



EST. 1967

MID-STATE SPECIAL EDUCATION

Employee Handbook

2022-23

*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.
 - c. On or before September 1 of each year, unless otherwise provided in an applicable collective bargaining agreement, provide the Joint Agreement Office with a transcript of any credits earned since the date the last transcript was filed.
 - d. Notify the Special Education Director of any change in the transcript.
2. Monitor compliance with State and federal law requirements that teachers be appropriately licensed.

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.

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**

Tenured teachers and licensed employees may resign at any time with consent of the Executive Committee or by written notice sent to the Special Education Director at least 30 days before the intended date of resignation. No teacher or licensed employee may resign during the school term in order to accept another teaching or licensed position without the consent of the Executive Committee.

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

A retirement incentive for Professional Personnel is available for advanced notification by January 1st of the year(s) prior to retirement. See current policy for details.

Support Staff

An employee is requested to provide at least two weeks' notice of a resignation. A resignation notice cannot be revoked once given. An employee planning to retire should notify his or her supervisor at least two months before the retirement date.

Compliance with the Fair Labor Standards Act (*5:35)**Job Classifications and Overtime**

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.

Overtime

A non-exempt employee shall not work overtime without his or her supervisor's express approval.. In lieu of overtime compensation, non-exempt employees may receive compensatory time-off, according to Board policy 5:310, *Compensatory Time-Off*.

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 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.

Dismissal

The Joint Agreement will follow State law when dismissing a Professional Personnel.

Suspension Without Pay

The Executive Committee or Region Board may suspend without pay: (1) a professional employee pending a dismissal hearing, or (2) a teacher as a disciplinary measure for misconduct that is detrimental to the Joint Agreement. Administrative staff members may not be suspended without pay as a disciplinary measure.

Misconduct that is detrimental to the Joint Agreement includes:

- Insubordination, including any failure to follow an oral or written directive from a supervisor
- Violation of Board policy or Administrative Procedure
- Conduct that disrupts or may disrupt the educational program or process
- Conduct that violates any State or federal law that relates to the employee's duties
- Other sufficient causes

Employees Under Investigation by Illinois Dept. of Children and Family Services (DCFS)

Upon receipt of a DCFS recommendation that the Joint Agreement remove an employee from his or her position when he or she is the subject of a pending DCFS investigation that relates to his or her employment with the Joint Agreement, the Board or Special Education Director or designee, in consultation with the Board Attorney, will determine whether to:

1. Let the employee remain in his or her position pending the outcome of the investigation; or
2. Remove the employee as recommended by DCFS, proceeding with:
 - a. A suspension with pay; or

- b. A suspension without pay.

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 ILCS5/.

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)

Reimbursements and Purchase Orders

Expense reimbursements and purchase orders may be issued by the Director (or designee) or Member District (for an employee serving a sole district) 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. Employees should seek pre-approval of expenses. Supplies and materials will typically be purchased by MSSE or the Member District to utilize the tax-exempt status.

The Board regulates the reimbursement of all travel, meal, and lodging expenses by resolution. Employees must submit to MSSE or the Member District for pre-approval on the appropriate itemized, signed, standardized form(s) to support any requests for professional development, supplies, or materials to be purchased or reimbursed, which includes the amount of the estimated or actual expense, with attached receipts for actual incurred expenses.

Registration

When possible, registration fees will be paid in advance and purchases will be made by MSSE or a Member District. Expense reimbursements and purchase orders shall be presented to the Board in its regular bill process.

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 and 5:330 Support Staff)

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. Part-time employees, who are not retired, will receive sick leave pay equivalent to their regular workday. Sick leave is defined in State law as personal illness, quarantine at home, serious illness or death in the immediate family or household, or birth, adoption, or the acceptance of a child in need of foster care. Sick leave may be taken in a minimum of one-hour increments.

This policy is the District's written plan allowing eligible employees to convert eligible accumulated sick leave to service credit upon a District employee's retirement under the Ill. Municipal Retirement Fund.

Child 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 child bereavement leave.

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

All full-time employees are granted 3 personal leave days per fiscal year. Any unused days will rollover into sick days the following fiscal year. Part-time employees who are not retired are entitled to personal days on the same basis as full-time employees, but the pay/hours will be based on the employee's average number of part-time hours per week during the year. Personal leave may be taken in one-hour increments

Compensatory Time-Off (*5:210 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.

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 (*5:200 Professional Personnel and *5:330 Support Staff)

All licensed professional staff will establish a work year calendar, including holidays, prioritizing direct services based upon the calendars of the districts served. Professional personnel are not required to work on legal holidays unless a Member District has followed applicable State law that allows it to hold school or scheduled teachers' institutes, parent teacher conferences, or staff development.

All MSSE office staff will follow the fiscal year calendar as determined by the Special Education Director. A holiday will not cause a deduction from an employee's time or compensation. The District may require educational support personnel to work on a legal school holiday during an emergency or for the continued operation and maintenance of facilities or property.

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.

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.

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

Upon returning from an approved leave of absence granted as a result of an employee's own serious health condition, an employee must present written medical certification from his or her medical care provider stating that he or she is able to perform the essential functions of his or her job with or without reasonable accommodation. At that time, the district will place the employee in his or her former position. If the former position is not available, the employee will be placed in an equivalent position with equivalent compensation and benefits.

Leave Of Absence Without Pay (*5:250 Professional Personnel and 5:330 Support Staff)

The Board 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 Board. A leave of absence shall be of the shortest possible duration to meet the leave's purpose consistent with a reasonable continuity of instruction for students.

The Director and Board of Education will have discretion in deciding whether to approve all leaves of absence. A leave of absence shall be determined as any leave, which does not involve paid time off or is not covered under another leave policy. The employee must give prompt, written request of a leave of absence, the dates, and expected date of return. If medical related, it should additionally include a doctor's notice stating the nature of the leave. If a Leave of Absence is approved that does not fall under FMLA, the employee is responsible for reimbursing the Joint Agreement for the cost of benefits during the leave time.

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. Inquires 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)

Professional and Appropriate Conduct

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

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.

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.

Employees will comply with CDC, IDPH, ISBE, MSSE, and Member District/School requirements. Employees will confidentially provide vaccination status, upon request, and will report COVID symptoms and close contacts to the Mid-State Director or Assistant Director and to Districts/Schools utilizing current procedures.

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 and Districts' instructional program and serve to promote educational excellence by facilitating resource sharing, innovation, and communication. The Director shall develop an implementation plan for this policy and appoint system administrator(s).

The Joint Agreement is not responsible for any information that may be lost or damaged, or become unavailable when using the network, or for any information that is retrieved or transmitted via the Internet. Furthermore, the Joint Agreement will not be responsible for any unauthorized charges or fees resulting from access to the Internet

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.

Member 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 communication techniques through the use of web-based and mobile technologies to turn communication into interactive dialogue. This includes, but is not limited to, services such as *Facebook, LinkedIn, Twitter, Instagram, Snapchat, and YouTube*.

Personal technology- Any device that is not owned or leased by the Joint Agreement or otherwise authorized for Joint Agreement use and: (1) transmits sounds, images, text, messages, videos, or electronic information, (2) electronically records, plays, or stores information, or (3) accesses the Internet, or private communication or information networks. This includes laptop computers (e.g., laptops, ultrabooks, and chromebooks), tablets (e.g., iPads®, Kindle®, Microsoft Surface®, and other Android® platform or Windows® devices), smartphones (e.g., iPhone®, BlackBerry®, Android® platform phones, and Windows Phone®), and other devices (e.g., iPod®).

Usage and Conduct

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

1. Adhere to the high standards for **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.

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 (*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.
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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 detectable, regardless of when and/or where the use occurred.

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.

E-Cigarette, Tobacco, and Cannabis Prohibition

All employees are covered by the conduct prohibitions contained in policy 8:30, *Visitors to and Conduction 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.

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.

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

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 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. Employees may also report claims using Board policy 2:260, *Uniform Grievance Procedure*. If a claim is reported using Board policy 2:260, then the Complaint Manager shall process and review the claim according to that policy, in addition to any response required by this policy.

For 2022-23, the Nondiscrimination and Title IX Coordinator is Angela Armour 217-526-8121 ext. 244 and Complaint Managers are: Angela Armour 217-526-8121 ext. 244 and David Powell 217-532-2942.

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.

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. Educate students with:
 - a. An age-appropriate and evidence-informed health and safety education curriculum that includes methods for how to report child sexual abuse and grooming behaviors to authorities, through policy 6:60, Curriculum Content;
 - b. Information in policy 7:250, Student Support Services, about: (i) District counseling options, assistance, and intervention for students who are victims of or affected by sexual abuse, and (ii) community-based Children's Advocacy Centers and sexual assault crisis centers and how to access those serving the District.
2. 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.
3. Provide information to parents/guardians in student handbooks about the warning signs of child sexual abuse, grooming behaviors, and boundary violations with evidence-informed educational information that also includes:
 - a. Assistance, referral, or resource information, including how to recognize grooming behaviors, appropriate relationships between District employees and students based upon policy 5:120, Employee Ethics; Conduct; and Conflict of Interest, and how to prevent child sexual abuse from happening;
 - b. Methods for how to report child sexual abuse, grooming behaviors, and/or boundary violations to authorities; and
 - c. Available counseling and resources for children who are affected by sexual abuse, including both emotional and educational support for students affected by sexual abuse, so that the student can continue to succeed in school pursuant to policy 7:250, Student Support Services.

d. Provide parents/guardians of students in any of grades K through 8 with not less than five days' written notice before commencing any class or course providing instruction in recognizing and avoiding sexual abuse, as well as the opportunity to object in writing.

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*.

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

Alleged Incidents of Sexual Abuse; Investigations

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

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.