11:59 p.m. Friday. Non-exempt employees will be compensated for all hours worked in a workweek including overtime. For non-exempt employees paid a salary, the salary is paid for a 40-hour workweek even if an employee is scheduled for less than 40 hours. "Overtime" is time worked in excess of 40 hours in a single workweek.

### Overtime

A non-exempt employee shall not work overtime without his or her supervisor's express approval. All supervisors of non-exempt employees shall: (1) monitor overtime use on a weekly basis and report such use to the business office, (2) seek the Special Education Director or designee's written pre-approval for any long term or repeated use of overtime that can be reasonably anticipated, (3) ensure that overtime provisions of this policy and the FLSA are followed, and (4) ensure that employees are compensated for any overtime worked. Accurate and complete time sheets of actual hours worked during the workweek shall be signed by each employee and submitted to the business office. The business office will review work records of employees on a regular basis, make an assessment of overtime use, and provide the assessment to the Special Education Director. In lieu of overtime compensation, non-exempt employees may receive compensatory time-off, according to Board policy 5:310, *Compensatory Time-Off*.

### Suspension Without Pay

No exempt employee shall have his or her salary docked, such as by an unpaid suspension, if the deduction would cause a loss of the exempt status. Licensed employees may be suspended without pay in accordance with Board policy 5:240, *Suspension*. Non-licensed employees may be suspended without pay in accordance with Board policy 5:290, *Employment Termination and Suspensions*.

### Implementation

The Director or designee shall implement the policy in accordance with the FLSA, including its required notices to employees. In the event of a conflict between the policy and State or federal law, the latter shall control.

CROSS REF.: 5:240 (Suspension), 5:290 (Employment Termination and Suspensions), 5:310 (Compensatory Time-Off)

ADOPTED: January 22, 2020

## **5:40 Communicable and Chronic Infectious Disease**

The Special Education Director or designee shall develop and implement procedures for dealing with known or suspected cases of a communicable and chronic infectious disease involving an employee consistent with State and federal law, rules of the Illinois Department of Public Health, and Governing Board policies.

An employee with a communicable or chronic infectious disease is encouraged to inform the Special Education Director immediately and grant consent to being monitored by the Joint Agreement's Communicable and Chronic Infectious Disease Review Team. The Review Team, if used, provides information and recommendations to the Special Education Director concerning the employee's conditions of employment and necessary accommodations. The Review Team shall hold the employee's medical condition and records in strictest confidence, except to the extent allowed by law.

Employees with a communicable or chronic infectious disease will be permitted to retain their positions whenever, after reasonable accommodations and without undue hardship, there is no substantial risk of transmission of the disease to others, provided an employee is able to continue to perform the position's essential functions. An employee with a communicable and chronic infectious disease remains subject to the Board's employment policies including sick and/or other leave, physical examinations, temporary and permanent disability, and termination.

CROSS REF.: 2:150 (Committees), 5:30 (Hiring Process and Criteria), 5:180 (Temporary Illness or Temporary Incapacity)

ADOPTED: January 22, 2020

**Midstate Special Education Coop**

## 5:50 Drug- and Alcohol-Free Workplace; E-Cigarette, Tobacco, and Cannabis Prohibition

All Joint Agreement and/or Member District workplaces are drug- and alcohol-free workplaces.

All employees are prohibited from engaging in any of the following activities while on Joint Agreement and/or Member District premises or while performing work or being *on call* for the Joint Agreement:

1. Unlawful manufacture, dispensing, distribution, possession, or use of an illegal or controlled substance, or being impaired by or under the influence of any illegal substance or any detectible use of any illegal substance regardless of when or where the use occurred.
2. Distribution, consumption, use, possession, or being impaired by or under the influence of an alcoholic beverage; being present on Joint Agreement and/or Member District premises or while performing work for the Joint Agreement when alcohol consumption is detectible, regardless of when and/or where the use occurred.
3. Distribution, consumption, possession, use, or being impaired by or under the influence of cannabis; being present on Joint Agreement and/or Member District premises or while performing work for the Joint Agreement and/or Member District when impaired by or under the influence of cannabis, regardless of when and/or where the use occurred, unless distribution, possession, and/or use is by a school nurse or school administrator pursuant to *Ashley's Law*, 105 ILCS 5/22-33. The Joint Agreement and/or Member District considers employees impaired by or under the influence of cannabis when there is a good faith belief that an employee manifests the specific articulable symptoms listed in the Cannabis Regulation and Tax Act (CRTA).

For purposes of this policy a controlled substance means a substance that is:

1. Not legally obtainable,
2. Being used in a manner different than prescribed,
3. Legally obtainable, but has not been legally obtained, or
4. Referenced in federal or State controlled substance acts.

For purposes of this policy, *Joint Agreement* and/or Member District *premises* means workplace as defined in the CRTA in addition to Joint Agreement and/or Member District and school buildings, grounds, and parking areas; vehicles used for school purposes; and any location used for a board meeting, school athletic event, or other school-sponsored or school-sanctioned events or activities. *School grounds* means the real property comprising any school, any conveyance used to transport students to school or a school-related activity, and any public way within 1,000 feet of any school ground, designated school bus stops where students are waiting for the school bus, and school-sponsored or school-sanctioned events or activities. "Vehicles used for school purposes" means school buses or other school vehicles.

As a condition of employment, each employee shall:

1. Abide by the terms of the Board policy respecting a drug-and alcohol-free workplace; and
2. Notify his or her supervisor of his or her conviction under any criminal drug statute for a violation occurring on the Joint Agreement and/or Member District premises or while performing work for the Joint Agreement and/or Member District, no later than five calendar days after such a conviction.

Unless otherwise prohibited by this policy, prescription and over-the-counter medications are not prohibited when taken in standard dosages and/or according to prescriptions from the employee's licensed health care provider, provided that an employee's work performance is not impaired.

To make employees aware of the dangers of drug and alcohol abuse, the Director or designee shall perform each of the following:

1. Provide each employee with a copy of this policy.
2. Post notice of this policy in a place where other information for employees is posted.
3. Make available materials from local, State, and national anti-drug and alcohol-abuse organizations.
4. Enlist the aid of community and State agencies with drug and alcohol informational and rehabilitation programs to provide information to Joint Agreement employees.
5. Establish a drug-free awareness program to inform employees about:
  - a. The dangers of drug abuse in the workplace,
  - b. Available drug and alcohol counseling, rehabilitation, re-entry, and any employee assistance programs, and
  - c. The penalties that the Joint Agreement may impose upon employees for violations of this policy.
6. Remind employees that policy 6:60, *Curriculum Content*, requires the Joint Agreement to educate students, depending upon their grade, about drug and substance abuse prevention and relationships between drugs, alcohol, and violence.

#### E-Cigarette, Tobacco, and Cannabis Prohibition

All employees are covered by the conduct prohibitions contained in policy 8:30, *Visitors to and Conduct on School Property*. The prohibition on the use of e-cigarettes, tobacco, and cannabis products applies both (1) when an employee is on school property, and (2) while an employee is performing work for the Joint Agreement and/or Member District at a school event regardless of the event's location.

*Tobacco* shall have the meaning provided in 105 ILCS 5/10-20.5b.

*Cannabis* shall have the meaning provided in the CRTA, 410 ILCS 705/1-10.

*E-Cigarette* is short for electronic cigarette and includes, but is not limited to, any electronic nicotine delivery system (ENDS), electronic cigar, electronic cigarillo, electronic pipe, electronic hookah, vape pen, or similar product or device, and any components or parts that can be used to build the product or device.

#### Joint Agreement Action Upon Violation of Policy

An employee who violates this policy may be subject to disciplinary action, including termination. In addition or alternatively, the Board may require an employee to successfully complete an appropriate drug- or alcohol-abuse rehabilitation program.

The Board shall take disciplinary action with respect to an employee convicted of a drug offense in the workplace within 30 days after receiving notice of the conviction.

Should Joint Agreement employees be engaged in the performance of work under a federal contract or grant, or under a State contract or grant of \$5,000 or more, the Special Education Director shall notify the appropriate State or federal agency from which the Joint Agreement receives contract or grant monies of the employee's conviction within 10 days after receiving notice of the conviction.

#### Disclaimer

The Board reserves the right to interpret, revise or discontinue any provision of this policy pursuant to



the **Suspension of Policies** subhead in policy 2:240, *Board Policy Development*.

LEGAL REF.:

Americans With Disabilities Act, 42 U.S.C. §12114.

Controlled Substances Act, 21 U.S.C. §812; 21 C.F.R. §1308.11-1308.15.

Drug-Free Workplace Act of 1988, 41 U.S.C. §8101 et seq.

Safe and Drug-Free School and Communities Act of 1994, 20 U.S.C. §7101 et seq.

30 ILCS 580/, Drug-Free Workplace Act.

105 ILCS 5/10-20.5b.

410 ILCS 82/, Smoke Free Illinois Act.

410 ILCS 130/, Compassionate Use of Medical Cannabis Program Act.

410 ILCS 705/1-1 et seq., Cannabis Regulation and Tax Act.

720 ILCS 675, Prevention of Tobacco Use by Persons under 21 Years of Age and Sale and Distribution of Tobacco Products Act.

820 ILCS 55/, Right to Privacy in the Workplace Act.

21 C.F.R. Parts 1100, 1140, and 1143.

23 Ill.Admin.Code §22.20.

CROSS REF.: 5:10 (Equal Employment Opportunity and Minority Recruitment), 5:120 (Employee Ethics; Conduct; and Conflict of Interest), 6:60 (Curriculum Content), 8:30 (Visitors to and Conduct on School Property)

ADOPTED: January 22, 2020

**Midstate Special Education Coop**

## 5:60 Expenses

The Board regulates the reimbursement of all travel, meal, and lodging expenses by resolution. Money shall not be reimbursed or purchase orders issued for: (1) the expenses of any person except the employee, (2) anyone's personal expenses, or (3) entertainment expenses. Entertainment includes, but is not limited to, shows, amusements, theaters, circuses, sporting events, or any other place of public or private entertainment or amusement, unless the entertainment is ancillary to the purpose of the program or event. The Joint Agreement is not responsible for losses due to an employee's own negligence, losses due to normal wear, or losses due to theft, unless the theft was a result of the Joint Agreement's negligence. Employees must submit the appropriate itemized, signed, standardized form(s) to support any requests for expense reimbursements or purchase orders that show the following:

1. The amount of the estimated or actual expense, with attached receipts for actual incurred expenses.
2. The name and title of the employee who is requesting the expense reimbursement. Receipts from group functions must include the names, offices, and job titles of all participants.
3. The date(s) of the official business on which the expense reimbursement or purchase order will be or was expended.
4. The nature of the official business conducted when the expense reimbursement or purchase order will be or was expended.

### Reimbursements and Purchase Orders

Expense reimbursements and purchase orders may be issued by the Director or designee to employees, along with other expenses necessary for the performance of their duties, provided the expenses fall below the maximum allowed in the Board's expense regulations.

Expense reimbursements and purchase order approvals are not guaranteed and, when possible, employees should seek pre-approval of expenses by providing an estimation of expenses on the Joint Agreement's standardized estimated expense approval form for employees, except in situations when the expense is diminutive. When pre-approval is not sought, employees must seek reimbursement on the Joint Agreement's standardized expense reimbursement form for employees. Expense reimbursements and purchase orders shall be presented to the Board in its regular bill process.

### Exceeding the Maximum Allowable Expense Amount(s)

All requests for expense reimbursements and purchase orders exceeding the maximum allowed in the Board's expense regulations may only be approved when:

1. The Board's resolution to regulate expenses allows for such approval;
2. An emergency or other extraordinary circumstance exists; and
3. The request is approved by a roll call vote at an open Board meeting.

### Registration

When possible, registration fees will be paid by the Joint Agreement in advance.

### Travel

The least expensive method of travel will be used, provided that no hardship will be caused to the employee. Employees will be reimbursed for:

1. Air travel at the coach or economy class commercial airline rate. First class or business class air travel will be reimbursed only if emergency circumstances warrant. The emergency

circumstances must be explained on the expense form and Board approval of the additional expense is required. Fees for the first checked bag will be reimbursed. Copies of airline tickets and baggage receipts must be attached to the expense form.

2. Rail or bus travel at actual cost. Rail or bus travel costs may not exceed the cost of coach airfare. Copies of tickets must be attached to the expense form to substantiate amounts.
3. Use of personal automobiles at the standard mileage rate approved by the Internal Revenue Service for income tax purposes. The reimbursement may not exceed the cost of coach airfare. Mileage for use of personal automobiles in trips to and from transportation terminals will also be reimbursed. Toll charges and parking costs will be reimbursed.
4. Automobile rental costs when the vehicle's use is warranted. The circumstances for such use must be explained on the expense form.
5. Taxis, airport limousines, ride sharing services, or other local transportation costs.

### Meals

Meals charged to the Joint Agreement should represent 51-74 depending on geographical location according to IRS Reimbursement Rate selections for the hotel/meeting facility or general area. Tips are included with meal charges. Expense forms must explain the meal charges incurred. Alcoholic beverages will not be reimbursed.

### Lodging

Employees should request conference rate or mid-fare room accommodations. A single room rate will be reimbursed. Employees should pay personal expenses at checkout. If that is impossible, deductions for the charges should be made on the expense form.

### Miscellaneous Expenses

Employees may seek reimbursement for other expenses incurred while attending a meeting sponsored by organizations described herein by fully describing the expenses on the expense form, attaching receipts.

### Additional Requirements for Travel Expenses Charged to Federal and State Grants

All grant-related travel expenses must be pre-approved by the Director or designee.

Expenses for travel, including expenses for transportation, lodging, meals, and related items incurred by employees and charged to a federal grant or State grant governed by the Grant Accountability and Transparency Act (30 ILCS 708/) must also meet the following requirements:

1. The participation of the employee is necessary to the award, and the costs are specifically related to the award.
2. Expenses must be permissible under the terms and conditions of the award.
3. Expenses must be reasonable and consistent with this policy.
4. The Board does not reimburse actual expenses or pay a per diem allowance unless the employee is on official *travel status* for more than 12 hours. However, employees remain eligible for mileage reimbursement (minus regular commuting mileage/costs) and other transportation expenses if on travel status less than 12 hours.
5. Expenses may be charged based on an actual cost basis or on a per diem basis in lieu of actual costs incurred; however, only one method may be applied per trip.
6. Commercial airfare costs in excess of the least expensive coach or economy class are prohibited except when such accommodations would: (1) require circuitous routing; (2) require travel during unreasonable hours; (3) excessively prolong travel; (4) result in additional costs that would offset transportation savings; or (5) offer accommodations not reasonably adequate for

the traveler's medical needs. Qualifying circumstances must be explained on the expense form, and Board approval of the additional expense is required.

7. Per diem rates and actual reimbursement amounts for mileage, meals, and lodging may not exceed the rates established by the Governor's Travel Control Board or federal travel regulations, whichever is less. These limits do not apply when: (1) an employee stays in the lowest-priced room available at or near a hotel where a conference or seminar is located or in accommodations arranged by the conference/seminar organization, or (2) lodging at or below the established rate is unavailable. In those cases, the employee will be reimbursed for actual lodging expenses with prior approval, but in no case will the reimbursement exceed 300% of the applicable maximum per diem rate. If a conference fee includes a meal, the meal or per diem allowance will be reduced by the actual value of the meal or the applicable meal allowance, whichever is less.
8. Employees must use the least expensive compact car available when using a rental car for travel, unless an exception is approved. The Board does not reimburse employees for collision damage waiver or theft insurance.
9. The Board will reimburse travel expenses not chargeable to an award from other Joint Agreement funds consistent with this policy.

CROSS REF.: 2:125 (Board Member Compensation; Expenses), 2:240 (Board Policy Development), 4:50 (Payment Procedures), 4:55 (Use of Credit and Procurement Cards)

Adopted: June 17, 2020

**Midstate Special Education Coop**

## 5:60-E1 Exhibit - Employee Expense Reimbursement Form

Submit to the Superintendent. Use of this form is required by 2:125-E3, Resolution to Regulate Expense Reimbursements. Please print and attach receipts for all expenditures.

Name: \_\_\_\_\_

Title/Office: \_\_\_\_\_

Destination: \_\_\_\_\_

Purpose: \_\_\_\_\_

Departure Date: \_\_\_\_\_

Return Date: \_\_\_\_\_

Receipts attached

Request Date: \_\_\_\_\_

Estimated expenses attached (Completed 5:60-E2, Employee Estimated Expense Approval Form)(pre-approval is required for federal and state grants).

Approved expense advancement (voucher) attached, if applicable\* (Completed 5:60-E2, Employee Estimated Expense Approval Form.)

### Actual Expense Report

\*Employees will be reimbursed for actual and necessary expenses that exceed the amount advanced, but must refund any expense advancement that exceeds the actual and necessary expenses incurred. 105 ILCS 5/10-22.32. For federal and State grants, employees will be reimbursed for actual and necessary expenses that exceed estimated expenses as permitted by Board policy 5:60, Expenses.

Auto Travel Allowance: \_\_\_\_\_ per mile

Date	Auto Mileage		Transp. Expenses	Lodging	Meals or Per Diem			Other Item Cost	Daily Total
	Miles	Cost			Bkfst	Lunch   Dinner			
<b>Subtotal</b>									
<b>Advances</b>									
<b>TOTAL</b> (A negative amount indicates refund due from employee.)									\$

Superintendent or Designee:

Approved

Denied

(below maximum allowable amount)

Approved in Part

Grant Funding Source (if applicable): \_\_\_\_\_

\_\_\_\_\_  
Superintendent or Designee Signature

\_\_\_\_\_  
Date

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**School Board Action** (*exceeds maximum allowable amount*):  **Approved**  **Denied**

**Approved in Part**

**Grant Funding Source** (if applicable): \_\_\_\_\_

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

DATED : May 8, 2020

**Midstate Special Education Coop**

## 5:60-E2 Exhibit - Employee Estimated Expense Approval Form

*Submit to the Superintendent. Use of this form is required (1) by 2:125-E3, Resolution to Regulate Expense Reimbursements and (2) for pre-approval of expenses to be charged to a federal grant or State grant governed by the Grant Accountability and Transparency Act. Please print.*

Name: \_\_\_\_\_ Title/Office: \_\_\_\_\_

Travel Destination: \_\_\_\_\_ Purpose: \_\_\_\_\_

**Estimated Expenses Approval Requested** (50 ILCS 150/20 or grant expenditure)

**Travel is grant-related\*** (specify grant): \_\_\_\_\_

**Purchase Order Requested** Purchase Order #: \_\_\_\_\_

**Expense Advancement Voucher Requested** (105 ILCS 5/10-22.32)

Voucher Amount: \_\_\_\_\_

<b>Estimated Expense Report</b>									
Departure date: _____					Return date: _____				
Auto Travel Allowance: _____ per mile									
<p><i>*Grant-related travel only: Except for mileage and other transportation expenses, expense reimbursement/per diem is only allowed if on official travel status for 12 hours or more. If lodging at or below the applicable rate cannot be identified, please indicate below and attach at least three quotes for review.</i></p>									
Date	Auto Mileage		Transp. Expenses	Lodging	Meals or Per Diem			Other	Daily Total
	Miles	Cost			Bkfst	Lunch	Dinner		
<b>Total</b>									<b>\$</b>

Superintendent or Designee: \_\_\_\_\_  Approved  Denied

(below maximum allowable amount)  Approved in Part

Grant Funding Source (if applicable): \_\_\_\_\_

\_\_\_\_\_

Superintendent or Designee Signature

Date

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**School Board Action** (*exceeds maximum allowable amount*):  **Approved**  **Denied**

**Approved in Part**

**Grant Funding Source** (if applicable): \_\_\_\_\_

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

DATED : May 8, 2020

**Midstate Special Education Coop**



## **5:70 Religious Holidays**

Supervisors shall grant an employee's request for time off to observe a religious holiday if the employee gives at least five days' prior notice and the absence does not cause an undue hardship.

Employees may use earned vacation time, or personal leave to make up the absence, provided such time is consistent with the Joint Agreement's operational needs. A per diem deduction may also be requested by the employee.

LEGAL REF.:Religious Freedom Restoration Act, 775 ILCS 35/15.

Illinois Human Rights Act, 775 ILCS 5/2-101 and 5/2-102.

ADOPTED:May 17, 2017

**Midstate Special Education Coop**

## **5:80 Court Duty**

**Please refer to the following agreements:**

**"Collective Bargaining Agreement Between Mid-State Special Education Montgomery County/Carlinville Special Education Board and Montgomery County/Carlinville Special Education Association /IEA/NEA."**

**"Master Agreement Between Christian Region of Mid-State Special Education and Christian Region Education Association of Teachers and ESPs ("Create")."**

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

The Joint Agreement will pay full salary during the time an employee is on court duty or, pursuant to a subpoena, serves as a witness or has a deposition taken in any school-related matter pending in court.

The Joint Agreement will deduct the court duty remuneration, less mileage and meal expenses, from the employee's compensation.

An employee should give at least five days' prior notice of pending court duty to the Joint Agreement.

LEGAL REF.:105 ILCS 5/10-20.7.

ADOPTED:May 17, 2017

**Midstate Special Education Coop**

## 5:90 Abused and Neglected Child Reporting

Any Joint Agreement employee who suspects or receives knowledge that a student may be an abused or neglected child or, for a student aged 18 through 21, an abused or neglected individual with a disability, shall: (1) immediately report or cause a report to be made to the Ill. Dept. of Children and Family Services (DCFS) on its Child Abuse Hotline 1-800-25-ABUSE (1-800-252-2873)(within Illinois); 1-217-524-2606 (outside of Illinois); or 1-800-358-5117 (TTY), and (2) follow directions given by DCFS concerning filing a written report within 48 hours with the nearest DCFS field office.

The report shall include, if known:

1. The name and address of the child, parent/guardian names, or other persons having custody;
2. The child's age;
3. The child's condition, including any evidence of previous injuries or disabilities; and
4. Any other information that the reporter believes may be helpful to DCFS for its investigation.

Any Joint Agreement employee who believes a student is in immediate danger of harm, shall first call 911. The employee shall also promptly notify the Superintendent or Building Principal of the resident district that a report has been made. The Director or Building Principal shall immediately coordinate any necessary notifications to the student's parent(s)/guardian(s) with DCFS, the applicable school resource officer (SRO), and/or local law enforcement.

Negligent failure to report occurs when a Joint Agreement employee personally observes an instance of suspected child abuse or neglect and reasonably believes, in his or her professional or official capacity, that the instance constitutes an act of child abuse or neglect under the Abused and Neglected Child Reporting Act (ANCRA) and he or she, without willful intent, fails to immediately report or cause a report to be made of the suspected abuse or neglect to DCFS.

Any Joint Agreement employee who discovers child pornography on electronic and information technology equipment shall immediately report it to local law enforcement, the National Center for Missing and Exploited Children's CyberTipline 1-800-THE-LOST (1-800-843-5678) or online at [report.cybertip.org/](http://report.cybertip.org/) or [www.missingkids.org](http://www.missingkids.org). The Director or Building Principal shall also be promptly notified of the discovery and that a report has been made.

Any Joint Agreement employee who observes any act of hazing that does bodily harm to a student must report that act to the Building Principal in the district where the student attends, Director, or designee who will investigate and take appropriate action. If the hazing results in death or great bodily harm, the employee must first make the report to law enforcement and then to the Director or Building Principal. Hazing is defined as any intentional, knowing, or reckless act directed to or required of a student for the purpose of being initiated into, affiliating with, holding office in, or maintaining membership in any group, organization, club, or athletic team whose members are or include other students.

### Abused and Neglected Child Reporting Act (ANCRA), School Code, and *Erin's Law* Training

The Director or designee shall provide staff development opportunities for Joint Agreement employees in the detection, reporting, and prevention of child abuse and neglect.

All Joint Agreement employees shall:

1. Before beginning employment, sign the *Acknowledgement of Mandated Reporter Status* form provided by DCFS. The Director or designee shall ensure that the signed forms are retained.
2. Complete mandated reporter training as required by law within three months of initial employment and at least every three years after that date.

The Director will encourage all Joint Agreement educators to complete continuing professional development that addresses the traits and identifiers that may be evident in students who are victims of child sexual abuse, including recognizing and reporting child abuse and providing appropriate follow-up and care for abused students as they return to the classroom setting.

#### Alleged Incidents of Sexual Abuse; Investigations

An *alleged incident of sexual abuse* is an incident of sexual abuse of a child, as defined in 720 ILCS 5/11-9.1A, that is alleged to have been perpetrated by school personnel, including a school vendor or volunteer, that occurred: on school grounds during a school activity; or outside of school grounds or not during a school activity.

If a Joint Agreement employee reports an alleged incident of sexual abuse to DCFS and DCFS accepts the report for investigation, DCFS will refer the matter to the local Children's Advocacy Center (CAC). The Director or designee will implement procedures to coordinate with the CAC.

DCFS and/or the appropriate law enforcement agency will inform the Joint Agreement when its investigation is complete or has been suspended, as well as the outcome of its investigation. The existence of a DCFS and/or law enforcement investigation will not preclude the Joint Agreement from conducting its own parallel investigation into the alleged incident of sexual abuse in accordance with policy 7:20, *Harassment of Students Prohibited*.

#### Special Director Responsibilities

The Director shall execute the requirements in Board policy 5:150, *Personnel Records*, whenever another employer requests a reference concerning an applicant who is or was a Joint Agreement employee and was the subject of a report made by a Joint Agreement employee to DCFS.

The Director shall notify the State Superintendent and the Regional Superintendent in writing when he or she has reasonable cause to believe that a license holder was dismissed or resigned from the Joint Agreement as a result of an act that made a child an abused or neglected child. The Director must make the report within 30 days of the dismissal or resignation and mail a copy of the notification to the license holder.

#### Special Board Member Responsibilities

Each individual Board member must, if an allegation is raised to the member during an open or closed Board meeting that a student is an abused child as defined in AN CRA, direct or cause the Board to direct the Director or other equivalent school administrator to comply with AN CRA's requirements concerning the reporting of child abuse.

If the Board determines that any Joint Agreement employee, other than an employee licensed under 105 ILCS 5/21B, has willfully or negligently failed to report an instance of suspected child abuse or neglect as required by AN CRA, the Board may dismiss that employee immediately.

CROSS REF.: 2:20 (Powers and Duties of the Governing Board), 5:20 (Workplace Harassment Prohibited), 5:30 (Hiring Process and Criteria), 5:100 (Staff Development Program), 5:120 (Employee Ethics; Conduct; and Conflict of Interest), 5:150 (Personnel Records), 5:200 (Terms and Conditions of Employment and Dismissal), 5:290 (Employment Terminations and Suspensions), 6:120 (Education of Children with Disabilities), 6:250 (Community Resource Persons and Volunteers), 7:20 (Harassment of Students Prohibited), 7:150 (Agency and Police Interviews)

ADOPTED: January 22, 2020

## 5:100 Staff Development Program

The Director or designee shall implement a staff development program. The goal of such program shall be to update and improve the skills and knowledge of staff members in order to achieve and maintain a high level of job performance and satisfaction. Additionally, the development program for licensed staff members shall be designed to effectuate the Joint Agreement and Individual Education Plans so that student learning objectives meet or exceed goals established by the Joint Agreement and State.

The staff development program shall provide, at a minimum, at least once every two years, the in-service training of licensed school personnel and administrators on current best practices regarding the identification and treatment of attention deficit disorder and attention deficit hyperactivity disorder, the application of non-aversive behavioral interventions in the school environment, and the use of psychotropic or psychostimulant medication for school-age children.

The staff development program shall provide, at a minimum, once every two years, the in-service training of all Joint Agreement staff on educator ethics, teacher-student conduct, and school employee-student conduct.

In addition, the staff development program shall include each of the following:

1. At least, once every two years, training of all Joint Agreement staff by a person with expertise on anaphylactic reactions and management.
2. At least every two years, an in-service to train school personnel, at a minimum, to understand, provide information and referrals, and address issues pertaining to youth who are parents, expectant parents, or victims of domestic or sexual violence.
3. Training that, at a minimum, provides Joint Agreement staff with a basic knowledge of matters relating to acquired immunodeficiency syndrome (AIDS) and the availability of appropriate sources of counseling and referral.
4. Training for licensed school personnel and administrators who work with students in grades kindergarten through 12 to identify the warning signs of mental illness and suicidal behavior in youth along with appropriate intervention and referral techniques.
5. Abused and Neglected Child Reporting Act (ANCRA), School Code, and *Erin's Law* Training as follows:
  - a. Staff development for local school site personnel who work with students in grades kindergarten through 8, in the detection, reporting and prevention of child abuse and neglect (see policy 5:90, *Abused and Neglected Child Reporting*).
  - b. Within three months of employment, each staff member must complete mandated reporter training from a provider or agency with expertise in recognizing and reporting child abuse. Mandated reporter training must be completed again at least every three years (see policy 5:90, *Abused and Neglected Child Reporting*).
  - c. Informing educators about the recommendation in the *Erin's Law* Taskforce Report requesting them to attend continuing professional development programs that address the prevention and identification of child sexual abuse (see policy 5:90, *Abused and Neglected Child Reporting*).
6. Education for staff instructing students in grades 7 through 12, concerning teen dating violence.
7. Ongoing professional development for teachers, administrators, school resource officers, and staff regarding the adverse consequences of school exclusion and justice-system involvement, effective classroom management strategies, culturally responsive discipline, the appropriate and available supportive services for the promotion of student attendance and engagement, and developmentally appropriate disciplinary methods that promote positive and healthy school climates.

8. Every two years, school personnel who work with students must complete an in-person or online training program on the management of asthma, the prevention of asthma symptoms, and emergency response in the school setting.
9. Training for school personnel to develop cultural competency, including understanding and reducing implicit racial bias.
10. For school personnel who work with hazardous or toxic materials on a regular basis, training on the safe handling and use of such materials.
11. For nurses, administrators, guidance counselors, teachers, persons employed by a local health department and assigned to a school, and persons who contract with the Joint Agreement to perform services in connection with a student's seizure action plan, training in the basics of seizure recognition, first aid, and appropriate emergency protocols.
12. For all Joint Agreement staff, annual sexual harassment prevention training.

The Director shall develop protocols for administering youth suicide awareness and prevention education to staff consistent with Board policy 7:290, *Suicide and Depression Awareness and Prevention*.

An opportunity shall be provided for all staff members to acquire, develop, and maintain the knowledge and skills necessary to properly administer life-saving techniques and first aid, including the Heimlich maneuver, cardiopulmonary resuscitation, and the use of an automated external defibrillator, in accordance with a nationally recognized certifying organization. Physical fitness facilities' staff must be trained in cardiopulmonary resuscitation and use of an automated external defibrillator.

CROSS REF.: 3:40 (Director), 3:50 (Administrative Personnel Other Than the Director), 4:160 (Environmental Quality of Buildings and Grounds), 5:20 (Workplace Harassment Prohibited), 5:90 (Abused and Neglected Child Reporting), 5:120 (Employee Ethics; Conduct; and Conflict of Interest), 5:250 (Leaves of Absence), 6:20 (School Year Calendar and Day), 7:20 (Harassment of Students Prohibited), 7:180 (Prevention of and Response to Bullying, Intimidation, and Harassment), 7:185 (Teen Dating Violence Prohibited), 7:270 (Administering Medicines to Students), 7:285 (Food Allergy Management Program), 7:290 (Suicide and Depression Awareness and Prevention)

ADOPTED: January 22, 2020

**Midstate Special Education Coop**

## 5:120 Employee Ethics; Conduct; and Conflict of Interest

### Professional and Appropriate Conduct

All Joint Agreement employees are expected to maintain high standards in their school relationships, to demonstrate integrity and honesty, to be considerate and cooperative, and to maintain professional and appropriate relationships with students, parents, staff members, and others. In addition, the *Code of Ethics for Illinois Educators*, adopted by the Illinois State Board of Education, is incorporated by reference into this policy. Any employee who sexually harasses a student, willfully or negligently fails to report an instance of suspected child abuse or neglect as required by the Abused and Neglected Child Reporting Act (325 ILCS 5/), or otherwise violates an employee conduct standard will be subject to discipline up to and including dismissal.

### Statement of Economic Interests

The following employees must file a "Statement of Economic Interests" as required by the Illinois Governmental Ethics Act:

1. Special Education Director;
2. Assistant Director;
3. Head of any department;
4. Any employee who, as the Joint Agreement's agent, is responsible for negotiating one or more contracts, including collective bargaining agreement(s), in the amount of \$1,000 or greater;
5. Any employee having supervisory authority for 20 or more employees; and
6. Any employee in a position that requires an administrative or a chief school business official endorsement.

### Ethics and Gift Ban

Board policy 2:105, *Ethics and Gift Ban*, applies to all Joint Agreement employees. Students shall not be used in any manner for promoting a political candidate or issue.

### Prohibited Interests; Conflict of Interest; and Limitation of Authority

In accordance with Section 22-5 of the School Code, "no school officer or teacher shall be interested in the sale, proceeds, or profits of any book, apparatus, or furniture used or to be used in any school with which such officer or teacher may be connected," except when the employee is the author or developer of instructional materials listed with the Illinois State Board of Education and adopted for use by the Board. An employee having an interest in instructional materials must file an annual statement with the Board Secretary.

For the purpose of acquiring profit or personal gain, no employee shall act as an agent of the Joint Agreement nor shall an employee act as an agent of any business in any transaction with the Joint Agreement. This includes participation in the selection, award or administration of a contract supported by a federal award or State award governed by the Grant Accountability and Transparency Act (GATA) (30 ILCS 708/) when the employee has a real or apparent conflict of interest. A conflict of interest arises when an employee or any of the following individuals has a financial or other interest in the entity selected for the contract:

1. Any person that has a close personal relationship with an employee that may compromise or impair the employee's fairness and impartiality, including a member of the employee's immediate family or household;
2. An employee's business partner; or
3. An entity that employs or is about to employ the employee or one of the individuals listed in one

or two above.

Employees shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to agreements or contracts. Situations in which the interest is not substantial or the gift is an unsolicited item of nominal value must comply with State law and Board policy 2:105, *Ethics and Gift Ban*.

#### Outside Employment

Employees shall not engage in any other employment or in any private business during regular working hours or at such other times as are necessary to fulfill appropriate assigned duties.

Incorporated

by Reference:5:120-E (Exhibit - Code of Ethics for Illinois Educators)

CROSS REF.: 2:105 (Ethics and Gift Ban), 4:60 (Purchases and Contracts), 5:100 (Staff Development Program), 5:125 (Personal Technology and Social Media; Usage and Conduct)

ADOPTED: January 22, 2020

**Midstate Special Education Coop**



## **5:122 Professional Standards**

All Mid-State Special Education employees are expected to conduct themselves in a professional and appropriate manner. These expected standards of behavior, while not an exhaustive list, serve to provide for the safety and welfare of students and staff and to promote the education of children.

All Mid-State Special Education Joint Agreement employees shall:

1. Demonstrate regular attendance, punctuality and compliance with established policy, routine or procedures related to an employee's time on duty.
2. Display honesty and integrity in the workplace.
3. Exhibit conduct that is respectful of the business conducted by the cooperative, and of the rights of others as related to interactions with students, staff, parents/guardians, and community members.
4. Maintain a safe and healthy environment in which students and staff are not subject to harassment, discrimination, intimidation, bullying, violence and/or substance abuse.
5. Uphold confidentiality as related to student, personnel, financial records and closed session board meeting discussions/minutes.
6. Exhibit truthfulness and responsibility in dealing with public records, funds, and property.
7. Demonstrate conduct that is reflective of recognized professional standards or a "reasonable personal standard."
8. Comply with legitimate directives given by supervisors.
9. Abide by all state and federal laws and rules/regulations and MSSE policies and procedures.

ADOPTED: November 15, 2011

**Midstate Special Education Coop**

## 5:125 Personal Technology and Social Media; Usage and Conduct

### Definitions

**Includes** - Means "includes without limitation" or "includes, but is not limited to."

**Social media** - Media for social interaction, using highly accessible communication techniques through the use of web-based and mobile technologies to turn communication into interactive dialogue. This includes, but is not limited to, services such as *Facebook, LinkedIn, Twitter, Instagram, Snapchat, and YouTube.*

**Personal technology** - Any device that is not owned or leased by the Joint Agreement or otherwise authorized for Joint Agreement use and: (1) transmits sounds, images, text, messages, videos, or electronic information, (2) electronically records, plays, or stores information, or (3) accesses the Internet, or private communication or information networks. This includes laptop computers (e.g., laptops, ultrabooks, and chromebooks), tablets (e.g., iPads®, Kindle®, Microsoft Surface®, and other Android® platform or Windows® devices), smartphones (e.g., iPhone®, BlackBerry®, Android® platform phones, and Windows Phone®), and other devices (e.g., iPod®).

### Usage and Conduct

All Joint Agreement employees who use personal technology and social media shall:

1. Adhere to the high standards for appropriate school relationships required by policy 5:120, *Employee Ethics; Conduct; and Conflict of Interest* at all times, regardless of the ever-changing social media and personal technology platforms available. This includes Joint Agreement employees posting images or private information about themselves or others in a manner readily accessible to students and other employees that is inappropriate as defined by policy 5:20, *Workplace Harassment Prohibited*; 5:100, *Staff Development Program*; 5:120, *Employee Ethics; Conduct; and Conflict of Interest*; 6:235, *Access to Electronic Networks*; 7:20, *Harassment of Students Prohibited*; and the Ill. Code of Educator Ethics, 23 Ill.Admin.Code §22.20.
2. Choose a Joint Agreement-provided or supported method whenever possible to communicate with students and their parents/guardians.
3. Not interfere with or disrupt the educational or working environment, or the delivery of education or educational support services.
4. Comply with policy 5:130, *Responsibilities Concerning Internal Information*. This means that personal technology and social media may not be used to share, publish, or transmit information about or images of students and/or Joint Agreement employees without proper approval. For Joint Agreement employees, proper approval may include implied consent under the circumstances.
5. Refrain from using the Joint Agreement's logos without permission and follow Board policy 5:170, *Copyright*, and all Joint Agreement copyright compliance procedures.
6. Unless specifically instructed by administrators, employees are not authorized to speak on behalf of the District. Employees are expected to protect the privacy of the Joint Agreement and its employees and students and are prohibited from disclosing personal employee and nonemployee information and any other proprietary and nonpublic information to which employees have access in their capacity as an employee of Mid-State Special Education Joint Agreement. Such information includes but is not limited to student information.
7. Use personal technology and social media for personal purposes only during non-work times or hours. Any duty-free use must occur during times and places that the use will not interfere with job duties or otherwise be disruptive to the school environment or its operation.
8. Assume all risks associated with the use of personal technology and social media at school or

school-sponsored activities, including students' viewing of inappropriate Internet materials through the Joint Agreement employee's personal technology or social media. The Board expressly disclaims any responsibility for imposing content filters, blocking lists, or monitoring of its employees' personal technology and social media.

9. Be subject to remedial and any other appropriate disciplinary action for violations of this policy ranging from prohibiting the employee from possessing or using any personal technology or social media at school to dismissal and/or indemnification of the Joint Agreement for any losses, costs, or damages, including reasonable attorney fees, incurred by the Joint Agreement relating to, or arising out of, any violation of this policy.
10. Adhere to the personal technology and social media policies and procedures of the individual member districts.

#### Employee Monitoring:

Employees are cautioned that they should have no expectation of privacy while using the Internet and technology provided by the District. The Joint Agreement uses blog-search tools and software to monitor forums such as blogs and other types of personal journals, diaries, personal and business discussion forums, and social networking sites.

Employees are cautioned that they should have no expectation of privacy while using Joint Agreement equipment or facilities for any purpose, including authorized blogging.

The Joint Agreement reserves the right to use content management tools to monitor, review or block content on Joint Agreement blogs that violate District blogging rules and guidelines.

The Director shall:

1. Inform Joint Agreement employees about this policy during the in-service on educator ethics, teacher-student conduct, and school employee-student conduct required by Board policy 5:120, *Employee Ethics; Conduct; and Conflict of Interest*.
2. Direct Assistant Directors to annually:
  - a. Provide their building staff with a copy of this policy.
  - b. Inform their building staff about the importance of maintaining high standards in their school relationships.
  - c. Remind their building staff about the importance of maintaining high standards in their school relationships.
  - d. Remind their building staff that those who violate this policy will be subject to remedial and any other appropriate disciplinary action up to and including dismissal.
3. Build awareness of this policy with students, parents, and the community.
4. Ensure that no one for the District, or on its behalf, requests of an employee or applicant access in any manner to his or her social networking website or requests passwords to such sites.
5. Periodically review this policy and any procedures with Joint Agreement employee representatives and electronic network system administrator(s) and present proposed changes to the Board.

LEGAL REF.:105 ILCS 5/ 21B-75 and 5/ 21B-80.

Ill. Human Rights Act, 775 ILCS 5/5A-102.

Code of Ethics for Ill. Educators, 23 Ill.Admin.Code §22.20.

Garcetti v. Ceballos, 547 U.S. 410 (2006).

Pickering v. High School Dist. 205, 391 U.S. 563 (1968).

Mayer v. Monroe County Community School Corp., 474 F.3d 477 (7th Cir. 2007).

CROSS REF.:5:20 (Workplace Harassment Prohibited), 5:30 (Hiring Process and Criteria), 5:100 (Staff Development Program), 5:120 (Employee Ethics; Conduct; and Conflict of Interest), 5:130 (Responsibilities Concerning Internal Information), 5:150 (Personnel Records), 5:170 (Copyright), 5:200 (Terms and Conditions of Employment and Dismissal), 6:235 (Access to Electronic Networks), 7:20 (Harassment of Students Prohibited), 7:340 (Student Records)

ADOPTED:January 18, 2017

**Midstate Special Education Coop**

## **5:130 Responsibilities Concerning Internal Information**

Joint Agreement employees are responsible for maintaining: (1) the integrity and security of all internal information, and (2) the privacy of confidential records, including but not limited to: student school records, personnel records, and the minutes of, and material disclosed in, a closed Governing Board meeting. Internal information is any information, oral or recorded in electronic or paper format, maintained by the Joint Agreement or used by the Joint Agreement or its employees. The Director or designee shall manage procedures for safeguarding the integrity, security, and, as appropriate, confidentiality of internal information.

CROSS REF.: 2:140 (Communications To and From the Board), 2:250 (Access to District Public Records), 5:150 (Personnel Records), 7:340 (Student Records)

ADOPTED: January 22, 2020

**Midstate Special Education Coop**

## **5:140 Solicitations By or From Staff**

Joint Agreement employees shall not solicit donations or sales, nor shall they be solicited for donations or sales, on school grounds without prior approval from the Special Education Director.

ADOPTED: May 17, 2017

**Midstate Special Education Coop**

## 5:150 Personnel Records

The Special Education Director or designee shall manage the maintenance of personnel records in accordance with State and federal law and Governing Board policy. Records, as determined by the Special Education Director are retained for all employment applicants, employees, and former employees given the need for the Cooperative to document employment-related decisions, evaluate program and staff effectiveness, and comply with government record keeping and reporting requirements. Personnel records shall be maintained in the Cooperative's administrative office, under the Special Education Director's direct supervision.

Access to personnel records is available as follows:

1. An employee will be given access to his or her personnel records according to State law and guidelines developed by the Special Education Director.
2. An employee's supervisor or other management employee who has an employment or business-related reason to inspect the record is authorized to have access.
3. Anyone having the respective employee's written consent may have access.
4. Access will be granted to anyone authorized by State or federal law to have access.
5. All other requests for access to personnel information are governed by Board policy 2:250, *Access to District Public Records*.

CROSS REF.: 2:250 (Access to District Public Records), 7:340 (Student Records)

Adopted: June 17, 2020

**Midstate Special Education Coop**

## 5:170 Copyright

### Works Made for Hire

The Special Education Director shall manage the development of instructional materials and computer programs by employees during the scope of their employment in accordance with State and federal laws and Governing Board policies. Whenever an employee is assigned to develop instructional materials and/or computer programs, or otherwise performs such work within the scope of his or her employment, it is assumed the Joint Agreement shall be the owner of the copyright.

### Copyright Compliance

While staff members may use appropriate supplementary materials, it is each staff member's responsibility to abide by the Joint Agreement's copyright compliance procedures and to obey the copyright laws. The Joint Agreement is not responsible for any violations of the copyright laws by its staff or students. A staff member should contact the Special Education Director or designee whenever the staff member is uncertain about whether using or copying material complies with the Joint Agreement's procedures or is permissible under the law, or wants assistance on when and how to obtain proper authorization. No staff member shall, without first obtaining the permission of the Special Education Director or designee, install or download any program on a Joint Agreement-owned computer. At no time shall it be necessary for a Joint Agreement staff member to violate copyright laws in order to properly perform his or her duties.

LEGAL REF.:Federal Copyright Law of 1976, 17 U.S.C. §101 et seq.

105 ILCS 5/10-23.10.

CROSS REF.:6:235 (Access to Electronic Networks)

ADOPTED:November 18, 2015

**Midstate Special Education Coop**



## **5:180 Temporary Illness or Temporary Incapacity**

A temporary illness or temporary incapacity is an illness or other capacity of ill-being that renders an employee physically or mentally unable to perform assigned duties. During such a period, the employee can use accumulated sick leave benefits. However, income received from other sources (worker's compensation, Joint Agreement-paid insurance programs, etc.) will be deducted from the Joint Agreement's compensation liability to the employee. The Board's intent is that in no case will the employee, who is temporarily disabled, receive more than 100 percent of gross salary.

Those insurance plans privately purchased by the employee and to which the Joint Agreement does not contribute, are not applicable to this policy.

If illness, incapacity, or any other condition causes an employee to be absent in one school year, after exhaustion of all available leave, for more than 90 consecutive work days, such absence may be considered a permanent disability and the Board may consider beginning dismissal proceedings subject to State and federal law, including the Americans with Disabilities Act. This paragraph shall not be considered a limitation on the Board's authority to take any action concerning an employee that is authorized by State and federal law.

Any employee may be required to have an examination, at Joint Agreement expense, by a physician who is licensed in Illinois to practice medicine and surgery in all its branches, a licensed advanced practice registered nurse, or a licensed physician assistant if the examination is job-related and consistent with business necessity.

CROSS REF.: 5:30 (Hiring Process and Criteria), 5:40 (Communicable and Chronic Infectious Disease), 5:185 (Family and Medical Leave), 5:250 (Leaves of Absence), 5:330 (Sick Days, Vacation, Holidays, and Leaves)

ADOPTED: January 22, 2020

**Midstate Special Education Coop**

## 5:185 Family and Medical Leave

Please refer to the following agreements:

**"Collective Bargaining Agreement Between Mid-State Special Education Montgomery County/Carlinville Special Education Board and Montgomery County/Carlinville Special Education Association /IEA/NEA." (Also for Teachers Aides)**

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

### Leave Description

An eligible employee may use unpaid family and medical leave (FMLA leave), guaranteed by the federal Family and Medical Leave Act, The U.S. Department of Labor's rules (federal rules) implementing FMLA, as they may be amended from time to time, control FMLA leave.

An eligible employee may take FMLA leave for up to a combined total of 12 weeks each year, using a rolling 12-month FMLA period 12-month period.

During a single 12-month period, an eligible employee's FMLA leave entitlement may be extended to a total of 26 weeks of unpaid leave to care for a covered servicemember (defined in the federal rules) with a serious injury or illness. The "single 12-month period" is measured forward from the date the employee's first FMLA leave to care for the covered servicemember begins.

While FMLA leave is normally unpaid, the Joint Agreement will substitute an employee's accrued compensatory time-off and/or paid leave for unpaid FMLA leave. All policies and rules regarding the use of paid leave apply when paid leave is substituted for unpaid FMLA leave. Any substitution of paid leave for unpaid FMLA leave will count against the employee's FMLA leave entitlement. Use of FMLA leave shall not preclude the use of other applicable unpaid leave that will extend the employee's leave beyond 12 weeks, provided that the use of FMLA leave shall not serve to extend such other unpaid leave. Any full workweek period during which the employee would not have been required to work, including summer break, winter break and spring break, is not counted against the employee's FMLA leave entitlement.

FMLA leave is available in one or more of the following instances:

1. The birth and first-year care of a son or daughter.
2. The adoption or foster placement of a son or daughter, including absences from work that are necessary for the adoption or foster care to proceed and expiring at the end of the 12-month period beginning on the placement date.
3. The serious health condition of an employee's spouse, child, or parent.
4. The employee's own serious health condition that makes the employee unable to perform the functions of his or her job.
5. The existence of a qualifying exigency arising out of the fact that the employee's spouse, child, or parent is a military member on covered active duty or has been notified of an impending call or order to active duty, as provided in federal rules.
6. To care for the employee's spouse, child, parent, or next of kin who is a covered servicemember with a serious injury or illness, as provided by federal rules.

If spouses are employed by the Joint Agreement, they may together take only 12-weeks for FMLA leaves when the reason for the leave is 1 or 2, above, or to care for a parent with a serious health condition, or a combined total of 26 weeks for item 6 above.

An employee may be permitted to work on an intermittent or reduced-leave schedule in accordance

with federal rules.

### Eligibility

To be eligible for FMLA leave, an employee must be employed at a worksite where at least 50 employees are employed within 75 miles. In addition, one of the following provisions must describe the employee:

1. The employee is employed at a worksite where at least 50 employees are employed within 75 miles; and
2. The employee has been employed by the Joint Agreement for at least 12 months and has been employed for at least 1,250 hours of service during the 12-month period immediately before the beginning of the leave. The 12 months an employee must have been employed by the Joint Agreement need not be consecutive. However, the Joint Agreement will not consider any period of previous employment that occurred more than seven years before the date of the most recent hiring, except when the service break is due to fulfillment of a covered service obligation under the employee's Uniformed Services Employment and Reemployment Rights Act (USERRA), 38 U.S.C. 4301, *et seq.*, or when a written agreement exists concerning the Joint Agreement's intention to rehire the employee.

### Requesting Leave

If the need for the FMLA leave is foreseeable, an employee must provide the Director or designee with at least 30 days' advance notice before the leave is to begin. If 30 days' advance notice is not practicable, the notice must be given as soon as practicable. The employee shall make a reasonable effort to schedule a planned medical treatment so as not to disrupt the Joint Agreement's operations, subject to the approval of the health care provider administering the treatment. The employee shall provide at least verbal notice sufficient to make the Director or designee aware that he or she needs FMLA leave, and the anticipated timing and duration of the leave. Failure to give the required notice for a foreseeable leave may result in a delay in granting the requested leave until at least 30 days after the date the employee provides notice.

### Certification

Within 15 calendar days after the Superintendent or designee makes a request for certification for a FMLA leave, an employee must provide one of the following:

1. When the leave is to care for the employee's covered family member with a serious health condition, the employee must provide a complete and sufficient certificate signed by the family member's health care provider.
2. When the leave is due to the employee's own serious health condition, the employee must provide a complete and sufficient certificate signed by the employee's health care provider.
3. When the leave is to care for a covered servicemember with a serious illness or injury, the employee must provide a complete and sufficient certificate signed by an authorized health care provider for the covered servicemember.
4. When the leave is because of a qualified exigency, the employee must provide: (a) a copy of the covered military member's active duty orders or other documentation issued by the military indicating that the military member is on active duty or call to active duty status, and the dates of the covered military member's active duty service, and (b) a statement or description, signed by the employee, of appropriate facts regarding the qualifying exigency for which FMLA leave is requested.

The Joint Agreement may require an employee to obtain a second and third opinion at its expense when it has reason to doubt the validity of a medical certification.

The Joint Agreement may require recertification at reasonable intervals, but not more often than once every 30 days. Regardless of the length of time since the last request, the Joint Agreement may request recertification when the, (1) employee requests a leave extension, (2) circumstances described by the original certification change significantly, or (3) Joint Agreement receives information that casts doubt upon the continuing validity of the original certification. Recertification is at the employee's expense and must be provided to the Joint Agreement within 15 calendar days after the request. The Joint Agreement may request recertification every six months in connection with any absence by an employee needing an intermittent or reduced schedule leave for conditions with a duration in excess of six months.

Failure to furnish a complete and sufficient certification on forms provided by the Joint Agreement may result in a denial of the leave request.

### Continuation of Health Benefits

During FMLA leave, employees are entitled to continuation of health benefits that would have been provided if they were working. Any share of health plan premiums being paid by the employee before taking the leave, must continue to be paid by the employee during the FMLA leave. A Joint Agreement's obligation to maintain health insurance coverage ceases if an employee's premium payment is more than 30 days late and the Joint Agreement notifies the employee at least 15 days before coverage will cease.

### Changed Circumstances and Intent to Return

An employee must provide the Director or designee reasonable notice of changed circumstances (i.e., within two business days if the changed circumstances are foreseeable) that will alter the duration of the FMLA leave. The Director or designee, taking into consideration all of the relevant facts and circumstances related to an individual's leave situation, may ask an employee who has been on FMLA leave for eight consecutive weeks whether he or she intends to return to work.

### Return to Work

If returning from FMLA leave occasioned by the employee's own serious health condition, the employee is required to obtain and present certification from the employee's health care provider that he or she is able to resume work.

An employee returning from FMLA leave will be given an equivalent position to his or her position before the leave, subject to: (1) permissible limitations the Joint Agreement may impose as provided in the FMLA or implementing regulations, and (2) the Joint Agreement's reassignment policies and practices.

Classroom teachers may be required to wait to return to work until the next semester in certain situations as provided by the FMLA regulations.

### Implementation

The Director or designee shall ensure that: (1) all required notices and responses to leave requests are provided to employees in accordance with the FMLA; and (2) this policy is implemented in accordance with the FMLA. In the event of a conflict between the policy and the FMLA or its regulations, the latter shall control. The terms used in this policy shall be defined as in the FMLA regulations.

LEGAL REF.:Family and Medical Leave Act, 29 U.S.C. §2601 et seq., 29 C.F.R. Part 825.

CROSS REF.:5:180 (Temporary Illness or Temporary Incapacity), 5:250 (Leaves of Absence), 5:310 (Compensatory Time-Off), 5:330 (Sick Days, Vacation, Holidays, and Leaves)

ADOPTED:January 18, 2017

**Midstate Special Education Coop**

## **5:188 Attacks on School Personnel**

The Assistant Director or designee shall report all incidents of aggravated battery committed against teachers, teacher personnel, administrative personnel or educational support personnel to the local law enforcement authorities immediately after the occurrence of the attack and to the Department of the State Police's Uniform Crime Reporting Program no later than 3 days after the occurrence of the attack.

Teachers, teacher personnel, administrative personnel or educational support personnel must submit a complaint detailing the incident to the Assistant Director or designee on the same date the incident occurred.

Complaints under this section shall be made upon the forms and in accordance with the procedures developed by the Director of Special Education for that purpose.

LEGAL REF.:105 ILCS 5/10-21.7 *Attacks on School Personnel*

720 ILCS 5/12-3 Battery

720 ILCS 5/12-4 Aggravated Battery

CROSS REF.:5:188-AP(Reporting Attacks on School Personnel), 5:188-E(Report Form for Attacks on School Personnel)

DATED:May 29, 2008

**Midstate Special Education Coop**

## **5:188-AP Administrative Procedure - Reporting Attacks on School Personnel**

Any school personnel may report an incident of aggravated battery committed against teachers, teacher personnel, administrative personnel or educational support personnel by completing the Report Form, 5:188-E, and submitting the form to the Assistant Director's office.

Because time is of the essence, any incident of aggravated battery must be submitted, on the form provided to the Assistant Director's office, on the same date as the incident occurred.

For purposes of policy 5:188 battery against school personnel is an aggravated battery under the Illinois Criminal Code. Specifically, a person commits aggravated battery if he or she intentionally or knowingly without legal justification and by any means causes bodily harm to an individual or makes physical contact of an insulting or provoking nature with an individual, he or she knows the individual harmed to be a teacher or other person employed in any school and such teacher or other employee is upon the grounds of a school or grounds adjacent thereto, or is in any part of a building used for school purposes. Notably, "Aggravated Battery" means there was physical harm to the victim.

An aggravated battery has not occurred when the "attacker" had a legal justification for his/her actions, such as self defense, or when the "victim" consented to the aggressive behavior by engaging in a struggle.

When no physical harm occurs to the victim, or the "attacker" has legal justification, there has not been an aggravated battery, and the Assistant Director is not be required to report the incident to law enforcement.

Upon receipt of a complaint that an aggravated battery has been committed against School Personnel, the Assistant Director, or his or her designee, shall determine whether an aggravated battery of school personnel has occurred and whether the incident must be reported. If the Assistant Director determines that an aggravated battery has been committed, the Assistant Director, or his/her designee, shall immediately report the incident to local law enforcement and shall report the incident to the Illinois State Police's Uniform Crime Reporting program no later than 3 days after the occurrence of the attack.

LEGAL REF.:105 ILCS 5/10-21.7 *Attacks on School Personnel*

720 ILCS 5/12-3 Battery

720 ILCS 5/12-4 Aggravated Battery

CROSS REF.:5:188 (Attacks on School Personnel), 5:188-E (Report Form for Attacks on School Personnel)

DATED:May 29, 2008

**Midstate Special Education Coop**

## 5:188-E Exhibit - Report Form for Attacks on School Personnel

*This form is to be used to report an aggravated battery against school personnel. The administration will review the report to determine if an aggravated battery took place, and, if so, report the aggravated battery, as required by statute, to local law enforcement. This form is separate from and in addition to any internal investigation the District may conduct into any incident of student or personnel misconduct.*

### Reporter Information

Name of school personnel completing this report: \_\_\_\_\_

Position: \_\_\_\_\_ Date of report: \_\_\_\_\_

Date of incident: \_\_\_\_\_

### Parties Involved

Name of school personnel who was the victim of the attack (if different than the person completing this report): \_\_\_\_\_

Position: ? Teacher ? Teacher's aide ? Administrator ? Other \_\_\_\_\_

Who was the person who committed the attack?

Name: \_\_\_\_\_ ? Student ? School personnel ? Other \_\_\_\_\_

Reporter's relationship to the incident: ? Witness ? Victim ? Other: \_\_\_\_\_

\_\_\_\_\_

Were others involved? *If so, please name them and describe in what capacity others were involved.* \_\_\_\_\_

\_\_\_\_\_

### Description of the Incident

Where did the incident occur?

? On school property. Specific location: \_\_\_\_\_

? Off of school property during a school activity. Specific location and activity: \_\_\_\_\_

\_\_\_\_\_

? Off of school property, not during a school activity. Specific location: \_\_\_\_\_

\_\_\_\_\_

Describe the incident: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



---

What was the victim doing at the time of the incident? \_\_\_\_\_

---

Was the victim using any type of restraint on the attacker at the time of the incident? If so, please describe type of restraint and reason for use. \_\_\_\_\_

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Was there a struggle between the school personnel/victim and the person who committed the attack? *Please describe:* \_\_\_\_\_

---

**Injuries Sustained**

What physical injuries did the victim sustain? \_\_\_\_\_

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Did the victim seek medical treatment for the injuries? \_\_\_\_\_

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**Reporter's Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Reporting Information—*for administrative use only***-----

Date Report Received \_\_\_\_\_ ? Report verified with victim (if necessary)

Was a battery committed against school personnel? ? Yes ? No

If so, was this immediately reported to local law enforcement? ? Yes ? No

Local law Enforcement Agency \_\_\_\_\_ Date: \_\_\_\_\_

If so, was a timely report made to the Illinois State Police's Crime Reporting Program?

? Yes ? No Date: \_\_\_\_\_

DATED: May 29, 2008

**Professional Personnel**

**Midstate Special Education Coop**

## 5:190 Teacher Qualifications

A teacher, as the term is used in this policy, refers to a Joint Agreement employee who is required to be licensed under State law. The following qualifications apply:

1. Each teacher must:
  - a. Have a valid Illinois Professional Educator License issued by the State Superintendent of Education with the required endorsements as provided in the School Code.
  - b. Provide the Joint Agreement Office with a complete transcript of credits earned in institutions of higher education.
  - c. On or before September 1 of each year, unless otherwise provided in an applicable collective bargaining agreement, provide the Joint Agreement Office with a transcript of any credits earned since the date the last transcript was filed.
  - d. Notify the Special Education Director or Assistant Director of any change in the teacher's transcript.
2. Monitor compliance with State and federal law requirements that teachers be appropriately licensed;

The Special Education Director or designee shall:

1. Monitor compliance with State and federal law requirements that teachers be appropriately licensed; and
2. Through incentives for voluntary transfers, professional development, recruiting programs, or other effective strategies, ensure that minority students and students from low-income families are not taught at higher rates than other students by unqualified, out-of-field, or inexperienced teachers.

LEGAL REF.:20 U.S.C. §6312(e)(1)(A).

105 ILCS 5/10-20.15, 5/21-11.4, 5/21B-15, 5/21B-20, 5/21B-25, and 5/24-23.

23 Ill.Admin.Code §1.610 et seq., §1.705 et seq., and Part 25.

ADOPTED:January 18, 2017

**Midstate Special Education Coop**

## **5:200 Terms and Conditions of Employment and Dismissal**

### Terms and Conditions of Employment and Dismissal

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

### School Year

Professional Personnel shall work the number of days for which they are employed prioritizing school days in the member districts where assigned. Professional Personnel are not required to work on legal school holidays unless a Member District has followed applicable State law that allows it to hold school or schedule teachers' institutes, parent-teacher conferences, or staff development.

### School Day

Professional Personnel are required to be present the standard work day of 8:00 a.m. to 4:00 p.m. with adjustments to accommodate district and school needs. Professional Personnel employed for at least four hours per day shall receive a duty-free lunch equivalent to the student lunch period, or 30 minutes, whichever is longer.

### Salary

Professional Personnel shall be paid according to the salaries fixed by the Board, but in no case less than the minimum salary provided by the School Code. Professional Personnel shall be paid at least monthly on a 12-month basis.

### Assignments and Transfers

The Special Education Director is authorized to make assignments. In order of consideration, assignments shall be made based upon the Joint Agreement and Member District's needs and best interests, employee qualifications, and employee desires.

### School Social Worker Services Outside of Joint Agreement Employment

School social workers may not provide services outside of their Joint Agreement employment to any student(s) attending school in a member district school the school social worker serves. School social worker has the meaning stated in 105 ILCS 5/14-1.09a.

### Dismissal

The Joint Agreement will follow State law when dismissing a Professional Personnel.

### Evaluation

The Joint Agreements evaluation system will be conducted under the plan developed pursuant to State law.

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

ADOPTED: January 22, 2020

# Midstate Special Education Coop

## **5:210 Resignations and Retirement**

Tenured teachers and licensed employees may resign at any time with consent of the Executive Committee or by written notice sent to the Special Education Director at least 30 days before the intended date of resignation. No teacher or licensed employee may resign during the school term in order to accept another teaching or licensed position without the consent of the Executive Committee.

Probationary teachers and licensed employees may resign during their contract period only with the Executive Committee's or Region Board's consent.

Adopted: June 17, 2020

**Midstate Special Education Coop**

## **5:230 Maintaining Student Discipline**

Maintaining an orderly learning environment is an essential part of each teacher's instructional responsibilities. A teacher's ability to foster appropriate student behavior is an important factor in the teacher's educational effectiveness. The Director shall ensure that all teachers, other certificated employees, and persons providing a student's related service(s): (1) maintain discipline in the schools as required in the School Code, and (2) follow the Board policies and administrative procedures on student conduct, behavior, and discipline.

When a student's behavior is unacceptable, the teacher should first discuss the matter with the student, if appropriate. If the unacceptable behavior continues, the teacher should consult with the Building Principal of the Member District and/or discuss the problem with the parent(s)/guardian(s). A teacher may remove any student from the learning setting whose behavior interferes with the lessons or participation of fellow students; a student's removal must be in accordance with Board policy and administrative procedures.

Teachers shall not use disciplinary methods which may be damaging to students, such as ridicule, sarcasm, or excessive temper displays. Corporal punishment (including slapping, paddling or prolonged maintenance of a student in physically painful positions, and intentional infliction of bodily harm) may not be used. Teachers may use reasonable force as needed to keep students, school personnel, and others safe, or for self-defense or defense of property.

LEGAL REF.:105 ILCS 5/24-24.

CROSS REF.:7:190 (Student Discipline)

ADOPTED:May 17, 2017

**Midstate Special Education Coop**

## 5:240 Suspension

### Suspension Without Pay

**Please refer to the “Collective Bargaining Agreement Between Mid-State Special Education Montgomery County/Carlinville Special Education Board and Montgomery County/Carlinville Special Education Association /IEA/NEA.”**

**For those employees not covered by this agreement:**

The Executive Committee or Region Board may suspend without pay: (1) a professional employee pending a dismissal hearing, or (2) a teacher as a disciplinary measure for misconduct that is detrimental to the Joint Agreement. Administrative staff members may not be suspended without pay as a disciplinary measure.

Misconduct that is detrimental to the Joint Agreement includes:

- Insubordination, including any failure to follow an oral or written directive from a supervisor
- Violation of Board policy or Administrative Procedure
- Conduct that disrupts or may disrupt the educational program or process
- Conduct that violates any State or federal law that relates to the employee's duties
- Other sufficient causes

The Special Education Director or designee is authorized to issue a pre-suspension notification to a professional employee. This notification shall include the length and reason for the suspension as well as the deadline for the employee to exercise his or her right to appeal the suspension to the Executive Committee or Region Board before it is imposed. At the request of the professional employee made within five calendar days of receipt of a pre-suspension notification, the Executive Committee or Region Board will conduct a pre-suspension hearing. The Executive Committee or Region Board shall notify the professional employee of the date and time of the hearing. At the pre-suspension hearing, the professional employee or his/her representative may present evidence. If the employee does not appeal the pre-suspension notification, the Executive Director or designee shall report the action to the Executive Committee at its next regularly scheduled meeting.

### Suspension With Pay

**Please refer to the “Collective Bargaining Agreement Between Mid-State Special Education Montgomery County/Carlinville Special Education Board and Montgomery County/Carlinville Special Education Association /IEA/NEA.”**

### Employees Under Investigation by Illinois Dept. of Children and Family Services (DCFS)

Upon receipt of a DCFS recommendation that the Joint Agreement remove an employee from his or her position when he or she is the subject of a pending DCFS investigation that relates to his or her employment with the Joint Agreement, the Board or Special Education Director or designee, in consultation with the Board Attorney, will determine whether to:

1. Let the employee remain in his or her position pending the outcome of the investigation; or
2. Remove the employee as recommended by DCFS, proceeding with:
  - a. A suspension with pay; or
  - b. A suspension without pay.

### Repayment of Compensation and Benefits



If a professional employee is suspended with pay, either voluntarily or involuntarily, pending the outcome of a criminal investigation or prosecution, and the employee is later dismissed as a result of his or her criminal conviction, the employee must repay to the District all compensation and the value of all benefits received by him or her during the suspension. The Executive Director will notify the employee of this requirement when the employee is suspended.

**For those employees not covered by this agreement:**

The Executive Committee or Special Education Director or Region Board or Assistant Director or designee may suspend a professional employee with pay: (1) during an investigation into allegations of disobedience or misconduct whenever the employee's continued presence in his or her position would not be in the Joint Agreement's best interests, (2) as a disciplinary measure for misconduct that is detrimental to the Joint Agreement as defined above, or (3) pending a hearing to suspend a teacher without pay.

The Special Education Director or Assistant Director shall meet with the professional employee to present the allegations and give the professional employee an opportunity to refute the charges. The professional employee will be told the dates and times the suspension will begin and end.

LEGAL REF.:

5 ILCS 430/5-60(b).

105 ILCS 5/24-12.

325 ILCS 5/7.4(c-10).

Cleveland Bd. of Educ. v. Loudermill, 470 U.S. 532 (1985).

Barszcz v. Community College District No. 504, 400 F.Supp. 675 (N.D. Ill., 1975).

Massie v. East St. Louis Sch. District No.189, 203 Ill.App.3d 965 (5th Dist. 1990).

Adopted: March 21, 2018

**Midstate Special Education Coop**

## 5:250 Leaves of Absence

### Sick and Bereavement Leave

Each full-time professional staff member is granted 15 sick leave days per fiscal year. Any unused days will accumulate for use as sick leave in subsequent years. Sick leave is defined in State law as personal illness, quarantine at home, serious illness or death in the immediate family or household, or birth, adoption, or placement for adoption.

Part-time employees, who are not retired, will receive pro-rated sick leave.

Sick leave may be taken in a minimum of one hour increments.

### Child Bereavement Leave

State law allows a maximum of 10 unpaid work days for eligible employees (Family and Medical Leave Act of 1993, 20 U.S.C. §2601 et seq.) to take child bereavement leave. The purpose, requirements, scheduling, and all other terms of the leave are governed by the Child Bereavement Leave Act. Child bereavement leave allows for: (1) attendance by the bereaved staff member at the funeral or alternative to a funeral of his or her child, (2) making arrangements necessitated by the death of the staff member's child, or (3) grieving the death of the staff member's child, without any adverse employment action.

The leave must be completed within 60 days after the date on which the employee received notice of the death of his or her child. However, in the event of the death of more than one child in a 12-month period, an employee is entitled to up to a total of six weeks of bereavement leave during the 12-month period, subject to certain restrictions under State and federal law. Other existing forms of leave may be substituted for the leave provided in the Child Bereavement Leave Act. This policy does not create any right for an employee to take child bereavement leave that is inconsistent with the Child Bereavement Leave Act.

### Personal Leave

All employees are granted two personal leave days per fiscal year. Any unused days will rollover into sick days the following fiscal year.

Part-time employees, who are not retired, will receive pro-rated personal leave.

### Leave of Absence Without Pay

The Executive Committee may grant a leave of absence without pay to tenured professional staff members who have rendered satisfactory service and desire to return to employment in a similar capacity at a time determined by the Executive Committee.

Each leave of absence shall be of the shortest possible duration required to meet the leave's purpose consistent with a reasonable continuity of instruction for students.

### Child-Rearing Leave

The Executive Committee shall consider a professional staff member's request for a non-paid, child-rearing leave. Nothing in this section shall prohibit a professional staff member from using paid sick days as provided in this policy.

A professional staff member should request, if possible, a child-rearing leave by notifying the Special Education Director in writing no later than 90 days before the requested leave's beginning date. The request should include the proposed leave dates.

Subject to the insurance carrier's approval, the professional staff member may maintain insurance benefits at his or her own expense during a child-rearing leave.

A professional staff member desiring to return before the leave's expiration should contact the Special Education Director as soon as possible.

#### Leaves for Service in the Military

Leaves for service in the U.S. Armed Services or any of its reserve components and the National Guard, as well as re-employment rights, will be granted in accordance with State and federal law. A professional staff member hired to replace one in military service does not acquire tenure.

#### General Assembly

Leaves for service in the General Assembly, as well as re-employment rights, will be granted in accordance with State and federal law. A professional staff member hired to replace one in the General Assembly does not acquire tenure.

#### School Visitation Leave

An eligible professional staff member is entitled to eight hours during any school year, no more than four hours of which may be taken on any given day, to attend school conferences, behavioral meetings, or academic meetings related to the teacher's child, if the conference or meeting cannot be scheduled during non-work hours. Professional staff members must first use all accrued vacation leave, personal leave, compensatory leave, and any other leave that may be granted to the professional staff member, except sick, and disability leave.

The Special Education Director or Assistant Director shall develop administrative procedures implementing this policy consistent with the School Visitation Rights Act.

#### Leaves for Victims of Domestic Violence, Sexual Violence, or Gender Violence

An unpaid leave from work is available to any staff member who: (1) is a victim of domestic violence, sexual violence, or gender violence, or (2) has a family or household member who is a victim of such violence whose interests are not adverse to the employee as it relates to the domestic violence, sexual violence, or gender violence. The unpaid leave allows the employee to seek medical help, legal assistance, counseling, safety planning, and other assistance without suffering adverse employment action.

The Victims' Economic Security and Safety Act governs the purpose, requirements, scheduling, and continuity of benefits, and all other terms of the leave. Accordingly, if the District employs at least 50 employees, an employee is entitled to a total of 12 work weeks of unpaid leave during any 12-month period. Neither the law nor this policy creates a right for an employee to take unpaid leave that exceeds the unpaid leave time allowed under, or is in addition to the unpaid leave time permitted by, the federal Family and Medical Leave Act of 1993 (29 U.S.C. §2601 *et seq.*).

#### Leaves to Serve as an Officer or Trustee of a Specific Organization

Upon request, the Executive Committee will grant: (1) an unpaid leave of absence to an unpaid leave of absence to an elected officer of a State or national teacher organization that represents teachers in collective bargaining negotiations, (2) 20 days of paid leave of absence per year to a trustee of the Teachers' Retirement System to attend meetings and seminars as described in 105 ILCS 5/24-6.3, and (3) a paid leave of absence for the local association president of a State teacher association that is an exclusive bargaining agent in the District, or his or her designee, to attend meetings, workshops, or seminars as described in 105 ILCS 5/24-6.2.

#### Leave to Serve as an Election Judge

Any staff member who was appointed to serve as an election judge under State law may, after giving at least 20-days' written notice to the Joint Agreements, be absent without pay for the purpose of serving as an election judge. The staff member is not required to use any form of paid leave to serve as an election judge. No more than 10% of the Joint Agreement employees may be absent to serve as election judges on the same Election Day.

CROSS REF.: 5:180 (Temporary Illness or Temporary Incapacity), 5:185 (Family and Medical Leave), 5:330 (Sick Days, Vacation, Holidays, and Leaves)

ADOPTED: January 22, 2020

### **Midstate Special Education Coop**

## 5:260 Student Teachers

The Special Education Director is authorized to accept students from university-approved teacher-training programs to do student teaching in the Joint Agreement. No individual who has been convicted of a criminal offense that would subject him or her to license suspension or revocation pursuant to Section 5/21B-80 of the School Code or who has been found to be the perpetrator of sexual or physical abuse of a minor under 18 years of age pursuant to proceedings under Article II of the Juvenile Court Act of 1987 is permitted to student teach.

Before permitting an individual to student teach, or begin a required internship, or participate in any field experience in the Joint Agreement, the Special Education Director or designee shall ensure that:

1. The Joint Agreement performed a *105 ILCS 5/10-21.9(g) Check* as described below; and
2. The individual furnished evidence of physical fitness to perform assigned duties and freedom from communicable disease pursuant to 105 ILCS 5/24-5.

A *105 ILCS 5/10-21.9(g) Check* shall include:

1. Fingerprint-based checks through (a) the Illinois State Police (ISP) for criminal history records information (CHRI) pursuant to the Uniform Conviction Information Act (20 ILCS 2635/1), and (b) the FBI national crime information databases pursuant to the Adam Walsh Child Protection and Safety Act (P.L. 109-248);
2. A check of the Illinois Sex Offender Registry (see the Sex Offender Community Notification Law (730 ILCS 152/101 et seq.); and
3. A check of the Illinois Murderer and Violent Offender Against Youth Registry (Murderer and Violent Offender Against Youth Community Notification Law (730 ILCS 154/75-105).

The School Code requires each individual student teaching or beginning a required internship to provide the Joint Agreement with written authorization for, and pay the costs of, his or her 105 ILCS 5/10-21.9(g) check (including any applicable vendor's fees). Upon receipt of this authorization and payment, the Special Education Director or designee will submit the student teacher's name, sex, race, date of birth, social security number, fingerprint images, and other identifiers, as prescribed by the Department of State Police, to the Department of State Police. The Special Education Director or designee will provide each student teacher with a copy of his or her report.

### Assignment

The Special Education Director or designee shall be responsible for coordinating placements of all student teachers within the Joint Agreement. Student teachers should be assigned to supervising teachers whose qualifications are acceptable to the Joint Agreement and the students' respective colleges or universities.

### LEGAL REF.:

Adam Walsh Child Protection and Safety Act, P.L. 109-248.

Uniform Conviction Information Act, 20 ILCS 2635/1.

105 ILCS 5/10-21.9, 5/10-22.34, and 5/24-5.

CROSS REF.: 4:175 (Convicted Child Sex Offender; Screening; Notifications), 5:190 (Teacher Qualifications)

ADOPTED: January 18, 2017

# Midstate Special Education Coop

**Educational Support Personnel**

**Midstate Special Education Coop**

## **5:270 Employment At-Will, Compensation, and Assignment**

**Please refer to the following agreements:**

**"Collective Bargaining Agreement Between Mid-State Special Education Montgomery County/Carlinville Special Education Board and Montgomery County/Carlinville Special Education Association /IEA/NEA."**

**"Master Agreement Between Christian Region of Mid-State Special Education and Christian Region Education Association of Teachers and ESPs ("Create")."**

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

### Employment At-Will

Unless otherwise specifically provided, Joint Agreement employment is at-will, meaning that employment may be terminated by the Joint Agreement or employee at any time for any reason, other than a reason prohibited by law, or no reason at all. Nothing in Governing 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 Special Education Director is authorized to make exceptions to employing nonlicensed employees at-will but shall maintain a record of positions or employees who are not at-will.

### Compensation and Assignment

The Executive Committee will approve 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 a month. The Special Education Director is authorized to make assignments and transfers of educational support personnel.

LEGAL REF.:105 ILCS 5/10-22.34 and 5/10-23.5.

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)

ADOPTED:November 18, 2015

**Midstate Special Education Coop**



## 5:280 Duties and Qualifications

All support staff: (1) must meet qualifications specified in job descriptions, (2) must be able to perform the essential tasks listed and/or assigned, and (3) are subject to Board policies as they may be changed from time-to-time at the Board's sole discretion.

### Paraprofessionals

Paraprofessionals provide supervised instructional support. Service as a paraprofessional requires an educator license with stipulations endorsed for a paraprofessional educator unless a specific exemption is authorized by the Illinois State Board of Education (ISBE).

Individuals with only non-instructional duties (e.g., providing technical support for computers, providing personal care services, or performing clerical duties) are not paraprofessionals, and the requirements in this section do not apply. In addition, individuals completing their clinical experiences and/or student teaching do not need to comply with this section, provided their service otherwise complies with ISBE rules.

### Noncertificated and Unlicensed Personnel Working with Students and Performing Non-Instructional Duties

Noncertificated and unlicensed personnel performing non-instructional duties may be used:

1. For supervising study halls, long distance teaching reception areas used incident to instructional programs transmitted by electronic media (e.g., computers, video, and audio), detention and discipline areas, and school-sponsored extracurricular activities;
2. As supervisors, chaperones, or sponsors for non-academic school activities; or
3. For non-teaching duties not requiring instructional judgment or student evaluation.

Nothing in this policy prevents a noncertificated person from serving as a guest lecturer or resource person under a certificated teacher's direction and with the administration's approval.

CROSS REF.: 4:110 (Transportation), 4:170 (Safety), 5:30 (Hiring Process and Criteria), 5:35 (Compliance with the Fair Labor Standards Act), 5:285 (Drug and Alcohol Testing for School Bus and Commercial Vehicle Drivers), 6:250 (Community Resource Persons and Volunteers)

Adopted: June 17, 2020

**Midstate Special Education Coop**

## **5:290 Employment Termination and Suspensions**

### Resignation and Retirement

An employee is requested to provide at least two 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 two months before the retirement date.

### Non-RIF Dismissal

The Joint Agreement may terminate an at-will employee at any time for any reason, subject to State and federal law. The Special Education Director or supervisor may recommend an employee's discharge subject to the Executive Committee and Governing Board's approval.

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 Special Education Director is responsible for making dismissal recommendations to the Executive Committee and Governing Board consistent with the Board's goal of having a highly qualified, high performing staff. This includes recommending a non-licensed employee for immediate dismissal for willful or negligent failure to report an instance of suspected child abuse or neglect as required by 325 ILCS 5/.

### Reduction in Force and Recall

The Executive Committee 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 Executive Committee 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 Special Education Director or Assistant Director 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 Special Education Director's or Assistant Director's judgment, the employee's presence is detrimental to the Joint Agreement. A disciplinary suspension shall be with pay: (1) when the employee is exempt from the overtime provisions of the federal wage and hour laws, 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. Upon receipt of a recommendation from the Ill. Dept. Children and Family Services (DCFS) that the Joint Agreement remove an employee from his or her position when he or she is the subject of a pending DCFS investigation that relates to his or her employment with the Joint

Agreement, the Executive Committee or Special Education Director or designee, in consultation with the Board Attorney, will determine whether to:

1. Let the employee remain in his or her position pending the outcome of the investigation; or
2. Remove the employee as recommended, proceeding with:
  - a. A suspension with pay; or
  - b. A suspension without pay.

Any criminal conviction resulting from the investigation or allegations shall require the employee to repay to the Joint Agreement all compensation and the value of all benefits received by the employee during the suspension. The Special Education Director will notify the employee of this requirement when the employee is suspended.

CROSS REF.: 5:90 (Abused and Neglected Child Reporting), 5:240 (Suspension), 5:270 (Employment At-Will, Compensation, and Assignment)

ADOPTED: January 22, 2020

**Midstate Special Education Coop**

## 5:300 Schedules and Employment Year

The Special Education Director or designee shall supervise a process for setting work schedules and an employment year for educational support employees in accordance with State and federal law, School Board policy, and applicable agreements and shall:

1. Assign each employee one supervisor who will establish a work schedule, including breaks, as required by building or District needs, work load, and the efficient management of human resources;
2. Allow for the ability to respond to changing circumstances by altering work schedules as needed; and
3. Consider the well-being of the employee. The Special Education Director or designee's approval is required to establish a flexible work schedule or job-sharing.

**Also please see:**

**The "Collective Bargaining Agreement Between Mid-State Special Education Montgomery County/Carlinville Special Education Board and Montgomery County/Carlinville Special Education Association /IEA/NEA."**

**The "Master Agreement Between Christian Region of Mid-State Special Education and Christian Region Education Association of Teachers and ESPs ("Create")."**

Breaks

**Please refer to the following agreements:**

**The "Master Agreement Between Christian Region of Mid-State Special Education and Christian Region Education Association of Teachers and ESPs ("Create")."**

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

An employee who works at least 7.5 continuous hours shall receive a 30-minute duty-free meal break that begins within the first five hours of the employee's workday. The District accommodates employees who are nursing mothers according to State and federal law.

LEGAL REF.: Fair Labor Standards Act, 29 U.S.C. §207 et seq.

105 ILCS 5/10-20.14a, 5/10-22.34, and 5/10-23.5.

740 ILCS 137/, Right to Breastfeed Act.

820 ILCS 105/, Minimum Wage Law.

820 ILCS 260/, Nursing Mothers in the Workplace Act.

CROSS REF.: 5:35 (Compliance with the Fair Labor Standards Act)

ADOPTED: May 17, 2017

## 5:310 Compensatory Time-Off

This policy governs the use of compensatory time-off by employees who: (1) are covered by the overtime provisions of the Fair Labor Standards Act, 29 U.S.C. §201 et seq., and (2) are not represented by an exclusive bargaining representative.

Employees may be given 1 hour of compensatory time-off in lieu of cash payment for each hour of approved work beyond the normal workweek up to 40 hours and 1-1/2 hours of compensatory time-off in lieu of cash payment for each hour of overtime worked greater than 40 hours in the workweek. Compensatory time-off must be used in the pay period earned unless approved by the Director.

An employee who has accrued compensatory time-off shall be permitted to use such time in at least half-day components provided such requests do not unduly disrupt the District's operations. The employee's supervisor must approve a request to use compensatory time-off.

Upon termination of employment, an employee will be paid for unused compensatory time.?

### Implementation

The Director or designee shall implement this policy in accordance with the FLSA. In the event of a conflict between the policy and the FLSA, the latter shall control.

CROSS REF.: 5:35 (Compliance with the Fair Labor Standards Act), 5:185 (Family and Medical Leave), 5:270 (Employment At-Will, Compensation, and Assignment)

ADOPTED: January 22, 2020

**Midstate Special Education Coop**

## **5:320 Evaluation**

The Special Education Director is responsible for designing and implementing a program for evaluating the job performance of each educational support staff member according to standards contained in Governing Board policies as well as in compliance with State law and any applicable collective bargaining agreement.

CROSS REF.:5:10 (Equal Employment Opportunity and Minority Recruitment), 5:150 (Personnel Records)

ADOPTED:May 17, 2017

**Midstate Special Education Coop**

## 5:330 Sick Days, Vacation, Holidays, and Leaves

### Sick Leave and Bereavement Leave

Each full-time employee is granted 15 sick leave days per fiscal year. Any unused days will accumulate for use as sick leave in subsequent years. Sick leave is defined in State law as personal illness, quarantine at home, serious illness or death in the immediate family or household, or birth, adoption, or placement for adoption.

Part-time employees will receive sick leave pay equivalent to their regular workday. This policy is the District's written plan allowing eligible employees to convert eligible accumulated sick leave to service credit upon a District employee's retirement under the Ill. Municipal Retirement Fund.

Sick leave may be taken in a minimum of one hour increments.

### Personal Leave

All employees are granted 2 personal leave days per fiscal year. Any unused days will rollover into sick days the following fiscal year.

Part-time employees are entitled to personal days on the same basis as full-time employees, but the pay/hours will be based on the employee's average number of part-time hours per week during the year.

Personal leave may be taken in a minimum of quarter-day, half-day and/or full-day increments.

### Leave of Absence Without Pay

The Executive Committee may grant a leave of absence without pay to employees who have rendered satisfactory service and desire to return to employment in a similar capacity at a time determined by the Executive Committee.

### Vacation

All 12-month, non-exempt employees, shall be eligible for paid vacation days according to the following schedule:

<u>Length of Employment</u>	<u>Maximum Vacation Leave Earned Per Year</u>
After 1 year of employment	10 days
After 10 years of employment	15 days
After 20 years of employment	20 days

Part-time employees who work at least half-time are entitled to vacation days on the same basis as full-time employees, but the pay will be based on the employee's average number of part-time hours per week during the last vacation accrual year.

Vacation time may be taken in a minimum of quarter-day, half-day and/or full-day increments.

The Special Education Director will determine the procedure for requesting vacation.

Vacation days earned are to be used within the year of the employees anniversary. Employees resigning or whose employment is terminated are entitled to the monetary equivalent of all earned

vacation.

### Holidays

All MSSE Office staff will follow the school year calendar as determined by the Special Education Director or designee.

A holiday will not cause a deduction from an employee's time or compensation. The District may require educational support personnel to work on a school holiday during an emergency or for the continued operation and maintenance of facilities or property.

### Leave to Serve as a Trustee of the Illinois Municipal Retirement Fund

Upon request, the Board will grant 20 days of paid leave of absence per year to a trustee of the Ill. Municipal Retirement Fund in accordance with 105 ILCS 5/24-6.3.

### Leaves for Service in the Military and General Assembly

Educational support personnel receive military and General Assembly leaves on the same terms and conditions granted professional staff.

### School Visitation Leave

Educational support personnel receive school visitation leave on the same terms and conditions granted professional staff.

### Leaves for Victims of Domestic Violence, Sexual Violence, or Gender Violence

Educational support personnel receive a leave for victims of domestic violence, sexual violence, or gender violence on the same terms and conditions granted professional staff.

### Child Bereavement Leave

Educational support personnel receive child bereavement leave on the same terms and conditions granted professional staff.

### Leave to Serve as an Election Judge

Any staff member who was appointed to serve as an election judge under State law may, after giving at least 20-days' written notice to the District, be absent without pay for the purpose of serving as an election judge. The staff member is not required to use any form of paid leave to serve as an election judge. No more than 10% of the District's employees may be absent to serve as election judges on the same Election Day.

CROSS REF.: 5:180 (Temporary Illness or Temporary Incapacity), 5:185 (Family and Medical Leave), 5:250 (Leaves of Absence)

Adopted: June 17, 2020



**SECTION 6 - INSTRUCTION**

**Midstate Special Education Coop**

## **6:30 Organization of Instruction**

The grouping and housing of instructional levels in Member District facilities shall be according to plans developed by the Special Education Director or designee in cooperation with the Member Districts and approved by the Regional Board and in compliance with State and federal regulations.

The IEP team shall place eligible students with disabilities in classes, programs and services operated according to IEP's and program guidelines as established by the Regional Board.

CROSS REF.:7:30 (Student Assignment)

Adopted: January 16, 2019

**Midstate Special Education Coop**

## **6:40 Program Development**

In order to provide services for the students of Member Districts requiring special education, the Special Education Director shall annually review the Comprehensive Plan of Services for the Joint Agreement. It shall be a plan that is educationally sound and that justifies itself in substantial benefits to the students served.

The Comprehensive Plan shall ensure that Member Districts have available a full continuum of services.

The Special Education Director shall present any updates to the plan, as needed, to the Executive Committee no later than May with each Member District receiving a copy of the updated Comprehensive Plan, if revised.

CROSS REF.: 6:60 (Curriculum Content), 6:120 (Education of Children with Disabilities), 7:15 (Student and Family Privacy Rights)

ADOPTED: January 22, 2020

**Midstate Special Education Coop**

## **6:60 Curriculum Content**

The curriculum shall be in accordance with the Comprehensive Plan of Services developed by the Special Education Director for the Joint Agreement.

### LEGAL REF.:

Pub. L. No. 108-447, Section 111 of Division J, Consolidated Appropriations Act of 2005.

Pub. L. No. 110-385, Title II, 122 stat. 4096 (2008), Protecting Children in the 21st Century Act.

47 C.F.R. §54.520

5 ILCS 465/3 and 465/3a.

20 ILCS 2605/2605-480.

105 ILCS 5/2-3.80(e) and (f), 5/27-3, 5/27-3.5, 5/27-5, 5/27-6, 5/27-6.5, 5/27-7, 5/27-12, 5/27-12.1, 5/27-13.1, 5/27-13.2, 5/27-20.3, 5/27-20.4, 5/27-20.5, 5/27-20.7, 5/27-21, 5/27-22, 5/27-23.3, 5/27-23.4, 5/27-23.7, 5/27-23.8, 5/27-23.10, 5/27-23.11, 5/27-24.2, 435/, and 110/3.

625 ILCS 5/6-408.5.

23 Ill.Admin.Code §§1.420, 1.425, 1.430, and 1.440.

CROSS REF.:6:40 (Program Development), 7:180 (Prevention of and Response to Bullying, Intimidation, and Harassment), 7:260 (Exemption from Physical Activity)

Adopted: March 20, 2019

**Midstate Special Education Coop**

## 6:65 Student Social and Emotional Development

Social and emotional learning (SEL) is defined as the process through which students enhance their ability to integrate thinking, feeling, and behaving to achieve important life tasks. Students competent in SEL are able to recognize and manage their emotions, establish healthy relationships, set positive goals, meet personal and social needs, and make responsible and ethical decisions.

The Special Education Director shall incorporate SEL into the Joint Agreement's curriculum and other educational programs consistent with the Joint Agreement's mission and the goals and benchmarks of the III. Learning Standards. The III. Learning Standards include three goals for students:

1. Develop self-awareness and self-management skills to achieve school and life success.
2. Use social-awareness and interpersonal skills to establish and maintain positive relationships.
3. Demonstrate decision-making skills and responsible behaviors in personal, school, and community contexts.

The incorporation of SEL objectives into the Joint Agreement's curriculum and other educational programs may include but is not limited to:

1. Classroom and school-wide programming to foster a safe, supportive learning environment where students feel respected and valued. This may include incorporating scientifically based, age-and-culturally appropriate classroom instruction, Joint Agreement-wide, and school-wide strategies that teach SEL skills, promote optimal mental health, and prevent risk behaviors for all students.
2. Staff development and training to promote students' SEL development. This may include providing all personnel with age-appropriate academic and SEL and how to promote it.
3. Parent/Guardian and family involvement to promote students' SEL development. This may include providing parents/guardians and families with learning opportunities related to the importance of their children's optimal SEL development and ways to enhance it.
4. Community partnerships to promote students' SEL development. This may include establishing partnerships with diverse community agencies and organizations to assure a coordinated approach to addressing children's mental health and SEL development.
5. Early identification and intervention to enhance students' school readiness, academic success, and use of good citizenship skills. This may include development of a system and procedures for periodic and universal screening, assessment, and early intervention for students who have significant risk factors for social, emotional, or mental health conditions that impact learning.
6. Treatment to prevent or minimize mental health conditions in students. This may include building and strengthening referral and follow-up procedures for providing effective clinical services for students with social, emotional, and mental health conditions that impact learning. This may include student and family support services, school-based behavioral health services, and school-community linked services and supports.
7. Assessment and accountability for teaching SEL skills to all students. This may include implementation of a process to assess and report baseline information and ongoing progress about school climate, students' social and emotional development, and academic performance.

CROSS REF.: 1:30, (School Joint Agreement Philosophy), 6:10 (Educational Philosophy and Objectives), 6:40 (Curriculum Development), 6:60 (Curriculum Content), 6:270 (Guidance and Counseling Program), 7:100 (Health, Eye, and Dental Examinations; Immunizations; and Exclusion of Students), 7:180 (Prevention of and Response to Bullying, Intimidation, and Harassment), 7:250 (Student Support Services)

ADOPTED: January 22, 2020

# Midstate Special Education Coop

## **6:110 Programs for Students At Risk of Academic Failure and/or Dropping Out of School**

The policies and procedures for the individual member districts shall be followed.

ADOPTED: January 22, 2020

**Midstate Special Education Coop**

## 6:120 Education of Children with Disabilities

The Joint Agreement shall provide a free appropriate public education in the least restrictive environment and necessary related services to all children with disabilities enrolled in the Joint Agreement, as required by the Individuals With Disabilities Education Act (IDEA) and implementing provisions of the School Code, Section 504 of the Rehabilitation Act of 1973, and the Americans With Disabilities Act. The term "children with disabilities," as used in this policy, means children between ages 3 and 21 (inclusive) for whom it is determined, through definitions and procedures described in the Ill. State Board of Education (ISBE) *Special Education* rules, that special education services are needed.

For students eligible for services under IDEA, the District shall follow procedures for identification, evaluation, placement, and delivery of services to children with disabilities provided in the ISBE *Special Education* rules.

For those students who are not eligible for services under IDEA, but, because of disability as defined by Section 504 of the Rehabilitation Act of 1973 need or are believed to need special instruction or related services, member district policies and procedures will be followed.

If necessary, students may also be placed in nonpublic special education programs or education facilities.

### LEGAL REF.:

20 U.S.C. §1400 et seq., Individuals With Disabilities Education Improvement Act of 2004.

29 U.S.C. §794, Rehabilitation Act of 1973, Section 504.

42 U.S.C. §12101 et seq., Americans With Disabilities Act.

34 C.F.R. §300.

105 ILCS 5/14-1.01 et seq., 5/14-7.02, and 5/14-7.02b.

23 Ill.Admin.Code Part 226.

CROSS REF.:7:230 (Misconduct by Students with Disabilities)

Adopted: January 16, 2019

**Midstate Special Education Coop**



## **6:140 Education of Homeless Children**

The policies and procedures of the resident district shall apply.

LEGAL REF.:

McKinney Homeless Assistance Act, 42 U.S.C. §11431 et seq.

105 ILCS 45/1-1 et seq.

CROSS REF.: 2:260 (Uniform Grievance Procedure), 4:110 (Transportation), 7:10 (Equal Educational Opportunities), 7:30 (Student Assignment), 7:100 (Health Examinations, Immunizations, and Exclusion of Students)

Adopted: March 21, 2018

**Midstate Special Education Coop**

## 6:235 Access to Electronic Networks

Electronic networks, including the Internet, are a part of the Joint Agreement's instructional program and serve to promote educational excellence by facilitating resource sharing, innovation, and communication. The Director shall develop an implementation plan for this policy and appoint system administrator(s).

The Joint Agreement is not responsible for any information that may be lost or damaged, or become unavailable when using the network, or for any information that is retrieved or transmitted via the Internet. Furthermore, the Joint Agreement will not be responsible for any unauthorized charges or fees resulting from access to the Internet.

### Curriculum and Appropriate Online Behavior

The use of the Joint Agreement's electronic networks shall: (1) be consistent with the curriculum adopted by the Joint Agreement as well as the varied instructional needs, learning styles, abilities, and developmental levels of the students, and (2) comply with the selection criteria for instructional materials and library resource center materials. Staff members may, consistent with the Special Education Director's implementation plan, use the Internet throughout the curriculum.

The Joint Agreement's electronic network is part of the curriculum and is not a public forum for general use.

### Acceptable Use

All use of the Joint Agreement's electronic networks must be: (1) in support of education and/or research, and be in furtherance of the goals stated herein, or (2) for a legitimate school business purpose. Use is a privilege, not a right. Students and staff members have no expectation of privacy in any material that is stored, transmitted, or received via the Joint Agreement's electronic networks or Joint Agreement computers. General rules for behavior and communications apply when using electronic networks. The Joint Agreement's administrative procedure, *Acceptable Use of the Joint Agreement's Electronic Networks*, contains the appropriate uses, ethics, and protocol. Electronic communications and downloaded material, including files deleted from a user's account but not erased, may be monitored or read by school officials.

### Internet Safety

Technology protection measures shall be used on each Joint Agreement computer with Internet access. They shall include a filtering device that protects against Internet access by both adults and minors to visual depictions that are: (1) obscene, (2) pornographic, or (3) harmful or inappropriate for students, as defined by federal law and as determined by the Director or designee. The Director or designee shall enforce the use of such filtering devices. An administrator, supervisor, or other authorized person may disable the filtering device for bona fide research or other lawful purpose, provided the person receives prior permission from the Director or system administrator. The Director or designee shall include measures in this policy's implementation plan to address the following:

1. Ensure staff supervision of student access to online electronic networks,
2. Restrict student access to inappropriate matter as well as restricting access to harmful materials,
3. Ensure student and staff privacy, safety, and security when using electronic communications,
4. Restrict unauthorized access, including "hacking" and other unlawful activities, and
5. Restrict unauthorized disclosure, use, and dissemination of personal identification information, such as, names and addresses.

## District Electronic Networks

The acceptable use policies and procedures of the individual member districts shall be followed.

### Authorization for Electronic Network Access

Each staff member must sign the *Authorization for Access to the Joint Agreement's Electronic Network* as a condition for using the Joint Agreement's electronic network. Each student and his or her parent(s)/guardian(s) must sign the *Authorization* before being granted unsupervised use.

All users of the Joint Agreement's computers to access the Internet shall maintain the confidentiality of student records. Reasonable measures to protect against unreasonable access shall be taken before confidential student information is loaded onto the network.

The failure of any staff member to follow the terms of the Joint Agreement's administrative procedure, *Acceptable Use of the Joint Agreement's Electronic Networks*, or this policy, may result in the loss of privileges, disciplinary action, and/or appropriate legal action.

### Access to Member District Electronic Networks

For those Joint Agreement employees working in member districts, Joint Agreement employees are also to comply with member district electronic network policies.

#### LEGAL REF.:

No Child Left Behind Act, 20 U.S.C. §6777.

Children's Internet Protection Act, 47 U.S.C. §254(h) and (l).

Enhancing Education Through Technology Act, 20 U.S.C §6751 et seq.

47 C.F.R. Part 54, Subpart F, Universal Service Support for Schools and Libraries.

720 ILCS 5/26.5.

CROSS REF.: 5:100 (Staff Development Program), 5:170 (Copyright), 6:40 (Curriculum Development), 6:210 (Instructional Materials), 6:230 (Library Media Program), 6:260 (Complaints About Curriculum, Instructional Materials, and Programs), 7:130 (Student Rights and Responsibilities), 7:190 (Student Discipline)

Adopted: March 21, 2018

**Midstate Special Education Coop**

## **6:240 Field Trips and Recreational Class Trips**

Field trips are permissible when the experiences are an integral part of the school curriculum and/or contribute to the Joint Agreement's educational goals.

All field trips must have the Assistant Director or designee's prior approval, except that field trips beyond a 200-mile radius of the school or extending overnight must have the prior approval of the Board. The following factors are analyzed when determining whether to approve a field trip: educational value, student safety, parent concerns, heightened security alerts, and liability concerns. On all field trips, a bus fee set by the Assistant Director or designee may be charged to help defray the transportation costs.

Student participation in field trips will be determined based on the policy of each student's individual district. All non-participating students shall be provided an alternative experience. Any field trip may be cancelled without notice due to danger to students, staff, or chaperons. Monies deposited may be forfeited.

Privately arranged trips, including those led by Joint Agreement staff members, shall not be represented as or construed to be sponsored by the Joint Agreement or school. The Joint Agreement does not provide liability protection for privately arranged trips and is not responsible for any damages arising from them.

### Recreational Class Trips

Recreational class trips are permissible provided they do not interfere with the Joint Agreement's educational goals. The provisions in this policy concerning field trips are also applicable to recreational class trips, except those regarding educational value.

Any student attending a Region Program shall be entitled to attend those field trips provided by the District where the student attends and in accordance with the student's Individualized Education Program. Such opportunity shall, however, be in accordance with and under the policies and procedures of the attending district.

CROSS REF.:7:10 (Equal Educational Opportunities), 7:270 (Administering Medicines to Students)

Adopted: January 16, 2019

**Midstate Special Education Coop**

## **6:250 Community Resource Persons and Volunteers**

The policies and procedures of the individual member districts shall be followed.

CROSS REF.:4:170 (Safety), 5:90 (Abused and Neglected Child Reporting), 5:280 (Duties and Qualifications), 8:30 (Conduct on School Property), 8:95 (Parental Involvement)

Adopted: January 16, 2019

**Midstate Special Education Coop**

## **6:255 Assemblies and Ceremonies**

Joint Agreement employees shall not endorse or otherwise promote invocations, benedictions, and group prayers at any school assembly, ceremony, or other school-sponsored activity.

LEGAL REF.:Lee v. Weisman, 112 S.Ct. 2649 (1992).

Jones v. Clear Creek Independent School District, 977 F.2d 963 (5th Cir. 1992), *reh'g denied*, 983 F.2d 234 (5th Cir. 1992) and *cert. denied*, 113 S.Ct. 2950 (1993).

ADOPTED:September 21, 2016

**Midstate Special Education Coop**

## **6:260 Complaints About Curriculum, Instructional Materials, and Programs**

The policies and procedures of the individual member districts shall be followed.

CROSS REF.:2:260 (Uniform Grievance Procedure), 8:110 (Public Complaints)

ADOPTED:September 21, 2016

**Midstate Special Education Coop**

## **6:280 Grading and Promotion**

The policies and procedures of the individual member districts shall be followed.

LEGAL REF.:

105 ILCS 5/2-3.64a-5, 5/10-20.9a, 5/10-21.8, and 5/27-27.

CROSS REF.: 6:300 (Graduation Requirements), 6:340 (Student Testing and Assessment Program)

ADOPTED: February 25, 2015

**Midstate Special Education Coop**



## **6:300 Graduation Requirements**

Graduation requirements shall be as determined by the student's Individualized Education Program and the Member District where student resides.

### Certificate of Completion

A student with a disability who has an Individualized Education Program prescribing special education, transition planning, transition services, or related services beyond the student's 4 years of high school, qualifies for a certificate of completion after the student has completed 4 years of high school. The student is encouraged to participate in the graduation ceremony of his or her high school graduation class. The Special Education Director or designee shall provide timely written notice of this requirement to children with disabilities and their parents/guardians.

CROSS REF.: 6:30 (Organization of Instruction)

ADOPTED: January 22, 2020

**Midstate Special Education Coop**

## **6:340 Student Testing and Assessment Program**

Member Districts policies will be supported in determining assessment practices to meet individual needs of students with disabilities.

CROSS REF.: 6:280 (Grading and Promotion), 7:340 (Student Records)

ADOPTED: January 22, 2020

**Midstate Special Education Coop**

**SECTION 7 - STUDENTS**

**Midstate Special Education Coop**

## 7:10 Equal Educational Opportunities

Equal educational and extracurricular opportunities shall be available for all students without regard to color, race, nationality, religion, sex, sexual orientation, ancestry, age, physical or mental disability, gender identity, status of being homeless, immigration status, order of protection status, actual or potential marital or parental status, including pregnancy. Further, the Joint Agreement will not knowingly enter into agreements with any entity or any individual that discriminates against students on the basis of sex or any other protected status. Any student may file a discrimination grievance by using the Uniform Grievance Procedure.

### Sex Equity

No student shall, based on sex, sexual orientation, or gender identity be denied equal access to programs, activities, services, or benefits or be limited in the exercise of any right, privilege, advantage, or denied equal access to educational and extracurricular programs and activities.

Any student may file a sex equity complaint by using the Uniform Grievance Procedure. A student may appeal the Board's resolution of the complaint to the Regional Special Education Director of Schools (pursuant to 105 ILCS 5/3-10 of the School Code) and, thereafter, to the State Special Education Director of Education (pursuant to 105 ILCS 5/2-3.8 of the School Code).

### Administrative Implementation

The Special Education Director shall appoint a Nondiscrimination Coordinator. The Special Education Director and Assistant Directors shall use reasonable measures to inform staff members and students of this policy and grievance procedure.

### LEGAL REF.:

20 U.S.C. §1681 et seq., Title IX of the Education Amendments of 1972, implemented by 34 C.F.R. Part 106.

29 U.S.C. §791 et seq., Rehabilitation Act of 1973.

42 U.S.C. §11431 et seq., McKinney-Vento Homeless Assistance Act.

Good News Club v. Milford Central Sch., 533 U.S. 98 (2001).

Ill. Constitution, Art. I, §18.

105 ILCS 5/3.25b, 5/3.25d(b), 5/10-20.12, 5/10-20.60 (P.A.s 100-29 and 100-163, final citations pending), 5/10-22.5, and 5/27-1.

775 ILCS 5/1-101 et seq., Illinois Human Rights Act.

775 ILCS 35/5, Religious Freedom Restoration Act.

23 Ill.Admin.Code §1.240 and Part 200.

CROSS REF.: 2:260 (Uniform Grievance Procedure), 6:65 (Student Social and Emotional Development), 7:20 (Harassment of Students Prohibited), 7:130 (Student Rights and Responsibilities), 7:160 (Student Appearance), 7:180 (Prevention of and Response to Bullying, Intimidation, and Harassment), 7:250 (Student Support Services), 7:340 (Student Records)

Adopted: March 21, 2018

# Midstate Special Education Coop

## 7:10-E Exhibit - Equal Educational Opportunities Within the School Community

The Cooperative welcomes diversity in its schools. Policy 7:10, *Equal Educational Opportunities* cites the many civil rights laws that guarantee equal education opportunities to all students. In addition, the policies below address the equal educational opportunities, health, safety, and general welfare of students within the Cooperative. These policies are not a complete list, and depending on the factual context, another policy not specifically listed may apply:

1. 2:260, *Uniform Grievance Procedure*, contains the process for an individual to seek resolution of a complaint. A student may use this policy to complain about bullying. The Cooperative Complaint Manager shall address the complaint promptly and equitably.
2. 6:65, *Student Social and Emotional Development*, requires that social and emotional learning be incorporated into the Cooperative's curriculum and other educational programs.
3. 7:10, *Equal Educational Opportunities*, requires that equal educational and extracurricular opportunities be available to all students without regard to, among other protected statuses, sex, sexual orientation, and gender identity.
4. 7:20, *Harassment of Students Prohibited*, prohibits any person from harassing, intimidating, or bullying a student based on an actual or perceived characteristic that is identified in the policy including, among other protected statuses, sex, sexual orientation, and gender identity.
5. 7:130, *Student Rights and Responsibilities*, recognizes that all students are entitled to rights protected by the U.S. and Illinois Constitutions and laws for persons of their age and maturity in a school setting.
6. 7:160, *Student Appearance*, prohibits students from dressing or grooming in such a way as to disrupt the educational process, interfere with a positive teaching/learning climate, or compromise reasonable standards of health, safety, and decency.
7. 7:180, *Prevention of and Response to Bullying, Intimidation, and Harassment*, contains the comprehensive structure for the Cooperative's bullying prevention program.
8. 7:250, *Student Support Services*, directs the Superintendent to develop protocols for responding to students' social, emotional, or mental health needs that impact learning.
9. 7:340, *Student Records*, contains the comprehensive structure for managing school student records, keeping them confidential, and providing access as allowed or required.

DATED:September 21, 2016

**Midstate Special Education Coop**

## 7:15 Student and Family Privacy Rights

### Surveys

All surveys requesting personal information from students, as well as any other instrument used to collect personal information from students, must advance or relate to the Joint Agreement's educational objectives, or assist students' career choices. This applies to all surveys, regardless of whether the student answering the questions can be identified and regardless of who created the survey.

### Surveys Created by a Third Party

Before an official or staff member administers or distributes a survey or evaluation created by a third party to a student, the student's parent(s)/guardian(s) may inspect the survey or evaluation, upon their request and within a reasonable time of their request.

This section applies to every survey: (1) that is created by a person or entity other than a Joint Agreement official, staff member, or student, (2) regardless of whether the student answering the questions can be identified, and (3) regardless of the subject matter of the questions.

### Survey Requesting Personal Information

Joint Agreement officials and staff members shall not request, nor disclose, the identity of any student who completes any survey or evaluation (created by any person or entity, including the Joint Agreement) containing one or more of the following items:

1. Political affiliations or beliefs of the student or the student's parent/guardian.
2. Mental or psychological problems of the student or the student's family.
3. Behavior or attitudes about sex.
4. Illegal, anti-social, self-incriminating, or demeaning behavior.
5. Critical appraisals of other individuals with whom students have close family relationships.
6. Legally recognized privileged or analogous relationships, such as those with lawyers, physicians, and ministers.
7. Religious practices, affiliations, or beliefs of the student or the student's parent/guardian.
8. Income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program).

The student's parent(s)/guardian(s) may:

1. Inspect the survey or evaluation upon, and within a reasonable time of, their request, and/or
2. Refuse to allow their child to participate in the activity described above. The Joint Agreement shall not penalize any student whose parent(s)/guardian(s) exercised this option.

### Instructional Material

A student's parent(s)/guardian(s) may inspect, upon their request, any instructional material used as part of their child's educational curriculum within a reasonable time of their request.

The term "instructional material" means instructional content that is provided to a student, regardless of its format, printed or representational materials, audio-visual materials, and materials in electronic or digital formats (such as materials accessible through the Internet). The term does not include academic tests or academic assessments.

### Physical Exams or Screenings

No Joint Agreement official or staff member shall subject a student to a non-emergency, invasive physical examination or screening as a condition of school attendance. The term “invasive physical examination” means any medical examination that involves the exposure of private body parts, or any act during such examination that includes incision, insertion, or injection into the body, but does not include a hearing, vision, or scoliosis screening.

The above paragraph does not apply to any physical examination or screening that:

1. Is permitted or required by an applicable State law, including physical examinations or screenings that are permitted without parental notification.
2. Is administered to a student in accordance with the Individuals with Disabilities Education Act (20 U.S.C. §1400 et seq.).
3. Is otherwise authorized by Board policy.

#### Selling or Marketing Students’ Personal Information Is Prohibited

No school official or staff member shall market or sell personal information concerning students (or otherwise provide that information to others for that purpose). The term “personal information” means individually identifiable information including: (1) a student or parent’s first and last name, (2) a home or other physical address (including street name and the name of the city or town), (3) a telephone number, (4) a Social Security identification number or (5) driver’s license number or State identification card.

The above paragraph does not apply: (1) if the student’s parent(s)/guardian(s) have consented; or (2) to the collection, disclosure or, use of personal information collected from students for the exclusive purpose of developing, evaluating or providing educational products or services for, or to, students or educational institutions, such as the following:

1. College or other postsecondary education recruitment, or military recruitment.
2. Book clubs, magazines, and programs providing access to low-cost literary products.
3. Curriculum and instructional materials used by elementary schools and secondary schools.
4. Tests and assessments to provide cognitive, evaluative, diagnostic, clinical, aptitude, or achievement information about students (or to generate other statistically useful data for the purpose of securing such tests and assessments) and the subsequent analysis and public release of the aggregate data from such tests and assessments.
5. The sale by students of products or services to raise funds for school-related or education-related activities.
6. Student recognition programs.

Under no circumstances may a Joint Agreement official or staff member provide a student’s “personal information” to a business organization or financial institution that issues credit or debit cards.

#### Notification of Rights and Procedures

The Special Education Director or designee shall notify students’ parents/guardians of:

1. This policy as well as its availability upon request from the general administration office.
2. How to opt their child out of participation in activities as provided in this policy.
3. The approximate dates during the school year when a survey requesting personal information, as described above, is scheduled or expected to be scheduled.
4. How to request access to any survey or other material described in this policy.

This notification shall be given parents/guardians at least annually, at the beginning of the school year, and within a reasonable period after any substantive change in this policy.



The rights provided to parents/guardians in this policy transfer to the student when the student turns 18 years old, or is an emancipated minor.

LEGAL REF.:

20 U.S.C. §1232h, Protection of Pupil Rights Act.

325 ILCS 17/, Children's Privacy Protection and Parental Empowerment Act.

105 ILCS 5/10-20.38.

CROSS REF.: 2:260 (Uniform Grievance Procedure), 6:220 (Instructional Materials Selection and Adoption), 6:260 (Complaints About Curriculum, Instructional Materials, and Programs), 7:130 (Student Rights and Responsibilities)

Adopted: March 21, 2018

**Midstate Special Education Coop**

## 7:20 Harassment of Students Prohibited

### Bullying, Intimidation, and Harassment Prohibited

No person, including a Joint Agreement employee or agent, or student, shall harass, intimidate, or bully a student on the basis of actual or perceived: race; color; national origin; military status; unfavorable discharge status from military service; sex; sexual orientation; gender identity; gender-related identity or expression; ancestry; age; religion; physical or mental disability; order of protection status; status of being homeless; actual or potential marital or parental status, including pregnancy; association with a person or group with one or more of the aforementioned actual or perceived characteristics; or any other distinguishing characteristic. The Joint Agreement will not tolerate , intimidating conduct, or bullying whether verbal, physical, sexual, or visual, that affects tangible benefits of education, that unreasonably interferes with a student's educational performance, or that creates an intimidating, hostile, or offensive educational environment. Examples of prohibited conduct include name-calling, using derogatory slurs, stalking, sexual violence, causing psychological harm, threatening or causing physical harm, threatened or actual destruction of property, or wearing or possessing items depicting or implying hatred or prejudice of one of the characteristics stated above.

### Sexual Harassment Prohibited

Sexual harassment of students is prohibited. Any person, including a Joint Agreement employee or agent, engages in sexual harassment whenever he or she makes sexual advances, requests sexual favors, and/or engages in other verbal or physical conduct, including sexual violence, of a sexual or sex-based nature, imposed on the basis of sex, that:

1. Denies or limits the provision of educational aid, benefits, services, or treatment; or that makes such conduct a condition of a student's academic status; or
2. Has the purpose or effect of:
  - a. Substantially interfering with a student's educational environment;
  - b. Creating an intimidating, hostile, or offensive educational environment;
  - c. Depriving a student of educational aid, benefits, services, or treatment; or
  - d. Making submission to or rejection of such conduct the basis for academic decisions affecting a student.

The terms "intimidating," "hostile," and "offensive" include conduct that has the effect of humiliation, embarrassment, or discomfort. Examples of sexual harassment include touching, crude jokes or pictures, discussions of sexual experiences, teasing related to sexual characteristics, and spreading rumors related to a person's alleged sexual activities. The term *sexual violence* includes a number of different acts. Examples of sexual violence include, but are not limited to, rape, sexual assault, sexual battery, sexual abuse, and sexual coercion.

### Making a Complaint

Students are encouraged to report claims or incidences of bullying, harassment, sexual harassment, or any other prohibited conduct to the Nondiscrimination Coordinator, Building Principal, Assistant Building Principal, Dean of Students, a Complaint Manager, or any staff member with whom the student is comfortable speaking. A student may choose to report to a person of the student's same sex.

An allegation that a student was a victim of any prohibited conduct perpetrated by school personnel, including a school vendor or volunteer, shall be processed and reviewed according to policy 5:90, *Abused and Neglected Child Reporting*, in addition to any response required by this policy.

If a complaint is made to a member district employee or administrator about impermissible student

harassment occurring in a Joint Agreement program and as defined in this policy, the complaint will be referred to one of the designated Complaint Managers identified in this policy. The complaint manager will work with the member district administrator in addressing the complaint.

The Nondiscrimination Coordinator and Complaint Managers identified in policy 2:260 will also serve as the Nondiscrimination Coordinator and Complaint Managers for administration of this policy.

The Special Education Director shall use reasonable measures to inform staff members and students of this policy.

### Investigation Process

Supervisors, Building Principals, or administrators who receive a report or complaint of harassment must promptly forward the report or complaint to the Nondiscrimination Coordinator or a Complaint Manager. A supervisor or administrator who fails to promptly comply may be disciplined, up to and including discharge.

Reports and complaints of harassment will be confidential to the greatest extent practicable, subject to the Joint Agreement's duty to investigate and maintain an educational environment that is productive, respectful, and free of unlawful discrimination, including harassment.

The Joint Agreement shall investigate alleged harassment of students when the Nondiscrimination Coordinator or a Complaint Manager becomes aware of an allegation, regardless of whether a written report or complaint is filed.

### Alleged Incidents of Sexual Abuse

*An alleged incident of sexual abuse* is an incident of sexual abuse of a child, as defined in 720 ILCS 5/11-9.1A(b), that is alleged to have been perpetrated by school personnel, including a school vendor or volunteer, that occurred: on school grounds during a school activity; or outside of school grounds or not during a school activity.

Any complaint alleging an incident of sexual abuse shall be processed and reviewed according to policy 5:90, *Abused and Neglected Child Reporting*, in addition to any response required by this policy.

### Enforcement

Any Joint Agreement employee who is determined, after an investigation, to have engaged in conduct prohibited by this policy will be subject to disciplinary action up to and including discharge. Any student who is determined, after an investigation, to have engaged in conduct prohibited by this policy will be subject to disciplinary action, including but not limited to, suspension and expulsion consistent with the behavior policy. Any person making a knowingly false accusation regarding prohibited conduct will likewise be subject to disciplinary action up to and including discharge, with regard to employees, or suspension and expulsion, with regard to students.

CROSS REF.: 2:260 (Uniform Grievance Procedure), 5:20 (Workplace Harassment Prohibited), 5:90 (Abused and Neglected Child Reporting), 7:10 (Equal Educational Opportunities); 7:180 (Prevention of and Response to Bullying, Intimidation, and Harassment), 7:185 (Teen Dating Violence Prohibited), 7:190 (Student Behavior)

ADOPTED: January 22, 2020

## **7:30 Student Assignment**

### Class Assignments

Students shall be assigned as indicated in their Individual Educational Programs.

LEGAL REF.:105 ILCS 5/10-21.3, 5/10-21.3a, and 5/10-22.5.

CROSS REF.:4:170 (Safety), 6:30 (Organization of Instruction), 6:140 (Education of Homeless Children)

ADOPTED:November 20, 2013

**Midstate Special Education Coop**

## **7:80 Release Time for Religious Instruction/Observance**

The policies and procedures of the individual districts will be followed.

LEGAL REF.:Religious Freedom Restoration Act, 775 ILCS 35/.

105 ILCS 5/26-1 and 5/26-2b.

CROSS REF.:7:70 (Attendance and Truancy)

ADOPTED:December 20, 2017

**Midstate Special Education Coop**

## **7:100 Health Examinations, Immunizations, and Exclusion of Students**

The policies and procedures of the individual member districts shall be followed.

### LEGAL REF.:

42 U.S.C. §11431 et seq., McKinney-Vento Homeless Assistance Act

105 ILCS 5/27-8.1 and 45/1-20.

410 ILCS 45/7.1 and 315/2e.

23 Ill.Admin.Code §1.530.

77 Ill.Admin.Code Part 665.

77 Ill.Admin.Code Part 690.

CROSS REF.:6:140 (Education of Homeless Children)

Adopted: March 20, 2019

**Midstate Special Education Coop**

## **7:130 Student Rights and Responsibilities**

All students are entitled to enjoy the rights protected by the U.S. and Illinois Constitutions and laws for persons of their age and maturity in a school setting. Students should exercise these rights reasonably and avoid violating the rights of others. Students who violate the rights of others or violate District policies or rules will be subject to disciplinary measures.

Students may, during the school day, during noninstructional time, voluntarily engage in individually or collectively initiated, non-disruptive prayer or religious-based meetings that, consistent with the Free Exercise and Establishment Clauses of the U.S. and Illinois Constitutions, are not sponsored, promoted, or endorsed in any manner by the school or any school employee. *Noninstructional time* means time set aside by a school before actual classroom instruction begins or after actual classroom instruction ends.

CROSS REF.: 7:140 (Search and Seizure), 7:150 (Agency and Police Interviews), 7:160 (Student Appearance), 7:190 (Student Discipline)

Adopted: June 17, 2020

**Midstate Special Education Coop**

## **7:140 Search and Seizure**

The policies and procedures of the individual member districts shall be followed.

LEGAL REF.:105 ILCS 5/10-20.14, 5/10-22.6, and 5/10-22.10a.

Cornfield v. Consolidated High School Dist. No. 230, 991 F.2d 1316 (7th Cir., 1993).

People v. Dilworth, 661 N.E.2d 310 (Ill., 1996), *cert. denied*, 116 S.Ct. 1692 (1996).

People v. Pruitt, 662 N.E. 2d 540 (Ill.App.1, 1996), *app. denied*, 667 N.E. 2d 1061 (Ill.App.1, 1996).

T.L.O. v. New Jersey, 105 S.Ct. 733 (1985).

Vernonia School Dist. 47J v. Acton, 115 S.Ct. 2386 (1995).

Safford Unified School Dist. No. 1 v. Redding, 129 S. Ct. 2633 (2009).

CROSS REF.:7:130 (Student Rights and Responsibilities), 7:150 (Agency and Police Interviews), 7:190 (Student Discipline)

ADOPTED:August 21, 2012

**Midstate Special Education Coop**



## **7:150 Agency and Police Interviews**

The policies and procedures of the individual member districts shall be followed.

CROSS REF.: 5:90 (Abused and Neglected Child Reporting), 7:130 (Student Rights and Responsibilities), 7:140 (Search and Seizure), 7:190 (Student Discipline)

ADOPTED: January 22, 2020

**Midstate Special Education Coop**

## **7:160 Student Appearance**

The policies and procedures of the individual member districts shall be followed.

LEGAL REF.:105 ILCS 5/10-22.25b.

Oleson by Oleson v. Board of Education, 676 F.Supp. 6 (N.D. Ill. 1987), *aff'd*, 851 F.2d 450 (7th Cir. 1988).

CROSS REF.:7:130 (Student Rights and Responsibilities), 7:165 (School Uniform), 7:190 (Student Discipline)

ADOPTED:December 20, 2017

**Midstate Special Education Coop**

## **7:170 Vandalism**

The Board will seek restitution from students and their parents/guardians for vandalism or other student acts that cause damage to school property.

CROSS REF.: 7:130 (Student Rights and Responsibilities), 7:190 (Student Discipline)

ADOPTED: January 22, 2020

**Midstate Special Education Coop**

## 7:180 Prevention of and Response to Bullying, Intimidation, and Harassment

Bullying, intimidation, and harassment diminish a student's ability to learn and a school's ability to educate. Preventing students from engaging in these disruptive behaviors and providing all students equal access to a safe, non-hostile learning environment are important Joint Agreement goals.

Bullying on the basis of actual or perceived race, color, national origin, military status, unfavorable discharge status from the military service, sex, sexual orientation, gender identity, gender-related identity or expression, ancestry, age, religion, physical or mental disability, order of protection status, status of being homeless, or actual or potential marital or parental status, including pregnancy, association with a person or group with one or more of the aforementioned actual or perceived characteristics, or any other distinguishing characteristic **is prohibited** in each of the following situations:

1. During any school-sponsored education program or activity.
2. While in school, on school property, on school buses or other school vehicles, at designated school bus stops waiting for the school bus, or at school-sponsored or school-sanctioned events or activities.
3. Through the transmission of information from a school computer, a school computer network, or other similar electronic school equipment.
4. Through the transmission of information from a computer that is accessed at a nonschool-related location, activity, function, or program or from the use of technology or an electronic device that is not owned, leased, or used by the School District or school if the bullying causes a substantial disruption to the educational process or orderly operation of a school. This paragraph (item #4) applies only when a school administrator or teacher receives a report that bullying through this means has occurred; it does not require staff members to monitor any nonschool-related activity, function, or program.

*Bullying* includes *cyberbullying* and means any severe or pervasive physical or verbal act or conduct, including communications made in writing or electronically, directed toward a student or students that has or can be reasonably predicted to have the effect of one or more of the following:

1. Placing the student or students in reasonable fear of harm to the student's or students' person or property;
2. Causing a substantially detrimental effect on the student's or students' physical or mental health;
3. Substantially interfering with the student's or students' academic performance; or
4. Substantially interfering with the student's or students' ability to participate in or benefit from the services, activities, or privileges provided by a school.

*Cyberbullying* means bullying through the use of technology or any electronic communication, including without limitation any transfer of signs, signals, writing, images, sounds, data, or intelligence of any nature transmitted in whole or in part by a wire, radio, electromagnetic system, photo-electronic system, or photo-optical system, including without limitation electronic mail, Internet communications, instant messages, or facsimile communications. *Cyberbullying* includes the creation of a webpage or weblog in which the creator assumes the identity of another person or the knowing impersonation of another person as the author of posted content or messages if the creation or impersonation creates any of the effects enumerated in the definition of *bullying*. *Cyberbullying* also includes the distribution by electronic means of a communication to more than one person or the posting of material on an electronic medium that may be accessed by one or more persons if the distribution or posting creates any of the effects enumerated in the definition of *bullying*.

*School personnel* means persons employed by, on contract with, or who volunteer in the Joint Agreement, including without limitation Joint Agreement administrators, teachers, school social workers, and school psychologists.

## Bullying Prevention and Response Plan

The Bullying Prevention and Response Plan of member districts will be followed. Member district students participating in Joint Agreement programs are encouraged to immediately report bullying occurring in the Joint Agreement program, either orally or in writing, to the Nondiscrimination Coordinator identified below, member district building administrator, a Complaint Manager identified below, or any Joint Agreement employee with whom the student is comfortable speaking. Anyone, including employees and parents/guardians, who has information about actual or threatened bullying is encouraged to report it to a member district administrator or the Joint Agreement Nondiscrimination Coordinator or one of its Complaint Managers. Anonymous reports are also accepted. The Nondiscrimination Coordinator and Complaint Managers identified in Policy 2:260 will also serve as the Nondiscrimination Coordinator and Complaint Managers for administration of this policy.

If requested by the member district administration, Joint Agreement employees will assist in an investigation into any alleged bullying occurring in a Joint Agreement program. A reprisal or retaliation against any person who reports an act of bullying **is prohibited**.

The Director or designee shall post this policy on the Joint Agreement's website, if any. The policy must be distributed annually to Joint Agreement employees (including new employees when hired).

### LEGAL REF.:

405 ILCS 49/, Children's Mental Health Act.

105 ILCS 5/10-20.14, 5/24-24, and 5/27-23.7.

23 Ill.Admin.Code §1.240 and §1.280.

CROSS REF.: 2:240 (Board Policy Development), 2:260 (Uniform Grievance Procedure), 4:170 (Safety), 5:230 (Maintaining Student Discipline), 6:60 (Curriculum Content), 6:65 (Student Social and Emotional Development), 6:235 (Access to Electronic Networks), 7:20 (Harassment of Students Prohibited), 7:185 (Teen Dating Violence Prohibited), 7:190 (Student Behavior), 7:220 (Bus Conduct), 7:230 (Misconduct by Students with Disabilities), 7:240 (Conduct Code for Participants in Extracurricular Activities), 7:285 (Food Allergy Management Program), 7:310 (Restrictions on Publications; Elementary Schools)

Adopted: March 21, 2018

**Midstate Special Education Coop**

## **7:185 Teen Dating Violence Prohibited**

The policies and procedures of the individual member districts shall be followed.

Incorporated

by Reference:7:180-AP1, (Prevention, Identification, Investigation, and Response to Bullying)

CROSS REF.: 2:240 (Board Policy Development), 5:100 (Staff Development Program), 5:230 (Maintaining Student Discipline), 6:60 (Curriculum Content), 6:65 (Student Social and Emotional Development), 7:20 (Harassment of Students Prohibited), 7:180 (Prevention of and Response to Bullying, Intimidation, and Harassment), 7:190 (Student Discipline), 7:220 (Bus Conduct), 7:230 (Misconduct by Students with Disabilities), 7:240 (Conduct Code for Participants in Extracurricular Activities)

ADOPTED: January 22, 2020

**Midstate Special Education Coop**

## **7:190 Student Behavior**

The policies and procedures of the individual member districts shall be followed: Member districts are encouraged to adopt the Mid-State Special Education Joint Agreement Policy and Procedures for Behavioral Interventions for Special Education Students Who Are Eligible for Special Education.

CROSS REF.: 5:230 (Maintaining Student Discipline), 6:110 (Programs for Students At Risk of Academic Failure and/or Dropping Out of School), 7:130 (Student Rights and Responsibilities), 7:140 (Search and Seizure), 7:150 (Agency and Police Interviews), 7:160 (Student Appearance), 7:170 (Vandalism), 7:180 (Prevention of and Response to Bullying, Intimidation, and Harassment), 7:200 (Suspension Procedures), 7:230 (Misconduct by Students with Disabilities), 8:30 (Conduct on School Property)

Adopted: September 16, 2020

**Midstate Special Education Coop**

## **7:190-E3 Exhibit - Memorandum of Understanding**

Memoranda of Understanding (MOUs) vary by community. MSSE operates programs in several of the Member District's Schools. Accordingly, for any MSSE student attending a program housed in a MSSE Member District, MSSE will follow and adhere to any Memorandum of Understanding entered into between the MSSE Member District and local law enforcement agency(ies).

To the extent any MSSE Member District student is attending a private school because such private school is the designated placement of the student pursuant to that student's Individualized Education Program (IEP), and such private school is located in the territory comprising a MSSE Member District, MSSE will follow and adhere to any Memorandum of Understanding entered into between the MSSE Member District where the private school is located and local law enforcement agency(ies). MSSE will inform and advise the private school of the need to comply with any such Memorandum of Understanding. The Director shall provide the private school with a copy of any Memorandum of Understanding, or any amendments, modifications or changes that may be made from time to time.

Incorporated

by reference:1:20 (Organization), 7:190 (Student Discipline), 7:200 (Suspension Procedures), 7:340 (Student Records)

LEGAL REF.:105 ILCS 5/10-20.14(b) and 5/22-20.

705 ILCS 405/1-7, 1-8(F), 1-8(G), and 5-905.

DATED:May 18, 2016

**Midstate Special Education Coop**



## **7:200 Suspension Procedures**

The policies and procedures of the individual member districts shall be followed.

LEGAL REF.:105 ILCS 5/10-22.6(b).

Goss v. Lopez, 95 S.Ct. 729 (1975).

Sieck v. Oak Park River-Forest High School, 807 F.Supp. 73 (N.D. Ill., E.D., 1992).

CROSS REF.:7:130 (Student Rights and Responsibilities), 7:190 (Student Discipline)

ADOPTED:October 15, 2014

**Midstate Special Education Coop**

## 7:230 Misconduct by Students with Disabilities

### Behavioral Interventions

Behavioral interventions shall be used with students with disabilities to promote and strengthen desirable behaviors and reduce identified inappropriate behaviors. The Special Education Director will establish and maintain a committee to develop, implement, and monitor procedures on the use of behavioral interventions for children with disabilities.

### Discipline of Special Education Students

The Joint Agreement shall comply with the Individuals With Disabilities Education Improvement Act of 2004 and the Illinois State Board of Education's *Special Education* rules when disciplining special education students. No special education student shall be expelled if the student's particular act of gross disobedience or misconduct is a manifestation of his or her disability.

LEGAL REF.: Individuals With Disabilities Education Improvement Act of 2004, 20 U.S.C. §§1412, 1413, and 1415.

Gun-Free Schools Act, 20 U.S.C. §7151 et seq.

34 C.F.R. §§300.101, 300.530 - 300.536.

105 ILCS 5/10-22.6 and 5/14-8.05.

23 Ill.Admin.Code §226.400.

Honig v. Doe, 108 S.Ct. 592 (1988).

CROSS REF.: 2:150 (Committees), 6:120 (Education of Children with Disabilities), 7:130 (Student Rights and Responsibilities), 7:190 (Student Discipline), 7:200 (Suspension Procedures), 7:220 (Bus Conduct)

ADOPTED: November 20, 2013

**Midstate Special Education Coop**

## 7:250 Student Support Services

The following student support services may be provided by the Joint Agreement:

1. Health services as determined by the IEP team.
2. Educational and psychological testing services and the services of a school psychologist as needed. In all cases, written permission to administer a psychological examination must be obtained from a student's parent(s)/guardian(s). The results will be given to the parent(s)/guardian(s), with interpretation, as well as to the appropriate professional staff.
3. The services of a school social worker. A student's parent/guardian must consent to regular or continuing services from a social worker.
4. Other services as needed including, but not limited to:
  - Occupational therapy
  - Physical therapy
  - Speech therapy
  - Assistive technology
  - Audiology
  - Vision and hearing

The Special Education Director or designee shall develop protocols for responding to students with social, emotional, or mental health needs that impact learning ability. The Joint Agreement, however, assumes no liability for preventing, identifying, or treating such needs.

This policy shall be implemented in a manner consistent with State and federal laws, including the Individuals with Disabilities Education Act, 42 U.S.C. §12101 et seq.

### LEGAL REF.:

405 ILCS 49/, Children's Mental Health Act of 2003.

740 ILCS 110/, Mental Health and Developmental Disabilities Confidentiality Act.

105 ILCS 5/10-20.58.

CROSS REF.: 6:65 (Student Social and Emotional Development), 7:100 (Health Examinations, Immunizations, and Exclusion of Students), 7:280 (Communicable and Chronic Infectious Diseases), 7:340 (Student Records)

Adopted: March 20, 2019

**Midstate Special Education Coop**

## **7:260 Exemption from Physical Education**

The Policies and procedures of the individual member districts will be followed.

Adopted: March 20, 2019

**Midstate Special Education Coop**

## **7:270 Administering Medicines to Students**

The policies and procedures of the individual member districts shall be followed.

CROSS REF.: 7:285 (Food Allergy Management)

ADOPTED: January 22, 2020

**Midstate Special Education Coop**

## **7:275 Orders to Forgo Life-Sustaining Treatment**

The policies and procedures for the individual member districts shall be followed.

LEGAL REF.:Health Care Surrogate Act, 755 ILCS 40/.

Cruzan v. Director, Missouri Dept. of Health, 497 U.S. 261 (1990).

In re: C.A., a minor, 603 N.E.2d 1171 (Ill.App.1, 1992).

ADOPTED:December 20, 2017

**Midstate Special Education Coop**

## **7:280 Communicable and Chronic Infectious Disease**

The policies and procedures of the individual member districts shall be followed.

LEGAL REF.:105 ILCS 5/10-21.11.

410 ILCS 315/2a.

23 Ill.Admin.Code §§ 1.610 and 226.300.

77 Ill.Admin.Code Part 690.

Individuals With Disabilities Education Act, 20 U.S.C. §1400 et seq.

Rehabilitation Act, Section 504, 29 U.S.C. §794(a).

ADOPTED:September 21, 2016

**Midstate Special Education Coop**

## **7:285 Food Allergy Management Program**

The policies and procedures of the individual member districts shall be followed.

LEGAL REF.:

105 ILCS 5/2-3.149 and 5/10-22.39.

*Guidelines for Managing Life-Threatening Food Allergies in Schools (Guidelines)*, jointly published by the State Board of Education and Ill. Dept. of Public Health.

CROSS REF.:4:110 (Transportation), 4:120 (Food Services), 4:170 (Safety), 5:100 (Staff Development Program), 6:120 (Education of Children with Disabilities), 6:240 (Field Trips), 7:250 (Student Support Services), 7:270 (Administering Medicines to Students), 8:100, (Relations with Other Organizations and Agencies)

ADOPTED:September 21, 2016

**Midstate Special Education Coop**



## 7:290 Suicide and Depression Awareness and Prevention

Youth suicide impacts the safety of the school environment. It also affects the school community, diminishing the ability of surviving students to learn and the school's ability to educate. Suicide and depression awareness and prevention are important Board goals.

### Suicide and Depression Awareness and Prevention Program

The Director or designee shall develop, implement, and maintain a suicide and depression awareness and prevention program (Program) that advances the Board's goals of increasing awareness and prevention of depression and suicide. This program must be consistent with the requirements of Ann Marie's Law listed below; each listed requirement, 1-6, corresponds with the list of required policy components in the School Code Section 5/2-3.166(c)(2)-(7). The Program shall include:

1. Protocols for administering youth suicide awareness and prevention education to students and staff.
  - a. For students, implementation will incorporate Board policy 6:60, *Curriculum Content*, which implements 105 ILCS 5.2-3.139 and 105 ILCS 5/27-7 (requiring education for students to develop a sound mind and a healthy body).
  - b. For staff, implementation will incorporate Board policy 5:100, *Staff Development Program*, and teacher's institutes under 105 ILCS 5/3-14.8 (requiring coverage of the warning signs of suicidal behavior).
2. Procedures for methods of suicide prevention with the goal of early identification and referral of students possibly at risk of suicide. Implementation will incorporate:
  - a. The training required by 105 ILCS 5/10-22.39 for licensed school personnel and administrators who work with students to identify the warning signs of suicidal behavior in youth along with appropriate intervention and referral techniques, including methods of prevention, procedures for early identification, and referral of students at risk of suicide; and
  - b. Ill. State Board of Education (ISBE)-recommended guidelines and educational materials for staff training and professional development, along with ISBE-recommended resources for students containing age-appropriate educational materials on youth suicide and awareness, if available pursuant to *Ann Marie's Law* on ISBE's website.
3. Methods of intervention, including procedures that address an emotional or mental health safety plan for use during the school day and at school-sponsored events for a student identified as being at increased risk of suicide. Implementation will incorporate paragraph number 2, above, along with:
  - a. Board policy 6:65, *Student Social and Emotional Development*, implementing the goals and benchmarks of the Ill. Learning Standards and 405 ILCS 49/15(b) (requiring student social and emotional development in the Cooperative's educational program);
  - b. Board policy 6:270, *Guidance and Counseling Program*, implementing guidance and counseling program(s) for students, and 105 ILCS 5/10-22.24a and 22.24b, which allow a qualified guidance specialist or any licensed staff member to provide school counseling services.
  - c. Board policy 7:250, *Student Support Services*, implementing the Children's Mental Health Act of 2003, 405 ILCS 49/ (requiring protocols for responding to students with social, emotional, or mental health issues that impact learning ability); and
  - d. State and/or federal resources that address emotional or mental health safety plans for students who are at a potentially increased risk for suicide, if available on the ISBE's

website pursuant to Ann Marie's Law.

4. Methods of responding to a student or staff suicide or suicide attempt. Implementation of this requirement shall incorporate building-level Student Support Committee(s) established through Board policy 7:250, *Student Support Services*.
5. Reporting procedures. Implementation of this requirement shall incorporate Board policy 6:270, *Guidance and Counseling Program*, and Board policy 7:250, *Student Support Services*, in addition to other State and/or federal resources that address reporting procedures.
6. A process to incorporate ISBE-recommended resources on youth suicide awareness and prevention programs, including current contact information for such programs in the Cooperative's Suicide and Depression Awareness and Prevention Program.

#### Illinois Suicide Prevention Strategic Planning Committee

The Director or designee shall attempt to develop a relationship between the Cooperative and the Illinois Suicide Prevention Strategic Planning Committee, the Illinois Suicide Prevention Coalition Alliance, and/or a community mental health agency. The purpose of the relationship is to discuss how to incorporate the goals and objectives of the Illinois Suicide Prevention Strategic Plan into the Cooperative's Suicide Prevention and Depression Awareness Program.

#### Monitoring

The Board will review and update this policy pursuant to Ann Marie's Law and Board policy 2:240, *Board Policy Development*.

#### Information to Staff, Parents/Guardians, and Students

The Director shall inform each school district employee about this policy and ensure its posting on the Cooperative's website. The Director or designee shall provide a copy of this policy to the parent or legal guardian of each student enrolled in the Cooperative.

#### Implementation

This policy shall be implemented in a manner consistent with State and federal laws, including the Children's Mental Health Act of 2003, 405 ILCS 49/, Mental Health and Developmental Disabilities Confidentiality Act, 740 ILCS 110/, and the Individuals with Disabilities Education Act, 42 U.S.C. §12101 et seq.

The Cooperative, Board, and its staff are protected from liability by the Local Governmental and Governmental Employees Tort Immunity Act. Services provided pursuant to this policy: (1) do not replace the care of a physician licensed to practice medicine in all of its branches or a licensed medical practitioner or professional trained in suicide prevention, assessments and counseling services, (2) are strictly limited to the available resources within the Cooperative, (3) do not extend beyond the school day and/or school-sponsored events, and (4) cannot guarantee or ensure the safety of a student or the student body.

#### LEGAL REF.:

105 ILCS 5/2-3.166, 5/14-1.01 et seq., 5/14-7.02, and 5/14-7.02b.

745 ILCS 10/.

CROSS REF.: 2:240 (Board Policy Development), 5:100 (Staff Development Program), 6:60 (Curriculum Content), 6:65 (Student Social and Emotional Development), 6:120 (Education of Children with Disabilities), 7:180 (Prevention of and Response to Bullying, Intimidation, and Harassment), 7:250 (Student Support Services)

Adopted: March 20, 2019

## **Midstate Special Education Coop**

## 7:340 Student Records

Official student records are the property of the individual member district. The policies and procedures of the individual member districts shall be followed. To the extent employees of Mid-State create, use, access, store, or possess education records, the following requirements shall apply.

School student records are confidential. Information from them shall not be released other than as provided by law. A school student record is any writing or other recorded information concerning a student and by which a student may be identified individually that is maintained by a school or at its direction by a school employee, regardless of how or where the information is stored, except as provided in State or Federal law as summarized below:

1. Records kept in staff member's sole possession.
2. Records maintained by law enforcement officers working in the school.
3. Video and other electronic recordings (including without limitation, electronic recordings made on school buses that are created in part for law enforcement, security, or safety reasons or purposes. The content of these recordings may become part of a school student record to the extent school officials create, use, and maintain this content, or it becomes available to them by law enforcement officials, for disciplinary or special education purposes regarding a particular student.
4. Any information, either written or oral, received from law enforcement officials concerning a student less than the age of 17 years who has been arrested or taken into custody.

State and federal law grants students and parents/guardians certain rights, including the right to inspect, copy, and challenge school student records. The information contained in school student records shall be kept current, accurate, clear, and relevant. All information maintained concerning a student receiving special education services shall be directly related to the provision of services to that child. The Cooperative Member District may release directory information as permitted by law, but a parent/guardian shall have the right to opt-out of the release of directory information regarding his or her child. However, the Cooperative Member District will comply with an ex parte court order requiring it to permit the U.S. Attorney General or designee to have access to a student's school records without notice to, or the consent of, the student's parent/guardian. Upon request, the Cooperative Member District discloses school student records without parent consent to the official records custodian of another school in which a student has enrolled or intends to enroll, as well as to any other person as specifically required or permitted by State or Federal law.

Each member district Superintendent shall fully implement this policy and designate an official records custodian for each school who shall maintain and protect the confidentiality of school student records, inform staff members of this policy, and inform students and their parents/guardians of their rights regarding school student records.

CROSS REF.: 7:15 (Student and Family Privacy Rights)

Adopted: September 16, 2020

**SECTION 8 - COMMUNITY RELATIONS**

**Midstate Special Education Coop**

## **8:10 Public Relations/Media Inquiries**

Mid-State Special Education Joint Agreement will generally provide a response to media inquiries within 24 hours of receipt. Individuals designated to speak on the organization's behalf are the Director, Assistant Directors, and Mid-State Executive Committee President and/or Vice-President. No one other than these individuals (with the exceptions noted below) should represent Mid-State Special Education Joint Agreement's position to the media.

### Exceptions

When inquiries require a detailed technical explanation, a spokesperson may be designated to address a particular issue. That spokesperson will usually be a director, assistant director, legal counsel, or outside expert who is qualified to speak on Mid-State Special Education Joint Agreement's behalf on the issue in question

### Procedure

All medial inquiries, whether verbal or written, are to be directed to the Director or specified spokesperson, which will evaluate the request and answer or direct it to the appropriate spokesperson.

All press releases will be issued as deemed necessary and relevant by the Director or specified spokesperson. The Director or Assistant Director will approve all press releases prior to distribution. In addition, the individual quoted will approve press releases that include quotes. All inquiries should be directed to the Director or Assistant Director.

Staff will follow the procedures of school District(s) in which he/she works as it pertains to regular new releases concerning classroom activities and district programs.

Adopted: June 17, 2020

**Midstate Special Education Coop**

## **8:30 Conduct on School Property**

The policies and procedures of the individual member districts shall be followed.

CROSS REF.: 5:50 (Drug- and Alcohol-Free Workplace; E-Cigarette, Tobacco, and Cannabis Prohibition), 6:250 (Community Resource Persons and Volunteers), 7:190 (Student Discipline), 7:270 (Administering Medicines to Students), 8:50 (Visitors to the Schools)

ADOPTED: January 22, 2020

Adopted: January 22, 2020

**Midstate Special Education Coop**

## 8:70 Accommodating Individuals with Disabilities

Individuals with disabilities shall be provided an opportunity to participate in all school-sponsored services, programs, or activities on an equal basis and will not be subject to illegal discrimination. Where necessary, the Joint Agreement may provide to persons with disabilities separate or different aids, benefits, or services from, but as effective as, those provided to others.

The Joint Agreement will provide auxiliary aids and services where necessary to afford individuals with disabilities equal opportunity to participate in or enjoy the benefits of a service, program, or activity.

Each service, program, website, or activity operated in existing facilities shall be readily accessible to, and useable by, individuals with disabilities. New construction and alterations to facilities existing before January 26, 1992, will be accessible when viewed in their entirety.

The Special Education Director is designated the Americans With Disabilities Act, Title II Coordinator and, in that capacity, is directed to:

1. Oversee the Joint Agreement's compliance efforts, recommend necessary modifications to the Executive Committee, and maintain the Joint Agreement's final Title II self-evaluation document, update it to the extent necessary, and keep it available for public inspection for at least three years after its completion date.
2. Institute plans to make information regarding Title II's protection available to any interested party.

Individuals with disabilities should notify the Special Education Director if they have a disability which will require special assistance or services and, if so, what services are required. This notification should occur as far as possible before the Joint Agreement-sponsored function, program, or meeting.

LEGAL REF.:Americans with Disabilities Act, 42 U.S.C. §§12101 et seq. and 12131et seq.; 28 C.F.R. Part 35.

Rehabilitation Act of 1973 §104, 29 U.S.C. §794 (2006).

105 ILCS 5/10-20.51.

410 ILCS 25/, Environmental Barriers Act.

71 Ill.Admin.Code Part 400, Illinois Accessibility Code.

CROSS REF.:2:260 (Uniform Grievance Procedure)

ADOPTED:December 20, 2017

**Midstate Special Education Coop**



## 8:80 Gifts to the Cooperative

The School Board appreciates gifts from any education foundation, other entities, or individuals. All gifts must adhere to each of the following:

1. Be accepted by the Board or, if less than \$500.00 in value, the Director or designee. Individuals should obtain a pre-acceptance commitment before identifying the Cooperative, any school, or school program or activity as a beneficiary in any fundraising attempt, including without limitation, any Internet fundraising attempt.
2. Be given without a stated purpose or with a purpose deemed by the party with authority to accept the gift to be compatible with the Board's educational objectives and policies.
3. Be consistent with the Cooperative's mandate to provide equal educational and extracurricular opportunities to all students in the Cooperative as provided in Board policy 7:10, *Equal Educational Opportunities*. State and federal laws require the Cooperative to provide equal treatment for members of both sexes to educational programming, extracurricular activities, and athletics. This includes the distribution of athletic benefits and opportunities.
4. Permit the Cooperative to maintain resource equity among its learning centers.
5. Be viewpoint neutral. The Director or designee shall manage a process for the review and approval of donations involving the incorporation of messages into or placing messages upon school property.
6. Comply with all laws applicable to the Cooperative including, without limitation, the Americans with Disabilities Act, the Prevailing Wage Act, the Health/Life Safety Code for Public Schools, and all applicable procurement and bidding requirements.

The Cooperative will provide equal treatment to all individuals and entities seeking to donate money or a gift. Upon acceptance, all gifts become the Cooperative's property. The acceptance of a gift is not an endorsement by the Board, Cooperative, or school of any product, service, activity, or program. The method of recognition is determined by the party accepting the gift.

CROSS REF.: 4:60 (Purchases and Contracts), 4:150 (Facility Management and Building Programs), 6:10 (Educational Philosophy and Objectives), 6:210 (Instructional Materials), 7:10 (Equal Educational Opportunities)

Adopted: June 17, 2020

**Midstate Special Education Coop**

## **8:95 Parental Involvement**

In order to assure collaborative relationships between students' families and the Governing Board and Joint Agreement personnel, and to enable parent(s)/guardian(s) to become active partners in education, the Special Education Director shall develop administrative procedures to:

1. Keep parent(s)/guardian(s) thoroughly informed about their child's school and education.
2. Encourage involvement in their child's school and education and IEP team.
3. Establish effective two-way communication between all families and the school's personnel providing special services.
4. Seek input from parent(s)/guardian(s) on significant school-related issues.
5. Inform parents/guardians on how they can assist their children's learning.

The Special Education Director shall periodically report to the Board on the implementation of this policy.

CROSS REF.: 6:250 (Community Resource Persons and Volunteers)

ADOPTED: January 22, 2020

**Midstate Special Education Coop**

## **8:110 Public Suggestions and Concerns**

The Governing Board and Executive Committee are interested in receiving valid concerns and suggestions. Community members who e-mail the District or any District employee or board member are expected to abide by the standards in Board policy 6:235, *Access to Electronic Networks*, and should, to the extent possible, limit their communications to relevant individuals. Public concerns or suggestions shall be referred to the appropriate level staff member or administrator. Each concern or suggestion shall be considered on its merits.

An individual who is not satisfied may file a grievance under Board policy 2:260, *Uniform Grievance Procedure*. The Board encourages, but does not require, individuals to follow the channels of authority prior to filing a grievance. Neither this policy nor the *Uniform Grievance Procedure* create an independent right to a hearing before the Board.

CROSS REF.: 2:140 (Communications To and From the Board), 2:260 (Uniform Grievance Procedure), 3:30 (Line and Staff Relations), 6:235 (Access to Electronic Networks), 6:260 (Complaints About Curriculum, Instructional Materials and Programs)

Adopted: June 17, 2020

**Midstate Special Education Coop**

