



MID-STATE SPECIAL EDUCATION

Employee Handbook

2024-25

*Policies have been summarized and/or shortened for the purpose of this handbook. Please see the original Board Policy in question on the MSSE Website for the complete policy.

Employment Status

Professional Personnel Qualifications (5:190*) and Support Staff Duties & Qualifications (5:280*)

Professional Personnel Qualifications

Professional Personnel, refers to a Joint Agreement employee who is required to be licensed under State law and includes teachers, pupil personnel staff, therapists, and administrators. The following qualifications apply:

1. Each professional personnel 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 on or before September 1 of each year.
 - c. 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 personnel 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 personnel.

Support Staff Duties & 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 Ill. 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

Nonlicensed Personnel Working with Students and Performing Non-Instructional Duties

Nonlicensed 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 for school activities connected to the academic program during any time in which the Governor has declared a disaster due to a public health emergency, in accordance with ISBE rule; or 3. For non-teaching duties not requiring instructional judgment or student evaluation. Nothing in this policy prevents a

nonlicensed person from serving as a guest lecturer or resource person under a certificated teacher's direction and with the administration's approval.

Reporting Absences & Attendance

To maintain a productive work environment, the Joint Agreement expects employees to be reliable and to be punctual in reporting for scheduled work. Absenteeism and tardiness place a burden on other employees, on the Joint Agreement, and/or the Member Districts. In the rare instances when employees cannot avoid being late to work or are unable to work as scheduled, they are required to notify their District(s) and MSSE Supervisor and/or Secretary as soon as possible before they are scheduled to work.

Poor attendance and excessive tardiness are disruptive. Either may lead to disciplinary action, up to and including discharge. An absence of three working days without reporting will be considered a voluntary resignation. Absences of three or more consecutive days for personal illness or 30 days for birth require a note from a physician releasing the employee to return to work.

Attendance is reported following the close of each month for licensed exempt employees using the TRS Work Calendar and via timesheet/clock-in and not for all non-exempt employees. All employees are to record absences within the SDS system in a timely manner.

Employment Record/Employee Status Changes

Any changes in name, address, phone numbers, marital status, and persons to be contacted in case of an emergency must be submitted to the MSSE office as soon as possible in order to keep employment records current.

Evaluation (5:200 Professional Personnel and 5:320 Support Staff)

Professional Personnel

The Joint Agreements evaluation system will be conducted under the plan developed pursuant to State law. Refer to the "Mid-State Special Education Evaluation Plan for Licensed Personnel."

Support Staff

The Special Education Director is responsible for designing and implementing a program for evaluating the job performance of each professional personnel and 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.

Resignations and Retirement (*5:210 Professional Personnel and 5:290 Support Staff)

Professional Personnel

Teachers may resign at any time with consent of the Executive Committee. 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. A teacher may resign outside of a school term if the teacher provides written notice to the Special Education Director, at least 30 calendar days prior to the first student attendance day of the following school year. Teachers who resign with less than 30 days' notice prior to the first student attendance day of the following school term will be deemed to have resigned during the school term.

Probationary teachers and licensed employees may resign during their contract period only with the Executive Committee's consent.

Retirement Incentive

This incentive is available for certain professional staff members retiring under the Illinois Teacher Retirement System, including Assistant Directors, Program Coordinators, Itinerant Teachers, Transition Specialist, Psychologist, Social Workers, as provided for below.

1. During the term hereof, eligible employees may elect to participate in the Retirement Bonus Plan (the "Plan). Under the Plan, "eligible employees" shall mean employees who:

- Are eligible to receive non-discounted retirement funds from TRS without penalty or accelerated payment (as defined by then-current TRS rules).
- Have at least 15 years of employment with Mid-State Special Education at the time a letter of intent to retire is submitted.
- Have submitted an irrevocable letter of resignation for retirement to the Director on or before January 1 of the year in which the plan will commence. In addition, the employee shall provide proof from TRS that he/she has applied and been accepted for an annuity under the TRS rules

2. Eligible employees may elect a one, two, three, or four-year retirement incentive program under the Plan. Election shall be made by submitting an irrevocable letter of resignation for retirement to the Director identifying the fiscal year in which the Plan shall commence (which may not include the current fiscal year and shall not exceed four consecutive years) and identifying the effective date of resignation. The employee shall be removed from the salary schedule and the Retirement Bonus shall equal the difference between the participant's base compensation during the Plan year and 104% of the previous year's base compensation. Base compensation is defined as the salary amount prior to the addition of the payment to TRS. For the second, third and fourth years of the Plan, the previous year's base compensation shall include the Retirement Bonus paid during such previous year. and regulations.

In addition, the irrevocable letter of resignation for retirement must include, as consideration for participation in the earnings increase under this Policy, that if any law is enacted or not re-enacted that results in a greater cost to the Board of an employee to retire (including costs imposed by legislatively enacted or not re-enacted early retirement program), then the provisions related to the retirement plan shall be suspended such that the Board's cost is not greater than anticipated at the time of accepting the employee's participation in the retirement plan. The irrevocable letter of resignation for retirement must also include, as consideration for participation in the earnings increase under this Policy, that when an employee is five (5) or less years from eligibility for a TRS annuity, the employee's nonexempt creditable TRS earnings from employment in the District, irrespective of form and no matter how arising, shall not exceed an increase of more than six percent (6%) from year to year, no matter how arising.

Compliance with the Fair Labor Standards Act (*5:35)

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 preapproval 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.

Employment Termination and Suspensions (*5:200 & *5:240 Professional Personnel and *5:290 Support Staff)

Professional Personnel

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 individual employment contract or 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.

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. Bachelor's degree level teachers and specialists will receive a \$500.00 increase to base salary per 8 hours of coursework completion toward a master's degree relevant to service to the cooperative if approved by the Director. Determination and adjustment will be made annually based upon unofficial transcripts submitted by August 30th each year. At no time will the increase exceed more than 6% from year to year when an employee is 5 years

or less from eligibility for a TRS annuity. 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, except as otherwise provided by law, 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.

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.

Support Staff

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.

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 whetherto:

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.

Compensation Policies



Employment Year, Schedules, Assignments & Meal Breaks (*5:200 Professional Personnel and *5:300 Support Staff)

Professional Personnel

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.

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. The Joint Agreement accommodates employees who are nursing mothers according to State and federal law.

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 need and best interests, employee qualifications, and employee desires.

Support Staff

The Special Education Director or designee shall supervise a process for setting work schedules and an employment year for non-exempt employees in accordance with State and federal law, and Board policy.

An employee who works at least 7.5 continuous hours shall receive an unpaid 30-minute duty-free meal break that begins within the first five hours of the employee's workday. The Joint Agreement accommodates employees who are nursing mothers according to State and federal law.

Payroll Period, Pay Day Schedule, Direct Deposit, Accurate Reporting of Time

All exempt employees are paid on the 1st of each month (12 pay dates per year). All non-exempt employees are paid semi-monthly (24 pay dates per year) on 1st and the 15th with each pay summary including earnings for all work performed through the end of the previous payroll period (8th and 23rd of each month). For both exempt and non-exempt employees, if the pay date occurs on a weekend or bank holiday, the pay date will be the first business day following.

The Joint Agreement provides direct deposit for all employees to simplify payroll processing. Employee's payroll earnings will be deposited directly into their checking or savings account as designated on the payroll deduction authorization form and acknowledged on the payroll record. Please note that the Joint Agreement deposits payroll earnings to our main bank, which is subsequently deposited to employees' individual banks based on the schedule for posting at each local banking facility.

Accurately recording time worked is the responsibility of every non-exempt employee. Time worked is all the time actually spent on the job performing assigned duties. Altering, falsifying, tampering with time records, or recording time on another employee's time record may result in disciplinary action up to and including discharge. Both the administrator/supervisor and the employee can be held responsible for any of these dishonest actions, which may result in criminal prosecution. All non-exempt employees shall ensure accurate reporting of hours worked and shall sign the completed time record after review.

Expenses (*5:60)

Effective July 1, 2021, Joint Agreement Employees assigned to one member district will follow the district procedures related to approval for and reimbursement of expenses including materials, mileage, and professional development in order to maximize district grant funds.

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.

BENEFITS

Teachers Retirement System (TRS)

All licensed, professional employees must participate in TRS. In addition to the required Board contribution, the Board makes the member contribution up to 9.4% of TRS as well as the full THIS contribution. Policy 5:120 provides for a retirement incentive for Professional Personnel if certain requirements are met.

Illinois Municipal Retirement Fund

Non-exempt employees who are expected to work 600 or more hours per year must contribute to the Illinois Municipal Retirement Fund ("IMRF"). These employees are considered participating members of the IMRF and will have the appropriate deductions made from their salary. The Joint Agreement will contribute the amount designated by the IMRF in the name of the employee. Employees who are expected to work less than 600 hours per year are considered nonparticipating members of the Fund.

Sick Leave (5:250) Professional Personnel

Any day an employee is not in attendance in-person during a day when school is in session is required to use either a sick or personal day to document their absence unless otherwise approved by the board or director in an emergency situation. Remote work is permitted only when the district is closed due to emergency situations, as determined by the Superintendent.

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, mental or behavioral health complications, quarantine at home, serious illness or death in the immediate family or household, or birth, adoption, placement for adoption, or the acceptance of a child in need of foster care.

As a condition for paying sick leave after three days absence for personal illness or as the Board or Special Education Director deem necessary in other cases, the Board or Special Education Director may require that the staff member provide a certificate from: (1) a physician licensed in Illinois to practice medicine and surgery in all its branches, (2) a mental health professional licensed in Illinois providing ongoing care or treatment to the staff member, (3) a chiropractic physician licensed under the Medical Practice Act, (4) a licensed advanced practice registered nurse, (5) a licensed physician assistant who has been delegated the authority to perform health examinations by his or her supervising physician, or (6) if the treatment is by prayer or spiritual means, a spiritual adviser or practitioner of the employee's faith. If the Board or Special Education Director requires a certificate during a leave of less than three days for personal illness, the Joint Agreement shall pay the expenses incurred by the employee.

Staff members are entitled to use up to 30 days of paid sick leave because of the birth of a child that is not dependent on the need to recover from childbirth. Such days may be used at any time within the 12-month period following the birth of the child. Intervening periods of nonworking days or school not being in session, such as breaks and holidays, do not count towards the 30 working school days. As a condition of paying sick leave beyond the 30 working school days, the Board or Special Education Director may require medical certification.

For purposes of adoption, placement for adoption, or acceptance of a child in need of foster care, paid sick leave may be used for reasons related to the formal adoption or the formal foster care process prior to taking custody of the child or accepting the child in need of foster care, and for taking custody of the child or accepting the child in need of foster care. Such leave is limited to 30 days, unless a longer leave is provided in an applicable collective bargaining agreement, and need not be used consecutively once the formal adoption or foster care process is underway. The Board or Special Education Director may require that the employee provide evidence that the formal adoption or foster care process is underway.

Sick leave may be taken in a minimum of one-hour increments.

Sick Days 5:330 Educational Support Personnel

Any day not in attendance in person on days when the office is open and is required to be recorded as either a sick, personal, or vacation day unless otherwise approved by the board or by the director in an emergency situation. Remote work is permitted only when the office is closed due to emergency situations, as determined by the Director.

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, mental or behavioral complications, quarantine at home, serious illness or death in the immediate family or household, or birth, adoption, placement for adoption, or the acceptance of a child in need of foster care.

Part-time employees will receive sick leave pay equivalent to their regular workday. This policy is the Joint Agreement's written plan allowing eligible employees to convert eligible accumulated sick leave to service credit upon a Joint Agreement employee's retirement under the Ill. Municipal Retirement Fund.

Sick leave may be taken in a minimum of one-hour increments.

As a condition for paying sick leave after three days absence for personal illness or as the Board or Special Education Director deem necessary in other cases, the Board or Special Education Director may require that the staff member provide a certificate from: (1) a physician licensed in Illinois to practice medicine and surgery in all its branches, (2) a mental health professional licensed in Illinois providing ongoing care or treatment to the staff member, (3) a chiropractic physician licensed under the Medical Practice Act, (4) a licensed advanced practice registered nurse, (5) a licensed physician assistant who has been delegated the authority to perform health examinations by his or her supervising physician, or (6) if the treatment is by prayer or spiritual means, a

spiritual adviser or practitioner of the employee's faith. If the Board or Special Education Director requires a certificate during a leave of less than three days for personal illness, the Joint Agreement shall pay the expenses incurred by the employee.

Employees are entitled to use up to 30 days of paid sick leave because of the birth of a child that is not dependent on the need to recover from childbirth. Such days may be used at any time within the 12-month period following the birth of the child. Intervening periods of nonworking days or school not being in session, such as breaks and holidays, do not count towards the 30 working school days. As a condition of paying sick leave beyond the 30 working school days, the Board or the Director may require medical certification.

For purposes of adoption, placement for adoption, or acceptance of a child in need of foster care, paid sick leave may be used for reasons related to the formal adoption or the formal foster care process prior to taking custody of the child or accepting the child in need of foster care, and for taking custody of the child or accepting the child in need to foster care. Such leave is limited to 30 days, unless a longer leave is provided in an applicable collective bargaining agreement, and need not be used consecutively once the formal adoption or foster care process is underway. The Board or Special Education Director may require that the employee provide evidence that the formal adoption or foster care process is underway.

Family Bereavement Leave (*5:250 Professional Personnel and *5:330 Support Staff)

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 family bereavement leave. The purpose, requirements, scheduling, and all other terms of the leave are governed by the Family Bereavement Leave Act. Eligible employees may use family bereavement leave, without any adverse employment action, for: (1) attendance by the bereaved staff member at the funeral or alternative to a funeral of a covered family member, which includes an employee's child, stepchild, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent (2) making arrangements necessitated by the death of the covered family member, (3) grieving the death of the covered family member, or (4) absence from work due to a Significant Event, which includes: (i) miscarriage, (ii) an unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure, (iii) a failed adoption match or an adoption that is not finalized because it is contested by another party, (iv) a failed surrogacy agreement, (v) a diagnosis that negatively impacts pregnancy or fertility, or (vi) a still birth. An employee qualifying for leave due to a Significant Event will not be required to identify which specific reason applies to the employee's request. The leave must be completed within 60 days after the date on which the employee received notice of the death of the covered family member or the date on which an event under item (4) above occurs. However, in the event of the death of more than one covered family member 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 Family Bereavement Leave Act. This policy does not create any right for an employee to take family bereavement leave that is inconsistent with the Family Bereavement Leave Act.

Personal Leave 5:250 Professional Personnel and Support Staff

All full-time employees are granted three personal leave days per fiscal year. Any unused days will rollover into sick days the following fiscal year. Part-time employees will receive pro-rated personal leave.

Any day an employee is not in attendance in-person during a day when school is in session is required to use either a sick or personal day to document their absence unless otherwise approved by the board or director in an emergency situation. Remote work is permitted only when the district is closed due to emergency situations, as determined by the district Superintendent.

Child-Rearing Leave

The Executive Committee shall consider a professional staff member's request for a non-paid, childrearing 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 Designee shall develop administrative procedures implementing this policy consistent with the School Visitation Rights Act.

Leaves to Serve as an Officer, Trustee, or Representative of a Specific Organization

Upon request, the Executive Committee will grant: (1) an unpaid leave of absence to an elected officer of a State or national teacher organization that represents teachers in collective bargaining negotiations, (2) up to twenty days of paid leave of absence per year to a trustee of the Teachers' Retirement System in accordance with 105 ILCS 5/24-6.3, (3) a paid leave of absence for the local association president of a State teacher association that is an exclusive bargaining agent in the Joint Agreement, or his or her designee, to attend meetings, workshops, or seminars as described in 105 ILCS 5/24-6.2, and (4) up to 10 days of paid leave per school term for teachers elected to represent a statewide teacher association in federal advocacy work in accordance with 105 ILCS 5/24-3.5.

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 Agreement, 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.

Compensatory Time-Off (*5:310 Support Staff)

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 provided such requests do not unduly disrupt the Cooperative'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.

Vacation (5:330 Support Staff)

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 for non-exempt employees which includes requesting day(s) in advance to plan for continued operations. Vacation days earned are to be used within the year of the employee's anniversary. Employees resigning or whose employment is terminated are entitled to the monetary equivalent of all earned vacation.

Holidays 5:330 Support Staff

All MSSE Office staff will follow the school year calendar as determined by the Special Education Director. This includes federal holidays and up to 10 floating holidays per year. A holiday will not cause a deduction from an employee's time or compensation. The Joint Agreement may require educational support personnel to work on a legal

school holiday during an emergency or for the continued operation and maintenance of facilities or property. In such case, an employee may reserve the floating holiday for future use, per the director's approval.

Religious Holidays (5:70)

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.

Court Duty (5:80)

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.

Witness Duty

The Joint Agreement will pay full salary during the time an employee is absent due to a subpoena to serve as a witness in a trial or have a deposition taken in any school-related matter pending in court.

Jury Duty

The Joint Agreement will pay full salary during the time an employee is absent due to jury duty

Family and Medical Leave (*5:185)

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, provided such leave is available for use in accordance with Board policies and rules. In addition, 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.

After FMLA and paid days are exhausted, the employee must then request an unpaid leave of absence, pending board approval. 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 1,000 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.

Certification

Within 15 calendar days after the Director 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.

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.

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.

Returning 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.

Leave Of Absence Without Pay *5:250 Professional Personnel

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.

Any day not in attendance in-person on days when the office is open is required to be recorded as either a sick, personal, day unless otherwise approved by the board or by the director in an emergency situation. Remote work is permitted only when the office is closed due to emergency situations, as determined by the Superintendent.

Leave of Absence without Pay (5:330) Support Staff

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.

Any day not in attendance in-person on days when the office is open is required to be recorded as either a sick, personal, or vacation day unless otherwise approved by the board or by the director in an emergency situation. Remote work is permitted only when the office is closed due to emergency situations, as determined by the director.

Leaves for Victims of Domestic Violence, Sexual Violence, or Gender Violence (5:250 Professional personnel and 5:330 Support Staff)

An unpaid leave from work is available to any staff member who: (1) is a victim of domestic violence, sexual violence, gender violence, or any other crime of 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, gender violence, or any other crime of 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.).

Uniformed Services Employment and Reemployment Rights Act (USERRA)

Any employee whose absence from employment is necessitated by reason of service in the uniformed services will be granted an unpaid leave of absence and will have the right to be reemployed if he or she:

- Ensures that the District receives advance written or verbal notice of his or her service;
- Has five years or less of cumulative service in the uniformed services while with the District;
- Returns to work or applies for reemployment in a timely manner after conclusion of service; and
- Has not been separated from service with a disqualifying discharge or under other than honorable conditions.

Upon the expiration of such leave of absence, each employee will be restored to his/her former job classification or to a position of like seniority, status and pay; unless, circumstances of the District have so changed as to make it impossible or unreasonable to do so.

Health Insurance

The Joint Agreement provides a group health insurance plan for all eligible employees. The Joint Agreement pays a portion of health insurance premiums for each eligible full-time employee, based upon the employee full-time equivalency. Employees may purchase dependent coverage at an additional cost. For more information, employees should contact the business office or see official plan documents for complete details.

Life Insurance

The Joint Agreement provides \$10,000 Life Insurance for eligible employees. For more information, employees should contact the business office or see official plan documents for complete details.

Dental and Vision Insurance

MSSE provides access to a group dental insurance plan and vision plan for all eligible employees. Employees may elect coverage during Open Enrollment. For more information, employees should contact the business office or see official plan documents for complete details.

Ancillary Insurance Coverage

Employees interested in disability, cancer, or intensive care insurance may purchase products utilizing the payroll deduction program. MSSE offers this as an administrative service only to the employee. Inquiries relating to any ancillary insurance should be directed to the insurance agent. MSSE makes no representations with respect to any ancillary insurance coverage and any administrative assistance provided shall not be construed as endorsing such insurance coverage. For more information, employees should contact the business office.

Flexible Spending Accounts (Section 125)

Employees can save tax dollars by enrolling in this multi-option plan. This account allows employees to withhold pre-tax dollars from their paycheck to pay:

1. Group Health Insurance Premiums
2. Medical Reimbursement, including dental and optical expenses, out-of-pocket expenses such as meeting deductibles, etc.
3. Child or dependent care expenses
4. Premiums for any qualified individual ancillary insurance (disability coverage may not be deducted pretax) the employee may have purchased.

The benefits eligibility date must have been reached for this benefit to become effective. Elections may only be changed during the annual election period. Allowable expenses include only those that were incurred during the plan year. Expenses may be submitted up to 60 days following the end of the plan year. Contributions not used will be forfeited in accordance with federal law.

COBRA Insurance

The Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their dependents (qualified beneficiaries) the opportunity to continue health insurance coverage under the District's health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment, or death of an employee; a reduction in an employee's hours or a leave of absence; an employee's divorce or legal separation; or a dependent child who no longer meets eligibility requirements.

Under COBRA, the employee or beneficiary pays the full cost of coverage of the group rates plus administration fee. Our medical insurance provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under the health insurance plan. The notice contains important information about the employee's rights and obligations.

It is the employee's responsibility to inform the Plan Administrator of the following events for eligibility purposes:

The participant becomes entitled to Medicare benefits

The participant and spouse become divorced

The participant and spouse become legally separated

A participant's child ceases to be a dependent under the plan

Select Joint Agreement Policies

To review all current policies, please see www.midstatespec.org – Who We Are - Board & Governance - Policies

Professional Standards (5:122)

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.

Employee Ethics; Conduct; and Conflict of Interest (*5:120)

All District employees are expected to maintain high standards in their job performance, demonstrate integrity and honesty, be considerate and cooperative, and maintain professional and appropriate relationships with students, parents/guardians, staff members, and others. The Director of Special Education or designee shall provide this policy to Joint Agreement employees and students and/or parents/guardians in their respective handbooks, and ensure its posting on the Joint Agreement's website, if any. Ethics and Gift Ban

Professional and Appropriate Conduct

Professional and appropriate employee conduct are important Board goals that impact the quality of a safe learning environment and the school community, increasing students' ability to

learn and the District's ability to educate. To protect students from sexual misconduct by employees, and employees from the appearance of impropriety, State law also recognizes the importance for District employees to constantly maintain professional and appropriate relationships with students by following established expectations and guidelines for employee-student boundaries. Many breaches of employee-student boundaries do not rise to the level of criminal behavior but do pose a potential risk to student safety and impact the quality of a safe learning environment. Repeated violations of employee-student boundaries may indicate the grooming of a student for sexual abuse. As bystanders, employees may know of concerning behaviors that no one else is aware of, so their training on: (1) preventing, recognizing, reporting, and responding to child sexual abuse and grooming behavior; (2) this policy; and (3) federal and state reporting requirements is essential to maintaining the Board's goal of professional and appropriate conduct. The Director of Special Education or designee shall identify employee conduct standards that define appropriate employee-student boundaries, provide training about them, and monitor the Joint Agreement's employees for violations of employee-student boundaries. The employee conduct standards will require that, at a minimum:

1. Employees who are governed by the Code of Ethics for Illinois Educators, adopted by the Ill. State Board of Education (ISBE), will comply with its incorporation by reference into this policy.
2. Employees are trained on educator ethics, child abuse, grooming behaviors, and employee student boundary violations as required by law and policies 2:265, Title IX Grievance Procedure; 4:165, Awareness and Prevention of Child Sexual Abuse and Grooming Behaviors; 5:90, Abused and Neglected Child Reporting; and 5:100, Staff Development Program.
3. Employees maintain professional relationships with students, including maintaining employee student boundaries based upon students' ages, grade levels, and developmental levels and following Joint Agreement and Member District(s)-established guidelines for specific situations, including but not limited to:
 - a. Transporting a student;
 - b. Taking or possessing a photo or video of a student; and
 - c. Meeting with a student or contacting a student outside the employee's professional role.
4. Employees report prohibited behaviors and/or boundary violations pursuant to Board policies 2:260, Uniform Grievance Procedure; 2:265, Title IX Grievance Procedure; and 5:90, Abused and Neglected Child Reporting.
5. Discipline up to and including dismissal will occur for any employee who violates an employee conduct standard or engages in any of the following:
 - a. Violates expectations and guidelines for employee-student boundaries.
 - b. Sexually harasses a student
 - c. Willfully or negligently fails to follow reporting requirements of the Abused and Neglected Child Reporting Act (325 ILCS 5/), Title IX of the Education Amendments of 1972 (20 U.S.C. §1681 et seq.), or the Elementary and Secondary Education Act (20 U.S.C. § 7926).
 - d. Engages in grooming as defined in 720 ILCS 5/11-25.
 - e. Engages in grooming behaviors. Prohibited grooming behaviors include, at a minimum, sexual misconduct. Sexual misconduct is any act, including but not

limited to, any verbal, nonverbal, written, or electronic communication or physical activity, by an employee with direct contact with a student, that is directed toward or with a student to establish a romantic or sexual relationship with the student. Examples include, but are not limited to:

- i. A sexual or romantic invitation.
- ii. Dating or soliciting a date.
- iii. Engaging in sexualized or romantic dialog.
- iv. Making sexually suggestive comments that are directed toward or with a student.
- v. Self-disclosure or physical exposure of a sexual, romantic, or erotic nature
- vi. A sexual, indecent, romantic, or erotic contact with the student.

Statement of Economic Interests

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

1. Director of Special Education;
2. Administrators including; Assistant Director and Program Coordinators;
3. Head of any department;
4. Any employee who, as the District's agent, is responsible for negotiating one or more contracts, including collective bargaining agreement(s), in the amount of \$1,000 or greater;
5. Hearing officer;
6. Any employee having supervisory authority for 20 or more employees; and
7. 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 105 ILCS 5/22-5, "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 ISBE 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 or a tangible benefit from the entity

selected for the contract: 1. A member of the employee's immediate family; 2. An employee's 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 subcontracts. 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.

Guidance Counselor Gift Ban

Guidance counselors are prohibited from intentionally soliciting or accepting any gift from a prohibited source or any gift that would be in violation of any federal or State statute or rule. For guidance counselors, a prohibited source is any person who is (1) employed by an institution of higher education, or (2) an agent or spouse of or an immediate family member living with a person employed by an institution of higher education. This prohibition does not apply to:

1. Opportunities, benefits, and services available on the same conditions as for the general public.
2. Anything for which the guidance counselor pays market value.
3. A gift from a relative.
4. Anything provided by an individual on the basis of a personal friendship, unless the guidance counselor believes that it was provided due to the official position or employment of the guidance counselor and not due to the personal friendship. In determining whether a gift is provided on the basis of personal friendship, the guidance counselor must consider the circumstances in which the gift was offered, including any of the following:
 - a. The history of the relationship between the individual giving the gift and the guidance counselor, including any previous exchange of gifts between those individuals.
 - b. Whether, to the actual knowledge of the guidance counselor, the individual who gave the gift personally paid for the gift or sought a tax deduction or business reimbursement for the gift.
 - c. Whether, to the actual knowledge of the guidance counselor, the individual who gave the gift also, at the same time, gave the same or a similar gift to other school district employees.
5. Bequests, inheritances, or other transfers at death.
6. Any item(s) during any calendar year having a cumulative total value of less than \$100.
7. Promotional materials, including, but not limited to, pens, pencils, banners, posters, and pennants.

A guidance counselor does not violate this prohibition if he or she promptly returns the gift to the prohibited source or donates the gift or an amount equal to its value to a 501(c)(3) tax-exempt charity.

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.

Dress Standards

The Cooperative and Member Districts' image is reflected in employees' dress and appearance which must not disrupt the educational process, interfere with the maintenance of a positive teaching/learning climate, or compromise reasonable standards of health, safety, or decency. Employees are expected to follow district guidelines.

Communicable and Chronic Infectious Disease (*5:40)

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.

Fingerprinting and Criminal Background Checking Policy

The Director or designee shall ensure that a fingerprint-based criminal history records check and a check of the Statewide Sex Offender Database and Statewide Child Murderer and Violent Offender Against Youth Database are performed on each employee as required by School Code, including the required 5 year recheck on each employee. A copy of the record of convictions obtained from the Illinois State Police may be provided by the Cooperative to the applicant and the Director or designee shall notify the applicant if the applicant is identified in either database. Any information concerning the record of convictions obtained by the Cooperative shall be confidential and may only be transmitted or shared with the President of the School Board, Director or his designee, Regional Director, State Director, State Teacher Certification Board, or any other person necessary to the hiring decision.

The Cooperative retains the right to not employ or to discharge any employee who makes any false or misleading statement on, or omits facts from, his or her employment application or documents, if there is any criminal history records check, Statewide Sex Offender Database check, Statewide Child Murderer and Violent Offender Against Youth Database check, or background investigation, or if the Cooperative is prohibited from employing the employee under Section 10-21.9 of the Illinois School Code.

Accident Reporting and Investigation

Employees must report any accident or injury to the building administrator and MSSE office immediately following the accident or injury. Employees will assist in completing an

accident/injury report and update administration regarding recovery from accidents or injuries following doctor visits. All accidents and injuries will be investigated in efforts to prevent any further accidents and injuries.

Solicitations By or From Staff (5:140)

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.

Access to Electronic Networks (*6:235)

Electronic networks are a part of the Joint Agreement's instructional program and serve to promote educational excellence by facilitating resource sharing, innovation, and communication. The term electronic networks includes all of the Joint Agreement's technology resources, including, but not limited to: 1. The Joint Agreement's local-area and wide-area networks, including wireless networks (Wi-Fi), Joint Agreement-issued Wi-Fi hotspots, and any Joint Agreement servers or other networking infrastructure; 2. Access to the Internet or other online resources via the Joint Agreement's networks or to any Joint Agreement-issued online account from any computer or device, regardless of location; 3. Joint Agreement-owned or Joint Agreement-issued computers, laptops, tablets, phones, or similar devices. 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. Users of the Joint Agreement's electronic networks have no expectation of privacy in any material that is stored on, transmitted, or received via the Joint Agreement's electronic networks. 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 user 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.

Student Online Personal Protection Act (SOPPA)

SOPPA, is the student data privacy law that regulates students' covered information by schools, the Illinois State Board of Education, and education technology vendors. Employees will assist MSSE and/or Member Districts in complying with SOPPA and protecting student identifiable data prior to downloading or using technology resources by checking the approved list of resources and/or requesting approval to utilize a new resource.

Personal Technology and Social Media; Usage and Conduct (*5:125)

Definitions

Includes - Means "includes without limitation" or "includes, but is not limited to."

Social media - - Media for social interaction, using highly accessible web-based and/or mobile technologies that allow users to share content and/or engage in interactive communication through online communities. This includes, but is not limited to, services such as Facebook, LinkedIn, Twitter, Instagram, TikTok, 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 computers, tablets, smartphones and other devices.

Usage and Conduct

All Joint Agreement employees who use personal technology and social media shall:

1. Adhere to the high standards for **Professional and Appropriate Conduct** 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. Inform their immediate supervisor if a student initiates inappropriate contact with them via any form of personal technology or social media.
5. Report instances of suspected abuse or neglect discovered through the use of social media or personal technology pursuant to a school employee's obligations under policy 5:90, *Abused and Neglected Child Reporting Child Reporting*.
6. Not disclose student record information, including student work, photographs of students, names of students, or any other personally identifiable information about students, in compliance with policy 5:130, *Responsibilities Concerning Internal Information*. For Joint Agreement employees, proper approval may include implied consent under the circumstances.
7. Refrain from using the Joint Agreement's logos without permission and follow Board policy 5:170, *Copyright*, and all Joint Agreement copyright compliance procedures.
8. 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.
9. 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.

10. 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.
11. 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.
12. 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.

Special Education Director Responsibilities

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 policy 5:120, Employee Ethics; Code of Professional Conduct; and Conflict of Interest.
2. Annually:
 - a. Provide staff with a copy of this policy.
 - b. Inform staff about the importance of maintaining high standards in their school relationships.
 - c. Remind about the importance of maintaining high standards in their school relationships.
 - d. Remind 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 neither the Joint Agreement, nor anyone on its behalf, commits an act prohibited by the Right to Privacy in the Workplace Act, 820 ILCS 55/10; i.e., the Facebook Password Law.
5. Periodically review this policy and any implementing procedures with Joint Agreement employee representatives and electronic network system administrator(s) and present proposed changes to the Board.

Use of Technical Resources

Mid-State Special Education and Member Districts maintain photocopiers, facsimile machines, and printers exclusively to assist in education and conduct of the business. Utilization of these technical resources is not to be conducted in any way that may be disruptive to operations or in violation of Mid-State Special Education policy or law. By using the technical resources or MSSE or a Member District, all individuals knowingly and voluntarily consent to their usage being monitored and acknowledge the Cooperative's right to conduct such monitoring. Individuals should not expect that facsimile transmissions are confidential or private.

Telephone and Cellular Phone Calls

This policy applies to phone calls, text messaging, pictures, etc. It is important that the Cooperative and/or Member Districts' phones be kept clear for business. Employees will be held responsible for paying for all non-business-related long-distance phone calls.

While at work employees are expected to exercise discretion in using personal cellular phones. Excessive personal calls during the workday, regardless of the phone used, can interfere with employee productivity and be distracting to others. Employees are therefore encouraged to make personal calls on non-work time where possible and to ensure that friends and family members are aware of the Cooperative and Member Districts' policy. Flexibility will be provided in circumstances demanding immediate attention. The Cooperative or Member Districts will not be liable for the loss of personal cellular phones brought into the workplace.

Safety Issues for Cellular Phone Use

When using cell phones and other portable devices, employees are expected to observe all relevant state and Federal Laws. This would include laws requiring hand-free devices or prohibiting text messaging while driving. Employees are expected to stop driving before conducting business electronically or are expected to use hands-free devices while driving. Under no circumstances are employees allowed to place themselves at risk to fulfill business needs. Employees who are charged with traffic violations resulting from the use of their phone while driving will be solely responsible for all liabilities that result from such actions.

Responsibilities Concerning Internal Information (5:130)

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.

Operational Services

Exhibit - Statement for Employee Manual or District Website Describing the District's Purpose for Collecting Social Security Numbers 1

The School District treats social security numbers (SSNs) confidentially. It uses SSNs for one or more of the following reasons:

1. Employment matters, e.g., income reporting to IRS and the IL Department of Revenue, tax withholding, FICA, or Medicare.
2. Verifying enrollment in various benefit programs, e.g., medical benefits, health insurance claims, or veterans' programs.
3. Filing insurance claims.
4. Internal verification or administrative purposes.

In addition, State law authorizes and/or requires the District to use or disclose SSNs in specified circumstances including, without limitation, in the following circumstances:

1. Disclosing SSNs to another governmental entity if the disclosure is necessary for the entity to perform its duties and responsibilities;
2. Disclosing SSNs pursuant to a court order, warrant, or subpoena; and
3. Collecting or using SSNs to investigate or prevent fraud, to conduct background checks, to collect a debt, or to obtain a credit report from a consumer reporting agency under the federal Fair Credit Reporting Act.

If you have questions or concerns, please contact the MSSE Business Manager or Director.

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

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 specific articulable symptoms while working that decrease or lessen the employee's performance of the duties or tasks of the employee's job position.

Upon the Special Education Director or designee's reasonable suspicion of an employee's violation of any of the prohibited activities stated above, the Special Education Director or designee may direct the employee to undergo a drug and/or alcohol test to corroborate or refute the alleged violation. State law protects the Joint Agreement from liability when it takes actions pursuant to a reasonable workplace drug policy, including but not limited to subjecting an employee or applicant to reasonable drug and alcohol testing, reasonable and nondiscriminatory random drug testing, discipline, termination of employment, or withdrawal of a job offer due to a failure of a drug test.

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.

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.

Drug and Alcohol Testing

To support the policy of a drug- and alcohol-free workplace, testing for alcohol, drugs & chemical substances may be required under the following circumstances:

1. Post-Accident: After a work-related accident where judgment, coordination or physical or mental ability may have been impaired.
2. Reasonable Suspicion: Whenever the Cooperative has reasonable suspicion to believe an employee has consumed or used or is under the influence of alcohol, illegal drugs, a controlled substance, or cannabis during the course of the work day. Supervisory personnel shall ascertain whether reasonable suspicion exists and document the basis

for any reasonable suspicion prior to testing. The employee shall be provided a copy of the basis for any reasonable suspicion.

3. Periodic or Random: On an unannounced and random basis for those working in a safety sensitive position.

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*.

Public Relations/Media Inquiries (8:10)

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 media 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.

Joint Agreement Employees will follow the procedures of Member District(s) in which he/she works as it pertains to regular new releases concerning classroom activities and district programs.

Workplace Harassment Prohibited (*5:20)

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 policies 2:260, *Uniform Grievance Procedure*; 2:265, *Title IX Sexual Harassment Grievance Procedure*; 7:20, *Harassment of Students Prohibited*; 7:180, *Prevention of and Response to Bullying, Intimidation, and Harassment*; and 7:185, *Teen Dating Violence 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 Report or 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 reports or 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. An employee 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 claim 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. The Nondiscrimination Coordinator also serves as the Joint Agreement's Title IX Coordinator.

Investigation Process

Any Joint Agreement employee who receives a report or complaint of harassment must promptly forward the report or complaint to the Nondiscrimination Coordinator or a Complaint Manager. Any employee 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. For any report or complaint alleging sexual harassment that, if true, would implicate Title IX of the Education Amendments of 1972 (20 U.S.C. §1681 et seq.), the Nondiscrimination Coordinator or designee shall consider whether action under policy 2:265, Title IX Grievance Procedure, should be initiated. For any other alleged workplace harassment that does not require action under policy 2:265, Title IX Grievance Procedure, the Nondiscrimination Coordinator or a Complaint Manager or designee shall consider whether an investigation under policy 2:260, Uniform Grievance Procedure, and/or 5:120, Employee Ethics; Code of Professional Conduct; and Conflict of Interest, should be initiated, regardless of whether a written report or complaint is filed.

Reports That Involve Alleged Incidents of Sexual Abuse of a Child by School Personnel

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 reporting the suspected abuse, the complaint shall also be processed under policy 2:265, *Title IX Sexual Harassment Grievance Procedure*, or policy 2:260, *Uniform Grievance Procedure*.

Enforcement

A violation of this policy by an employee 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 Board in the context of the relationship of the third party to the Joint Agreement, e.g., vendor, parent, invitee, etc. Any person making a knowingly false accusation regarding harassment will likewise be subject to disciplinary action, which for an employee may be 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 complaints or providing information about harassment is prohibited (see Board policies 2:260, Uniform Grievance Procedure, and 2:265, Title IX Grievance Procedure, and depending upon the law governing the complaint, whistleblower protection may be available under the State Officials and Employees Ethics Act (5 ILCS 430/), the Whistleblower Act (740 ILCS 174/), and/or 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.

Awareness and Prevention of Child Sexual Abuse and Grooming Behaviors (4:165)

Child sexual abuse and grooming behaviors harm students, their parents/guardians, the District's environment, its school communities, and the community at large, while diminishing a student's ability to learn. The Board has a responsibility and obligation to increase awareness and knowledge of: (1) issues regarding child sexual abuse, (2) likely warning signs that a child may be a victim of sexual abuse, (3) grooming behaviors related to child sexual abuse and grooming, (4) how to report child sexual abuse, (5) appropriate relationships between District employees and students based upon State law, and (6) how to prevent child sexual abuse.

To address the Board's obligation to increase awareness and knowledge of these issues, prevent sexual abuse of children, and define prohibited grooming behaviors, the Superintendent or designee shall implement an Awareness and Prevention of Sexual Abuse and Grooming Behaviors Program.

The Program will:

1. Train District employees about child sexual abuse and grooming behaviors by January 31 of each school year with materials that include:
 - a. A definition of prohibited grooming behaviors and boundary violations pursuant to policy 5:120, Employee Ethics; Conduct; and Conflict of Interest;
 - b. Evidence-informed content on preventing, recognizing, reporting, and responding to child sexual abuse, grooming behaviors, and boundary violations pursuant to policies 2:260, Uniform Grievance Procedure; 2:265, Title IX Sexual Harassment Grievance Procedure; 5:90, Abused and Neglected Child Reporting; 5:100, Staff Development Program; and 5:120, Employee Ethics; Conduct; and Conflict of Interest; and
 - c. How to report child sexual abuse, grooming behaviors, and/or boundary violations pursuant to policies 2:260, Uniform Grievance Procedure; 2:265, Title

IX Sexual Harassment Grievance Procedure; and 5:90, Abused and Neglected Child Reporting.

Abused and Neglected Child Reporting (*5:90)

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 Director and Building Principal of the resident district that a report has been made. The 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/ or www.missingkids.org. The Director and 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.
3. Complete an annual evidence-informed training related to child sexual abuse, grooming behaviors, and boundary violations as required by law and policy 5:100, *Staff Development Program*.

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 Special Education 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 Special Education Director Responsibilities

The Special Education 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. When the Special Education Director has reasonable cause to believe that a license holder (1) committed an intentional act of abuse or neglect with the result of making a child an abused child or a neglected child under ANCRA or an act of sexual misconduct under Faith's Law, and (2) that act resulted in the license holder's dismissal or resignation from the Joint Agreement, the Special Education Director shall notify the State Superintendent and the Regional Superintendent in writing, providing the Ill. Educator Identification Number as well as a brief description of the misconduct alleged. The Special Education Director must make the report within 30 days of the dismissal or resignation and mail a copy of the notification to the license holder. The Special Education Director shall develop procedures for notifying a student's parents/guardians when a Joint Agreement employee, contractor, or agent is alleged to have engaged in sexual misconduct with the student as defined in Faith's Law. The Special Education Director shall also develop procedures for notifying the student's parents/guardians when the Board takes action relating to the employment of the employee, contractor, or agent following the investigation of sexual misconduct. Notification shall not occur when the employee, contractor, or agent alleged to have engaged in sexual misconduct is the student's parent/guardian, and/or when the student

is at least 18 years of age or emancipated. The Special Education Director shall execute the recordkeeping requirements of Faith's Law.

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 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. 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 ANCRA, the Board may dismiss that employee immediately. When the Board learns that a licensed teacher was convicted of any felony, it must promptly report it to the State agencies listed in policy 2:20, Powers and Duties of the Governing Board

Student Records (7:340)

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. The Cooperative Member District will comply with State or federal law with regard to release of a student's school records, including, where applicable, without notice to, or the consent of, the student's parent/guardian or eligible student. 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.

**ACKNOWLEDGEMENT, AGREEMENT
AND RECEIPT OF EMPLOYEE HANDBOOK**



The undersigned hereby acknowledges receipt of a copy of the Mid-State Special Education Employee Handbook which references and contains board policies and current practices/procedures. The complete and current MSSE Board Policies are posted on the MSSE website.

All employees must complete the legally mandated trainings either online or in a district-sponsored training. Evidence of completion is to be sent to the MSSE office by November 1st.

If questions arise regarding policies or procedures, please contact the MSSE Director.

Employee Signature

Date

This acknowledgement and agreement will be retained in the employee's personnel file.