



MID-STATE
SPECIAL EDUCATION

Certified and Non-Certified Employee Handbook

This Employee Handbook was provided as a service to Mid-State Special Education. This Employee Handbook or excerpts thereof may not be reprinted or distributed without the written permission of Bushue HR, Inc. Copyright 2025, Bushue HR, Inc. All rights reserved.

The content provided by Bushue HR, Inc. is for informational purposes only and is not intended as legal advice. We are not a law firm, and the individuals employed by our company are not Licensed Attorneys. Any information, guidance, or opinions should not be interpreted as legal advice. Our company is not responsible for any legal outcomes. Your organization should consult with your Attorney regarding your specific situation.

**Bushue HR, Inc.
P.O. Box 89
Effingham, IL 62401
Phone: 217-342-3046
Fax: 217-342-5673
www.bushuehr.com**

Table of Contents

Welcome	5
Joint Agreement Policies	7
Equal Employment Opportunity and Minority Recruitment (5:10)	7
Employment At Will *Educational Support Personnel (5:270)	8
Workplace Harassment Prohibited (5:20)	8
Title IX Grievance Procedure (2:265)	11
Awareness and Prevention of Child Sexual Abuse and Grooming Behaviors (4:165)	15
Abused and Neglected Child Reporting (5:90)	16
Education of Homeless Children (6:140)	18
Release During School Hours (7:90)	18
Student Records (7:340)	18
Fingerprinting and Criminal Background Checking Policy (5:30)	20
Accident Reporting and Investigation	21
Drug and Alcohol Free Workplace; E-Cigarette; Tobacco; And Cannabis Prohibition(5:50)	21
Public Information Process	24
Responsibilities Concerning Internal Information (5:130)	24
Solicitation and Distribution	24
Employee Ethics; Code of Professional Conduct; and Conflict of Interest (5:120)	24
Tobacco	27
Access to Electronic Networks (6:235)	28
Personal Technology and Social Media; Usage and Conduct (5:125)	29
Schedules & Employment Year *Educational Support Personnel (5:300)	32
Public Relations and Telephone Calls	32
Cellular Phone Policy	32
Joint Agreement Tools and Equipment	33
Joint Agreement Vehicles	33
Parking	33
Dress Standards	34
Communicable and Chronic Infectious Disease (5:40)	34
Bloodborne Pathogens	34
Administering Medicines to Students (7:270)	34
Visitors to and Conduct on School Property (8:30)	38
Employment Status	42
Professional Personnel Qualifications *Professional Personnel (5:190)	42
Duties & Qualifications *Educational Support Personnel (5:280)	42
Compliance with the Fair Labor Standards Act (5:35)	43
Terms and Conditions of Employment and Dismissal * Professional Personnel (5:200)	43
Employment Termination and Suspensions *Educational Support Personnel (5:290)	44
Reporting Absences & Attendance	46
Employment Record/Employee Status Changes	46
Compensation Policies	48
Payroll Period/Time Cards/Pay Day	48

Meal & Break Periods *Educational Support Personnel (5:300)	48
Expenses (5:60).....	48
Benefits	52
Holidays *Educational Support Personnel (5:330).....	52
Religious Holidays (5:70).....	52
Sick Leave *Educational Support Personnel and Professional Personnel (5:330)	52
Personal Leave *Educational Support Personnel and Professional Personnel (5:330)	53
Vacation *Educational Support Personnel and Professional Personnel (5:330)	53
Family Bereavement Leave *Professional Personnel And Professional Personnel (5:250)	53
Compensatory Time-Off *Educational Support Personnel (5:310)	54
Health Insurance.....	54
Life Insurance	54
Dental Insurance.....	54
Retirement *Professional Personnel (5:210).....	54
Retirement *Educational Support Personnel (5:292)	56
Illinois Municipal Retirement Fund	57
Ancillary Insurance Coverage	57
COBRA Insurance	57
Flexible Spending Accounts (Section 125)	58
Court Duty (5:80)	58
Leave Of Absence without Pay.....	58
Uniformed Services Employment and Reemployment Rights Act (USERRA)	58
Family and Medical Leave (5:185).....	59
Victims' Economic Security and Safety Act	61
General Rules Of Conduct	62
Acknowledgment, Agreement, and Receipt of Employee Handbook	66

Welcome

Welcome to Mid-State Special Education. We are pleased that you have joined our Joint Agreement and welcome you to help continue the successful education of our students.

We are fortunate enough to have outstanding employees who work as a team and provide for a successful Joint Agreement. You have been carefully chosen as a team member because you exhibited those characteristics, which will allow us to continue to provide quality education to our students. Welcome to our team.

Sincerely,

Bobbi Fisher, Director
Mid-State Special Education

**JOINT AGREEMENT
POLICIES**

Joint Agreement Policies

EQUAL EMPLOYMENT OPPORTUNITY AND MINORITY RECRUITMENT (5:10)

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

Persons who believe they have not received equal employment opportunities should report their claims to the Nondiscrimination Coordinator and/or a Complaint Manager for the Uniform Grievance Procedure. These individuals are listed below. No employee or applicant will be discriminated or retaliated against because he or she initiated a complaint, was a witness, supplied information, or otherwise participated in an investigation or proceeding involving an alleged violation of this policy or state or federal laws, rules or regulations, provided the employee or applicant did not make a knowingly false accusation nor provide knowingly false information.

Administrative Implementation

Annually, by July 1 st , a male and female Nondiscrimination Coordinator shall be appointed by the Executive Committee for the Joint Agreement. The Nondiscrimination Coordinator and Complaint Managers identified in policy 2:260, Uniform Grievance Procedure, will also serve as the Nondiscrimination Coordinator and Complaint Managers for administration of this policy. The Special Education Director shall appoint a Title IX Coordinator to coordinate the Joint Agreement's efforts to comply with Title IX. The Special Education Director shall insert into this policy the names, office addresses, email addresses, and telephone numbers of the Joint Agreement's current Nondiscrimination Coordinator, Title IX Coordinator, and Complaint Managers.

Nondiscrimination Coordinator:

Bobbi Fisher

Name

202 Prairie St., PO Box 46 Morrisonville, IL
62545

Address

bobbi.fisher@midstatespec.org

217-526-8121

Telephone

Complaint Managers:

Bobbi Fisher

Name

202 Prairie St., PO Box 46 Morrisonville, IL 62545

Address

bobbi.fisher@midstatespec.org

217-526-8121

Telephone

Chris Clark

Name

612 Dial Street, Kincaid, IL 62540

Address

cclark@southforkschools.com

217-237-4333

Telephone

Minority Recruitment

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

EMPLOYMENT AT WILL *EDUCATIONAL SUPPORT PERSONNEL (5:270)

Employment At-Will Unless otherwise specifically provided, Joint Agreement employment is at-will, meaning that employment may be terminated by the Joint Agreement or employee at any time for any reason, other than a reason prohibited by law, or no reason at all. Nothing in Governing Board policy is intended or should be construed as altering the employment at-will relationship. Exceptions to employment at-will may include employees who are employed annually, have an employment contract, or are otherwise granted a legitimate interest in continued employment. The Special Education Director is authorized to make exceptions to employing non-licensed employees at will but shall maintain a record of positions or employees who are not at-will.

Compensation and Assignment

The Executive Committee will approve salary and wages for educational support personnel. Increments are dependent on evidence of continuing satisfactory performance. An employee covered by the overtime provisions in State or federal law shall not work overtime without prior authorization from the employee's immediate supervisor. Educational support personnel are paid twice a month. The Special Education Director is authorized to make assignments and transfers of educational support personnel.

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, work authorization status, disability, pregnancy, marital status, family responsibilities, reproductive health decisions, 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 Grievance Procedure; 2:270, Discrimination and

Harassment on the Basis of Race, Color, and National Origin Prohibited; 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, the Building Principal, 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, Title IX Coordinator, and Complaint Managers.

Nondiscrimination Coordinator:

Bobbi Fisher

Name202 Prairie St., PO Box 46 Morrisonville, IL
62545

Address

bobbi.fisher@midstatespec.org

Email

217-526-8121

Telephone**Complaint Managers:**

Bobbi Fisher

Name202 Prairie St., PO Box 46 Morrisonville, IL
62545

Address

bobbi.fisher@midstatespec.org

Email

217-526-8121

Telephone

Chris Clark

Name

612 Dial Street, Kincaid, IL 62540

Address

cclark@southforkschools.com

Email

217-237-4333

Telephone**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, Title IX 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 Title IX Coordinator or designee shall consider whether action under policy 2:265, Title IX Grievance Procedure, should be initiated. For any report or complaint alleging harassment on the basis of race, color, or national origin, the Nondiscrimination Coordinator or a Complaint Manager or designee shall investigate under Board policy 2:270, Discrimination and Harassment on the Basis of Race, Color, and National Origin Prohibited. For any other alleged workplace harassment that does not require action under policy 2:265, Title IX Grievance Procedure, or 2:270, Discrimination and Harassment on the Basis of Race, Color, and National Origin Prohibited, 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/guardian, 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 policy 2:260, Uniform 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 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..

TITLE IX GRIEVANCE PROCEDURE (2:265)

Sexual harassment affects a student's ability to learn and an employee's ability to work. Providing an educational and workplace environment free from sexual harassment is an important Joint Agreement goal. The Joint Agreement does not discriminate on the basis of sex in any of its education programs or activities, and it complies with Title IX of the Education Amendments of 1972 (Title IX) and its implementing regulations (34 C.F.R. Part 106) concerning everyone in the Joint Agreement's education programs and activities, including applicants for employment, students, parents/guardians, employees, and third parties.

Title IX Sexual Harassment Prohibited Sexual harassment as defined in Title IX (Title IX Sexual Harassment) is prohibited. Any person, including a Mid-State Special Education employee or agent, or student, engages in Title IX Sexual Harassment when that person engages in conduct on the basis of an individual's sex that satisfies one or more of the following:

1. A Mid-State Special Education employee conditions the provision of an aid, benefit, or service on an individual's participation in unwelcome sexual conduct; or
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the Joint Agreement's educational program or activity; or
3. Sexual assault as defined in 20 U.S.C. §1092(f)(6)(A)(v), dating violence as defined in 34 U.S.C. §12291(a)(11), domestic violence as defined in 34 U.S.C. §12291(a)(12), or stalking as defined in 34 U.S.C. §12291(a)(36).

Examples of sexual harassment include, but are not limited to, touching, rape, sexual battery, sexual abuse, sexual coercion, crude jokes or pictures, discussions of sexual experiences, teasing related to sexual characteristics, and spreading rumors related to a person's alleged sexual activities.

Definitions from 34 C.F.R. §106.30

Complainant means an individual who is alleged to be the victim of conduct that could constitute sexual harassment. Education program or activity includes locations, events, or circumstances where the Joint Agreement has substantial control over both the Respondent and the context in which alleged sexual harassment occurs. Formal Title IX Sexual Harassment Complaint means a document filed by a Complainant or signed by the Title IX Coordinator alleging sexual harassment against a Respondent and requesting that the Joint Agreement investigate the allegation. Respondent means an individual who has been reported to be the perpetrator of the conduct that could constitute sexual harassment. Supportive measures mean non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the Complainant or the Respondent before or after the filing of a Formal Title IX Sexual Harassment Complaint or where no Formal Title IX Sexual Harassment Complaint has been filed.

Title IX Sexual Harassment Prevention and Response

The Director or designee will ensure that the Joint Agreement prevents and responds to allegations of Title IX Sexual Harassment as follows:

1. Ensures that the Joint Agreement's comprehensive health education program in Board policy 6:60, Curriculum Content, incorporates (a) age-appropriate sexual abuse and assault awareness and prevention programs in grades pre-K through 12, and (b) age-appropriate education about the warning signs, recognition, dangers, and prevention of teen dating violence in grades 7-12. This includes incorporating student social and emotional development into the Joint Agreement's educational program as required by State law and in alignment with Board policy 6:65, Student Social and Emotional Development.
2. Incorporates education and training for school staff as recommended by the Director, Title IX Coordinator, Nondiscrimination Coordinator, Building Principal, Assistant Building Principal, Dean of Students, or a Complaint Manager.
3. Notifies applicants for employment, students, parents/guardians, employees, and collective bargaining units of this policy and contact information for the Title IX Coordinator by, at a minimum, prominently displaying them on the Mid-State Special Education's website, if any, and in each handbook made available to such persons.

Making a Report

A person who wishes to make a report under this Title IX grievance procedure may make a report to the Title IX Coordinator, Nondiscrimination Coordinator, Building Principal, Assistant Building Principal, Dean of Students, a Complaint Manager, or any employee with whom the person is comfortable speaking.

School employees shall respond to incidents of sexual harassment by promptly making or forwarding the report to the Title IX Coordinator. An employee who fails to promptly make or forward a report may be disciplined, up to and including discharge.

The Director shall insert into this policy and keep current the name, office address, email address, and telephone number of the Title IX Coordinator

Title IX Coordinator:

Name: Bobbi Fisher

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

Email: Bobbi.Fisher@midstatespec.org

Phone Number: 217-526-8121

Processing and Reviewing a Report

Upon receipt of a report made under this Title IX grievance procedure, the Title IX Coordinator and/or designee will promptly contact the Complainant to: (1) discuss the availability of supportive measures, (2) consider the Complainant's wishes with respect to supportive measures, (3) inform the Complainant of the availability of supportive measures with or without the filing of a Formal Title IX Sexual Harassment Complaint, and (4) explain to the Complainant the process for filing a Formal Title IX Sexual Harassment Complaint. Further, the Title IX Coordinator will analyze the report to identify and determine whether there is another or an additional appropriate method(s) for processing and reviewing it. For any report received, the Title IX Coordinator shall review Board policies 2:260, Uniform Grievance Procedure; 5:20, Workplace Harassment Prohibited; 5:90, Abused and Neglected Child Reporting; 5:120, Employee Ethics; Code of Professional Conduct; and Conflict of Interest; 7:20, Harassment of Students Prohibited; 7:180, Prevention of and Response to Bullying, Intimidation, and Harassment; 7:185, Teen Dating Violence Prohibited; and 7:190, Student Behavior, to determine if the allegations in the report require further action. Reports of alleged sexual harassment will be confidential to the greatest extent practicable, subject to the Joint Agreement's duty to investigate and maintain an educational program or activity that is productive, respectful, and free of sexual harassment.

Formal Title IX Sexual Harassment Complaint Grievance Process

When a Formal Title IX Sexual Harassment Complaint is filed, the Title IX Coordinator will investigate it or appoint a qualified person to undertake the investigation. The Director or designee shall implement procedures to ensure that all Formal Title IX Sexual Harassment Complaints are processed and reviewed according to a Title IX grievance process that fully complies with 34 C.F.R. §106.45. The Joint Agreement's grievance process shall, at a minimum:

1. Treat Complainants and Respondents equitably by providing remedies to a Complainant where the Respondent is determined to be responsible for sexual harassment, and by following a grievance process that complies with 34 C.F.R. §106.45 before the imposition of any disciplinary sanctions or other actions against a Respondent.
2. Require an objective evaluation of all relevant evidence – including both inculpatory and exculpatory evidence – and provide that credibility determinations may not be based on a person's status as a Complainant, Respondent, or witness.
3. Require that any individual designated by the Joint Agreement as a Title IX Coordinator, investigator, decision-maker, or any person designated by the Joint Agreement to facilitate an informal resolution process.
 - a. Not have a conflict of interest or bias for or against complainants or respondents generally or an individual Complainant or Respondent.
 - b. Receive training on the definition of sexual harassment, the scope of the Joint Agreement's education program or activity, how to conduct an investigation and grievance process (including hearings, appeals, and informal resolution processes, as applicable), and how to serve impartially.
4. Require that any individual designated by the Joint Agreement as an investigator receiving training on issues of relevance to create an investigative report that fairly summarizes relevant evidence.
5. Require that any individual designated by the Joint Agreement as a decision-maker receive training on issues of relevance of questions and evidence, including when questions and evidence about the Complainant's sexual predisposition or prior sexual behavior are not relevant.
6. Include a presumption that the Respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.
7. Include reasonably prompt timeframes for conclusion of the grievance process.
8. Describe the range of possible disciplinary sanctions and remedies the Joint Agreement may implement following any determination of responsibility.
9. Base all decisions upon the preponderance of evidence standard.
10. Include the procedures and permissible bases for the Complainant and Respondent to appeal.
11. Describe the range of supportive measures available to Complainants and Respondents.
12. Not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege.

Enforcement

Any Mid-State Special Education employee who is determined, at the conclusion of the grievance process, to have engaged in sexual harassment will be subject to disciplinary action up to and including discharge. Any third party who is determined, at the conclusion of the grievance process, to have engaged in sexual harassment 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 Mid-State Special Education Public Day School student who is determined, at the conclusion of the grievance process, to have engaged in sexual harassment will be subject to disciplinary action, including, but not limited to, suspension and expulsion consistent with student behavior policies. Any person making a knowingly false accusation regarding sexual harassment will likewise be subject to disciplinary action. This policy does not increase or diminish the ability of the Joint Agreement or the parties to exercise any other rights under existing law.

Retaliation Prohibited

The Joint Agreement prohibits any form of retaliation against anyone who, in good faith, has made a report or complaint, assisted, or participated or refused to participate in any manner in a proceeding under this policy. Any person should report claims of retaliation using Board policy 2:260, Uniform Grievance Procedure. Any person who retaliates against others for reporting or complaining of violations of this policy or for participating in any manner under this policy will be subject to disciplinary action, up to and including discharge, with regard to employees, or suspension and expulsion, with regard to students.

AWARENESS AND PREVENTION OF CHILD SEXUAL ABUSE AND GROOMING BEHAVIORS (4:165)

Child sexual abuse and grooming behaviors harm students, their parents/guardians, the Joint Agreement'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 Joint Agreement 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 Director or designee shall implement an Awareness and Prevention of Sexual Abuse and Grooming Behaviors Program. The Program will:

1. Train Mid-State Special Education 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 employee-student boundary violations pursuant to policy 5:120, Employee Ethics; Code of Professional Conduct; and Conflict of Interest;
 - b. Evidence-informed content on preventing, recognizing, reporting, and responding to child sexual abuse, grooming behaviors, and employee-student boundary violations pursuant to policies 2:260, Uniform Grievance Procedure; 2:265, Title IX Grievance Procedure; 5:90, Abused and Neglected Child Reporting; 5:100, Staff Development Program; and 5:120, Employee Ethics; Code of Professional Conduct; and Conflict of Interest;
 - c. How to report child sexual abuse, grooming behaviors, and/or employee-student boundary violations pursuant to policies 2:260, Uniform Grievance Procedure; 2:265, Title IX Grievance Procedure; and 5:90, Abused and Neglected Child Reporting.
2. 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) Joint Agreement 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 Joint Agreement.
3. Provide information to parents/guardians in student handbooks about the warning signs of child sexual abuse, grooming behaviors, and employee-student 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 Mid-State Special Education employees and students based upon policy 5:120, Employee Ethics; Code of Professional 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 employee student 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 4:165 1 of 24:165 that the student can continue to succeed in school pursuant to policy 7:250, Student Support Services.

4. 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 22, an abused or neglected individual with a disability, shall 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).

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 or Building Principal of the resident Joint Agreement that a report has been made. The Special Education Director or Building Principal shall immediately coordinate any necessary notifications to the student's parent(s)/guardian(s) with DCFS, the applicable school resource officer (SRO), and/or local law enforcement.

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

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

Any Joint Agreement employee who observes any act of hazing that does bodily harm to a student must report that act to the Building Principal in the Joint Agreement where the student attends, Special Education 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 Special Education 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 Special Education 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 Special Education 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 (including sexual misconduct as defined in Faith's Law), 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 Board 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 Director and the Regional Director in writing, providing the III. 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 Board policy 2:20, Powers and Duties of the Governing Board.

EDUCATION OF HOMELESS CHILDREN (6:140)

A homeless child may attend the Mid-State Public Day School that the child attended when permanently housed or in which the child was last enrolled. A homeless child living in any Joint Agreement school's attendance area may attend that school. A homeless child is defined as provided in the McKinney-Vento Homeless Assistance Act and the Education for Homeless Children Act. It is the responsibility of the home/resident Joint Agreement to identify a student as homeless.

RELEASE DURING SCHOOL HOURS (7:90)

For safety and security reasons, the prior written or oral consent of a student's custodial parent/guardian is required before a student is released from school: (1) at any time other than the regular dismissal times, or other times when a school is officially closed and/or (2) to any person other than the custodial parent/guardian.

Early Dismissal Announcement

The Director or designee shall make reasonable efforts to issue an announcement whenever it is necessary to close school early due to inclement weather or other reason.

[For high school and unit Joint Agreements only]

Voting

The Director or designee shall specify the hours during which students who are entitled to vote at a primary, general, or special election, or any election at which propositions are submitted to a popular vote in Illinois, may be absent from school for a period of two hours to vote. Students are entitled to be absent from school to vote beginning the 15th day before the primary, general, or special election, or any election at which propositions are submitted to a popular vote in Illinois, or on the day of such election.

STUDENT RECORDS (7:340)

Official student records are the property of the Joint Agreement Member Joint Agreement. The policies and procedures of the individual member Joint Agreements 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 18 years who has been arrested or taken into custody.

State and federal law grants students, parents/guardians, and when applicable, the Ill. Dept. of Children and Family Services' Office of Education and Transition Services, certain rights, including the right to inspect, copy, and/or 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 Member Joint Agreement 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 Member Joint Agreement 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 Member Joint Agreement 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 Joint Agreement Director 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.

Student Biometric Information Collection

The Director or designee may recommend a student biometric information collection system solely for the purposes of identification and fraud prevention. Such recommendation shall be consistent with budget requirements and in compliance with state law. Biometric information means any information that is collected through an identification process for individuals based on their unique behavioral or physiological characteristics, including fingerprint, hand geometry, voice, or facial recognition or iris or retinal scans.

Before collecting student biometric information, the Joint Agreement shall obtain written permission from the person having legal custody or the student (if over the age of 18). Upon a student's 18th birthday, the Joint Agreement shall obtain written permission from the student to collect student biometric information. Failure to provide written consent to collect biometric information shall not be the basis for refusal of any services otherwise available to a student. All collected biometric information shall be stored and transmitted in a manner that protects it from disclosure. Sale, lease, or other disclosure of biometric information to another person or entity is strictly prohibited.

The Joint Agreement will discontinue use of a student's biometric information and destroy all collected biometric information within 30 days after: (1) the student graduates or withdraws from the School Joint Agreement, or (2) the Joint Agreement receives a written request to discontinue use of biometric information from the person having legal custody of the student or

the student (if over the age of 18). Requests to discontinue using a student's biometric information shall be forwarded to the Director or designee.

The Director or designee shall develop procedures to implement this policy consistent with state and federal law.

FINGERPRINTING AND CRIMINAL BACKGROUND CHECKING POLICY (5:30)

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

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

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

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

1. The Joint Agreement uses an applicant's credit history or report from a consumer reporting agency only when a satisfactory credit history is an established bona fide occupational requirement of a particular position.
2. The Joint Agreement does not screen applicants based on their current or prior wages or salary histories, including benefits or other compensation, by requiring that the wage or salary history satisfy minimum or maximum criteria.
3. The Joint Agreement does not request or require a wage or salary history as a condition of being considered for employment, being interviewed, continuing to be considered for an offer of employment, an offer of employment, or an offer of compensation.
4. The Joint Agreement does not request or require an applicant to disclose wage or salary history as a condition of employment.
5. The Joint Agreement does not ask an applicant or applicant's current or previous employers about wage or salary history, including benefits or other compensation.

6. The Joint Agreement does not ask an applicant or applicant's previous employers about claim(s) made or benefit(s) received under the Workers' Compensation Act.
7. The Joint Agreement does not request of an applicant or employee access in any manner to his or her personal online account, such as social networking websites, including a request for passwords to such accounts.
8. The Joint Agreement provides equal employment opportunities to all persons. See policy 5:10, Equal Employment Opportunity and Minority Recruitment.

Sexual Misconduct Related Employment History Review (EHR)

Prior to hiring an applicant for a position involving direct contact with children or students, the Special Education Director shall ensure that an EHR is performed as required by State law. When the applicant is a director candidate, the Board President shall ensure that the EHR is initiated before a successful director candidate is offered employment by the Board.

ACCIDENT REPORTING AND INVESTIGATION

Employees must report any accident or injury to their building administrator 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. The Administration will investigate all accidents and injuries and report to the Director in efforts to prevent any further accidents and injuries.

DRUG AND ALCOHOL FREE WORKPLACE; E-CIGARETTE; TOBACCO; AND CANNABIS PROHIBITION(5:50)

All Joint Agreement and/or Member Joint Agreement 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 Joint Agreement 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 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 premises or while performing work for the Joint Agreement 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 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 Joint Agreement premises means workplace as defined in the Cannabis Regulation and Tax Act (CRTA) in addition to Joint Agreement and/or Member Joint Agreement 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 this 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 premises or while performing work for the Joint Agreement, 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 at a school event regardless of the event's location.

Tobacco has the meaning provided in 105 ILCS 5/10-20.5b.

Cannabis has the meaning provided in the CRTA, 410 ILCS 705/1-10.

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

Joint Agreement Action Upon Violation of Policy

An employee who violates this policy may be subject to disciplinary action, including termination. In addition or alternatively, the Board may require an employee to successfully complete an appropriate drug- or alcohol-abuse rehabilitation program. The Board shall take disciplinary action with respect to an employee convicted of a drug offense in the workplace within 30 days after receiving notice of the conviction. Should Joint Agreement employees be engaged in the performance of work under a federal contract or grant, or under a State contract or grant of \$5,000 or more, the Special Education Director shall notify the appropriate State or federal agency from which the Joint Agreement receives contract or grant monies of the employee's conviction within 10 days after receiving notice of the conviction.

Disclaimer

The Board reserves the right to interpret, revise or discontinue any provision of this policy pursuant to the Suspension of Policies subhead in policy 2:240, Board Policy Development.

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) Pre-Employment As part of the application process. No applicant testing positive will be employed. This includes all applicants for employment and re-employment, whether for temporary, part-time or full-time positions.
- (2) Post-Accident After a work-related accident where judgment, coordination or physical or mental ability may have been impaired.
- (3) Reasonable Suspicion Whenever the Joint Agreement 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.
- (4) Periodic or Random

On an unannounced and random basis for those working in a safety sensitive position.

Drug and Alcohol Testing for School Bus and Commercial Vehicle Drivers

The Joint Agreement shall adhere to federal law and regulations requiring a drug and alcohol testing program for school bus and commercial vehicle drivers.

This program shall comply with the requirements of the Code of Federal Regulations, Title 49 §382 et seq. The Director or designee shall adopt and enact regulations consistent with the federal regulations, defining the circumstances and procedures for the testing.

PUBLIC INFORMATION PROCESS

The Principal and Director are the public relations officers of the school. Contacts with the media should be routed through the Principal first and then the Director. If a member of the media contacts an employee about a school related issue, the Principal and/or Director should be informed.

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.

SOLICITATION AND DISTRIBUTION

Employees may not solicit or distribute literature concerning outside events or activities during the employee's working time or the working time of any employee. (Working time does not include lunch periods, work breaks, or any periods in which employees are not on duty). In addition, the posting of written solicitations or literature on Joint Agreement bulletin boards is restricted. These bulletin boards display important information and employees should consult them frequently for: Employee Announcements, Internal Memoranda, Job Openings, Organization Announcements, Payday Notice, Worker's Compensation Insurance information, etc. If employees have a message of interest to the workplace, they may submit it to administration for approval.

EMPLOYEE ETHICS; CODE OF PROFESSIONAL CONDUCT; AND CONFLICT OF INTEREST (5:120)

All Joint Agreement 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.

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 Joint Agreement'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 Joint Agreement 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 Sexual Harassment 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-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 Sexual Harassment 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:
 1. A sexual or romantic invitation.
 2. Dating or soliciting a date.
 3. Engaging in sexualized or romantic dialog.

4. Making sexually suggestive comments that are directed toward or with a student.
5. Self-disclosure or physical exposure of a sexual, romantic, or erotic nature.
6. 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 Illinois 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 Joint Agreement's agent, is responsible for negotiating one or more contracts, including collective bargaining agreement(s), in the amount of \$1,000 or greater;
5. 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

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

Prohibited Interests; Conflict of Interest; and Limitation of Authority

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

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

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

Employees shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to agreements or contracts. Situations in which the interest is not substantial or the gift is an unsolicited item of nominal value must comply with State law and Board policy 2:105, Ethics and Gift Ban.

School Counselor Gift Ban

School 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 Joint Agreement 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.
8. Travel, lodging, food, and beverage costs incurred by the school counselor and paid by an institution of higher education for attendance by the school counselor of an educational or military program at the institution of higher education.

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 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.

TOBACCO

In keeping with Mid-State Special Education's intent to provide a safe and healthful work environment and in compliance with the Illinois School Code and Smoke-Free Illinois Act, smoking and vaping is **prohibited** in all school buildings, vehicles used for school purposes, and school property. Further, the use of tobacco is prohibited on school property by any employee, student, or other person when such property is being used for any school purposes. "School purposes" include but are not limited to all events or activities or other use of school property that the Board or school officials authorize or permit on school property, including without limitation all interscholastic or extracurricular athletic, academic, or other events sponsored by the Board or in which pupils of the Joint Agreement participate. "Tobacco" shall mean cigarette, e-cigarette, vaping, cigar, or any other electronic nicotine delivery system or tobacco in any other form, including smokeless tobacco which is any loose, cut, shredded, ground, powdered, compressed or leaf tobacco that is intended to be placed in the mouth without being smoked.

This policy applies equally to all employees and visitors.

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. As required by federal law, students will be educated about appropriate online behavior, including but not limited to: (1) interacting with other individuals on social networking websites and in chat rooms, and (2) cyberbullying awareness and response. Staff members may, consistent with the 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

vide 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.

Mid-State Special Education Electronic Networks

The acceptable use policies and procedures of the individual member Joint Agreements shall be followed.

Use of Artificial Intelligence (AI)-Enabled Tools

The Board recognizes that AI-enabled tools are important to enhance student learning, educator effectiveness, and school operations. The use of AI-enabled tools in the Joint Agreement shall be implemented in a safe, ethical, and equitable manner and in accordance with Board policies 1:30, Cooperative Philosophy, and 7:345, Use of Educational Technologies; Student Data Privacy and Security. To implement the use of AI-enabled tools in the Joint Agreement, the Director or designee shall: 1. Develop a Joint Agreement-wide AI Plan that addresses the Joint Agreement's approach to the integration of AI; 2. Based on the Joint Agreement-wide AI Plan, establish AI Responsible Use Guidelines to address the responsible use of AI in the Joint Agreement by students and staff; 3. Ensure that AI-enabled tools comply with State and federal law; 4. Ensure that staff receive training and students receive instruction on the use of AI, as appropriate; and 5. Review the Joint Agreement's AI Plan and AI Responsible Use Guidelines on an annual basis and update them as needed.

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, will result in the loss of privileges, disciplinary action, and/or appropriate legal action.

Access to Member Joint Agreement Electronic Networks

For those Joint Agreement employees working in member Joint Agreements, Joint Agreement employees are also to comply with member Joint Agreement electronic network policies.

PERSONAL TECHNOLOGY AND SOCIAL MEDIA; USAGE AND CONDUCT (5:125)

Definitions

Includes- Means "includes without limitations" 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, X (formerly Twitter), Threads, Instagram, TikTok, Snapchat, Discord, 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, smartwatches, and other devices.

Usage and Conduct

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

1. Adhere to the high standards for Professional and Appropriate Conduct required by Board policy 5:120, Employee Ethics; Code of Professional 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 Board policies 5:20, Workplace Harassment Prohibited; 5:100, Staff Development Program; 5:120, Employee Ethics; Code of Professional Conduct; and Conflict of Interest; 6:235, Access to Electronic Networks; and 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.
6. Not disclose confidential information, including but not limited to school student records (e.g., student work, photographs of students, names of students, or any other personally identifiable information about students) or personnel records, in compliance with Board 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 Joint Agreement. 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 Joint Agreements.

Employee Monitoring

Employees are cautioned that they should have no expectation of privacy while using the Internet and technology provided by the Joint Agreement. 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 Joint Agreement blogging rules and guidelines.

The Special Education Director shall:

1. Inform Joint Agreement employees about this policy during the in-service on educator ethics, teacher-student conduct, and school employee-student conduct required by policy 5:120, Employee Ethics; Code of Professional Conduct; and Conflict of Interest.
2. Annually
 - a. Provide their building 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.

Mid-State Special Education maintains photocopiers, facsimile machines, and printers. Utilization of these technical resources is not to be conducted in any way that may be disruptive to Mid-State Special Education operations or in violation of Mid-State Special Education policy or law.

Mid-State Special Education technical resources are provided exclusively to assist in the conduct of the Joint Agreement's business; however, occasional use of technical resources for personal purposes is permissible so long as it does not interfere with business or the employee's assigned duties, is not related to outside school business activities, does not conflict the Joint Agreement's policy or law, and is approved by the building principal.

Information sent and stored on facsimile machines is the property of Mid-State Special Education. By using the Joint Agreement's technical resources, all individuals knowingly and voluntarily consent to their usage being monitored and acknowledge the Joint Agreement's right to conduct such monitoring. Individuals should not expect that facsimile transmissions are confidential or private, and should be aware that all types of business records are subject to inspection, review, or disclosure without prior notice for any business purpose or as required by law. In general, these communications are treated no differently than any other business record or correspondence, and may be used in administrative, judicial, or other proceedings.

SCHEDULES & EMPLOYMENT YEAR *EDUCATIONAL SUPPORT PERSONNEL (5:300)

The Special Education Director or designee shall supervise a process for setting work schedules and an employment year for educational support employees in accordance with State and federal law, School Board policy, and applicable agreements and shall:

1. Assign each employee one supervisor who will establish a work schedule, including breaks, as required by building or Joint Agreement needs, work load, and the efficient management of human resources;
2. Allow for the ability to respond to changing circumstances by altering work schedules as needed; and
3. Consider the well-being of the employee. The Special Education Director or designee's approval is required to establish a flexible work schedule or job-sharing.

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

PUBLIC RELATIONS AND TELEPHONE CALLS

It is important that Joint Agreement phones be kept clear for Joint Agreement business. Personal calls are acceptable; however, proper discretion is advised. First impressions are very important and when answering the phone employees shall greet the caller with "Good Morning or Good Afternoon, **Mid-State Special Education**, John/Jane Doe speaking." Employees who answer the phone should do so promptly and in a businesslike manner. Employees will be held responsible for paying for all non-business-related long distance phone calls.

CELLULAR PHONE POLICY

This policy outlines the use of personal cell phones at work, the personal use of Joint Agreement cell phones and the safe use of cell phones by employees. This policy applies to phone calls, text messaging, pictures, etc. Mid-State Special Education does not expect employees to use their personal cell phones for business use.

Personal Cellular Phones

While at work employees are expected to exercise the same discretion in using personal cellular phones as is expected for the use of Joint Agreement 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 Joint Agreement's policy. Flexibility will be provided in circumstances demanding immediate attention.

The Joint Agreement will not be liable for the loss of personal cellular phones brought into the workplace.

Personal Use of Joint Agreement-Provided Cellular Phones

Where job responsibilities or Joint Agreement needs demand immediate access to an employee the Joint Agreement may issue a Joint Agreement cell phone to an employee for Joint Agreement-related communications. In order to protect the employee from incurring a tax liability for the personal use of this equipment, employees will be required to reimburse the Joint Agreement for any personal calls on a Joint Agreement issued cell phone. Phone logs will be audited regularly to ensure compliance with this policy.

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. Company owned electronic devices may be monitored to ensure compliance with the policy.

Employees whose job responsibilities do not specifically include driving as an essential function, but who are issued a cell phone for business use, are also expected to abide by the provisions above. 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.
(Violations of this policy will be subject to discipline up to and including termination.)

JOINT AGREEMENT TOOLS AND EQUIPMENT

The Joint Agreement may supply all equipment, tools, or other items to assist in the performance of duties. All items shall be collected at the end of the workday and returned to their proper location.

JOINT AGREEMENT VEHICLES

All employees must get authorization to use Joint Agreement vehicles. When using Joint Agreement vehicles, employees must follow all state and Federal laws. Employees shall pay any tickets in violation of the law. An employee must agree to pre-employment and regular checks of MVR and are required to maintain a good driving record in order to drive Joint Agreement vehicles.

PARKING

All employees shall park on Joint Agreement premises in a designated area. Employees will refrain from parking in designated visitor parking and handicap parking spaces.

DRESS STANDARDS

The Joint Agreement's 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. Good grooming and tasteful attire is essential.

Please see specific department's uniform and personal appearance 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.

BLOODBORNE PATHOGENS

The Joint Agreement recognizes the potential risk its staff has to accidental occupational exposure to bloodborne pathogens and desires to educate and protect employees to minimize the possibility of exposure. The Bloodborne Pathogens Exposure Control Plan contains specific information regarding the Joint Agreement's policies and procedures.

All employees of the Joint Agreement are instructed as to the correct handling of body fluids and tissue. All positions in the Joint Agreement have been categorized into classifications to determine the likelihood of occupational exposure to blood, body fluids or tissue from other people. Classification I employees hold positions in which required tasks routinely involve a potential for that exposure. These employees and all others who are involved in an exposure incident are entitled to receive vaccinations for Hepatitis B at the Joint Agreement's expense. Classification I employees receive a handbook and appropriate cleanup materials to properly handle incidents.

ADMINISTERING MEDICINES TO STUDENTS (7:270)

Students should not take medication during school hours or during school-related activities unless it is necessary for a student's health and well-being. When a student's licensed health care provider and parent/guardian believe that it is necessary for the student to take a medication during school hours or school-related activities, the parent/guardian must request that the school dispense the medication to the child and otherwise follow the Public Day School's procedures on dispensing medication.

No Mid-State employee shall administer to any student, or supervise a student's self-administration of, any prescription or non-prescription medication until a completed and signed

School Medication Authorization Form (SMA Form) is submitted by the student's parent/guardian. No student shall possess or consume any prescription or non-prescription medication on school grounds or at a school-related function other than as provided for in this policy and its implementing procedures. Nothing in this policy shall prohibit any school employee from providing emergency assistance to students, including administering medication. The Building Principal shall include this policy in the Student Handbook and shall provide a copy to the parents/guardians of students.

Self-Administration of Medication

A student may possess and self-administer an epinephrine injector, e.g., EpiPen®, and/or asthma medication prescribed for use at the student's discretion, provided the student's parent/guardian has completed and signed an SMA Form. The Director or designee will ensure an Emergency Action Plan is developed for each self-administering student. A student may self-administer medication required under a qualifying plan, provided the student's parent/guardian has completed and signed an SMA Form. A qualifying plan means: (1) an asthma action plan, (2) an Individual Health Care Action Plan, (3) an allergy emergency action plan, (4) a plan pursuant to Section 504 of the federal Rehabilitation Act of 1973, or (5) a plan pursuant to the federal Individuals with Disabilities Education Act. A student may also possess the supplies and equipment necessary to monitor and treat diabetes in accordance with the student's diabetes care plan and/or the supplies, equipment, and medication necessary to treat epilepsy in accordance with the student's seizure action plan. The Joint Agreement shall incur no liability, except for willful and wanton conduct, as a result of any injury arising from a student's self-administration of medication, including asthma medication or epinephrine injectors, or medication required under a qualifying plan. A student's parent/guardian must indemnify and hold harmless the Joint Agreement and its employees and agents, against any claims, except a claim based on willful and wanton conduct, arising out of a student's self-administration of an epinephrine injector, asthma medication, and/or a medication required under a qualifying plan. If Mid-State Special Education is contracting nursing services with a member Joint Agreement, that nurse will maintain a supply of undesignated asthma medication, epinephrine injectors, opioid antagonists, oxygen tanks, and glucagon as required below:

Mid-State Special Education Public Day School Supply of Undesignated Asthma Medication

The Director or designee shall implement 105 ILCS 5/22-30(f) and maintain a supply of undesignated asthma medication in the name of Mid-State Special Education and provide or administer them as necessary according to State law. Undesignated asthma medication means an asthma medication prescribed in the name of the Mid-State Special Education Day school or the Resident Joint Agreement. A school nurse or trained personnel, as defined in State law, may administer an undesignated asthma medication to a person when they, in good faith, believe a person is having respiratory distress. Respiratory distress may be characterized as mild-to-moderate or severe. Each building administrator and/or his or her corresponding school nurse shall maintain the names of trained personnel who have received a statement of certification pursuant to State law.

Mid-State Special Education Public Day School Supply of Undesignated Epinephrine Injectors

The Director or designee shall implement 105 ILCS 5/22-30(f) and maintain a supply of undesignated epinephrine injectors in the name of Mid-State Special Education and provide or administer them as necessary according to State law. Undesignated epinephrine injector means an epinephrine injector prescribed in the name of the Mid-State Special Education or the Resident Joint Agreement. A school nurse or trained personnel, as defined in State law, may administer an undesignated epinephrine injector to a person when they, in good faith, believe a person is having an anaphylactic reaction. Each building administrator and/or his or her

corresponding school nurse shall maintain the names of trained personnel who have received a statement of certification pursuant to State law.

Mid-State Special Education Public Day School School Joint Agreement Supply of Undesignated Opioid Antagonists

The Director or designee shall implement 105 ILCS 5/22-30(f) and maintain a supply of undesignated opioid antagonists and provide or administer them as necessary according to State law. Opioid antagonist means a drug that binds to opioid receptors and blocks or inhibits the effect of opioids acting on those receptors, including, but not limited to, naloxone hydrochloride or any other similarly acting drug approved by the U.S. Food and Drug Administration. Undesignated opioid antagonist is not defined by the School Code; for purposes of this policy it means an opioid antagonist prescribed in the name of the Mid-State Special Education or the Resident Joint Agreement or obtained by the Resident Joint Agreement without a prescription. A school nurse or trained personnel, as defined in State law, may administer an undesignated opioid antagonist to a person when they, in good faith, believe a person is having an opioid overdose. Each building administrator and/or his or her corresponding school nurse shall maintain the names of trained personnel who have received a statement of certification pursuant to State law. See the website for the Ill. Dept. of Human Services for information about opioid prevention, abuse, public awareness, and a toll-free number to provide information and referral services for persons with questions concerning substance abuse treatment.

Mid-State Special Education Public Day School Supply of Undesignated Oxygen

Tanks In schools where Mid-State Special Education maintains special educational facilities, the Director or designee shall implement 105 ILCS 5/22-30(f) and maintain a supply of undesignated oxygen tanks in the name of Mid-State Special Education or the Resident Joint Agreement and provide or administer them as necessary. The supply shall be maintained in accordance with manufacturer instructions and local fire department rules.

Mid-State Special Education Public Day School Supply of Undesignated Glucagon

The Director or designee shall implement 105 ILCS 145/27 and maintain a supply of undesignated glucagon in the name of Mid-State Special Education or the Resident Joint Agreement in accordance with manufacturer's instructions. When a student's prescribed glucagon is not available or has expired, a school nurse or delegated care aide may administer undesignated glucagon only if he or she is authorized to do so by a student's diabetes care plan.

Administration of Medical Cannabis

The Compassionate Use of Medical Cannabis Program Act allows a medical cannabis infused product to be administered to a student by one or more of the following individuals:

1. A parent/guardian of a student who is a minor who registers with the Ill. Dept. of Public Health (IDPH) as a designated caregiver to administer medical cannabis to their child. A designated caregiver may also be another individual other than the student's parent/guardian. Any designated caregiver must be at least 21 years old and is allowed to administer a medical cannabis infused product to a child who is a student on the premises of his or her school or on his or her school bus if:
 - a. Both the student and the designated caregiver possess valid registry identification cards issued by IDPH;
 - b. Copies of the registry identification cards are provided to the Joint Agreement;
 - c. That student's parent/guardian completed, signed, and submitted a School Medication Authorization Form - Medical Cannabis; and

- d. After administering the product to the student, the designated caregiver immediately removes it from school premises or the school bus.
2. A properly trained school nurse or administrator, who shall be allowed to administer the medical cannabis infused product to the student on the premises of the child's school, at a school sponsored activity, or before/after normal school activities, including while the student is in before-school or after-school care on school-operated property or while being transported on a school bus.
3. The student him or herself when the self-administration takes place under the direct supervision of a school nurse or administrator.

Medical cannabis infused product (product) includes oils, ointments, foods, and other products that contain usable cannabis but are not smoked or vaped. Smoking and/or vaping medical cannabis is prohibited. The product may not be administered in a manner that, in the opinion of the Mid-State Special Education or Resident Joint Agreement, would create a disruption to the educational environment or cause exposure of the product to other students. A school employee shall not be required to administer the product. Discipline of a student for being administered a product by a designated caregiver, or by a school nurse or administrator, or who self-administers a product under the direct supervision of a school nurse or administrator pursuant to this policy is prohibited. The Joint Agreement may not deny a student attendance at a school solely because he or she requires administration of the product during school hours.

Void Policy

Mid-State Special Education Supply of Undesignated Asthma Medication section of the policy is void whenever the Director or designee is, for whatever reason, unable to: (1) obtain for Mid-State Special Education a prescription for undesignated asthma medication from a physician or advanced practice nurse licensed to practice medicine in all its branches, or (2) fill Mid-State Special Education's prescription for undesignated school asthma medication.

Mid-State Special Education Supply of Undesignated Epinephrine Injectors section of the policy is void whenever the Director or designee is, for whatever reason, unable to: (1) obtain for Mid-State Special Education a prescription for undesignated epinephrine injectors from a physician or advanced practice nurse licensed to practice medicine in all its branches, or (2) fill the Mid-State Special Education's prescription for undesignated school epinephrine injectors.

Mid-State Special Education Supply of Undesignated Opioid Antagonists section of the policy is void whenever the Director or designee is unable to obtain a supply of opioid antagonists due to a shortage, in which case Mid-State Special Education shall make reasonable efforts to maintain a supply.

Mid-State Special Education Supply of Undesignated Oxygen Tanks section of the policy is void whenever the Director or designee is, for whatever reason, unable to: (1) obtain for Mid-State Special Education a prescription for oxygen tanks from a qualifying prescriber, or (2) fill the Mid-State Special Education's prescription for undesignated oxygen tanks.

Mid-State Special Education Supply of Undesignated Glucagon section of the policy is void whenever the Director or designee is, for whatever reason, unable to: (1) obtain for Mid-State Special Education a prescription for glucagon from a qualifying prescriber, or (2) fill the Mid-State Special Education's prescription for undesignated school glucagon.

The Administration of Medical Cannabis section of the policy is void and the Joint Agreement reserves the right not to implement it if the Joint Agreement or school is in danger of losing federal funding.

Administration of Undesignated Medication Upon any administration of an undesignated medication permitted by State law, the Director or designee(s) must ensure all notifications required by State law and administrative procedures occur. Undesignated Medication Disclaimers Upon implementation of this policy, the protections from liability and hold harmless provisions applicable under State law apply. No one, including without limitation, parents/guardians of students, should rely on Mid-State Special Education for the availability of undesignated medication. This policy does not guarantee the availability of undesignated medications. Students and their parents/guardians should consult their own physician regarding these medication(s).

VISITORS TO AND CONDUCT ON SCHOOL PROPERTY (8:30)

The following definitions apply to this policy:

School property – Joint Agreement and/or Member Joint Agreement 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.

Visitor - Any person other than a Joint Agreement employee.

All visitors to school property are required to report to the main entrance and receive permission to enter and remain on school property. Visitor access to areas of the school property will be determined by the Director or Principal. All visitors must sign a visitors' log, show identification, and comply with current health requirements. All visitors are also subject to hand-held metal detector screenings, per the policy on search procedures. On those occasions when large groups of parents/guardians, friends, and/or community members are invited onto school property or when community members are attending Board meetings, visitors are not required to sign in but must follow school officials' instructions. Persons on school property without permission will be directed to leave and may be subject to criminal prosecution. Except as provided in the next paragraph, any person wishing to confer with a staff member should contact that staff member to make an appointment. Requests to access a school building, facility, and/or educational program, or to interview personnel or a student for purposes of assessing the student's special education needs, should be made at the appropriate building. Access shall be facilitated according to guidelines from the Director or designee.

The Joint Agreement and Member Joint Agreements expect mutual respect, civility, and orderly conduct among all people on school property or at a school event. No person on school property or at a school event (including visitors, students, and employees) shall perform any of the following acts:

1. Strike, injure, threaten, harass, or intimidate a staff member, a Board member, sports official or coach, or any other person;
2. Behave in an unsportsmanlike manner, or use vulgar or obscene language;
3. Unless specifically permitted by State law, possess a weapon, any object that can reasonably be considered a weapon or looks like a weapon, or any dangerous device;
4. Damage or threaten to damage another's property;
5. Damage or deface School Joint Agreement property;
6. Violate any Illinois law, or town or county ordinance;
7. Smoke or otherwise use tobacco products;
8. Distribute, consume, use, possess, or be impaired by or under the influence of an alcoholic beverage, cannabis, other lawful product, or illegal drug.

9. Be present when the person's alcoholic beverage, cannabis, other lawful product, or illegal drug consumption is detectible, regardless of when and/or where the use occurred. 1
10. 0. Use or possess medical cannabis, unless he or she has complied with policy 7:270, Administering Medicines to Students, implementing Ashley's Law.
11. Impede, delay, disrupt, or otherwise interfere with any school activity or function (including using cellular phones in a disruptive manner).
12. Enter upon any portion of school premises at any time for purposes other than those that are lawful and authorized by the Board.
13. Operate a motor vehicle: (a) in a risky manner, (b) in excess of 20 miles per hour, or (c) in violation of an authorized Joint Agreement or Member Joint Agreement employee's directive.
14. Engage in any risky behavior, including roller-blading, roller-skating, or skateboarding.
15. Violate other Joint Agreement or Member Joint Agreement policies or regulations, or a directive from an authorized security officer, Joint Agreement, or Joint Agreement employee.
16. Engage in any conduct that interferes with, disrupts, or adversely affects the Joint Agreement, Member Joint Agreement or a School function.

Convicted Child Sex Offender

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

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

In all cases, the Director, Superintendent, or designee who is a certified employee, shall supervise a child sex offender whenever the offender is in a child's vicinity.

Exclusive Bargaining Representative Agent

Upon notifying the Building Principal's office, authorized agents of an exclusive bargaining representative will be provided reasonable access to employees in the bargaining unit they represent in accordance with State law. Such access shall be conducted in a manner that will not impede the normal operations of the Joint Agreement or Member Joint Agreement.

Enforcement

Any staff member may request identification from any person on school grounds or in any school building; refusal to provide such information is a criminal act. The Building Principal or designee shall seek the immediate removal of any person who refuses to provide requested identification.

Any person who engages in conduct prohibited by this policy may be ejected from school property. The person is also subject to being denied admission to school events or meetings for up to one calendar year.

Procedures to Deny Future Admission to School Events or Meetings

Before any person may be denied admission to athletic or extracurricular school events, the person has a right to a hearing before the Board. The Director or Superintendent may refuse the person admission pending such hearing. The Director or Superintendent or designee must provide the person with a hearing notice, delivered or sent by certified mail with return receipt requested, at least ten days before the Board hearing date. The hearing notice must contain: 1

1. The date, time, and place of the Board hearing,
2. A description of the prohibited conduct,
3. The proposed time period that admission to school events will be denied, and
4. Instructions on how to waive a hearing.

Employment Status

Employment Status

PROFESSIONAL PERSONNEL QUALIFICATIONS *PROFESSIONAL PERSONNEL (5:190)

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 teachers be appropriately certified and highly qualified for their assignments;
2. Through incentives for voluntary transfers, professional development, recruiting programs, or other effective strategies, ensure that minority students and students from low-income families are not taught at higher rates than other students by unqualified, out-of-field, or inexperienced teachers; and

DUTIES & QUALIFICATIONS *EDUCATIONAL SUPPORT PERSONNEL (5:280)

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 School 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
3. For non-teaching duties not requiring instructional judgment or student evaluation.

Nothing in this policy prevents a educational support person from serving as a guest lecturer or resource person under a certificated teacher's direction and with the administration's approval.

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.

TERMS AND CONDITIONS OF EMPLOYMENT AND DISMISSAL * PROFESSIONAL PERSONNEL (5:200)

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.

School Day

Professional Personnel are required to be present the standard work day of 8:00 a.m. to 4:00 p.m. with adjustments to accommodate district and school needs. Professional Personnel employed for at least four hours per day shall receive a duty-free lunch equivalent to the student lunch period, or 30 minutes, whichever is longer.

Salary

Professional Personnel shall be paid according to the salaries fixed by the Board, but in no case less than the minimum salary provided by the School Code. Bachelor 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 *Professional Personnel (5:200)

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.

Evaluation

The Joint Agreements evaluation system will be conducted under the plan developed pursuant to State law.

EMPLOYMENT TERMINATION AND SUSPENSIONS *EDUCATIONAL SUPPORT PERSONNEL (5:290)

Resignation

An employee is requested to provide at least two weeks' notice of a resignation. A resignation notice cannot be revoked once given.

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.

Any vacancies for the following school term or within one calendar year from the beginning of the following school term, shall be offered to the employees so removed or dismissed from that category or any other category of position provided they are qualified to hold such positions.

Final Paycheck

A terminating employee's final paycheck will be adjusted for any unused, earned vacation credit. Employees are paid for all unused, earned vacation. Terminating employees will receive their final pay on the next regular payday following the date of termination, except that an employee dismissed due to a reduction in force shall receive his or her final paycheck on or before the third business day following the last day of employment.

Suspension

Except as provided below, the Special Education Director or Assistant Director is authorized to suspend an employee without pay as a disciplinary measure, during an investigation into allegations of misconduct, or pending a dismissal hearing whenever, in the Special Education Director's or Assistant Director's judgment, the employee's presence is detrimental to the Joint Agreement. A disciplinary suspension shall be with pay: (1) when the employee is exempt from the overtime provisions of the federal wage and hour laws, or (2) until an employee with an employment contract for a definite term is provided a notice and hearing according to the suspension policy for professional employees. Upon receipt of a recommendation from the Ill. Dept. Children and Family Services (DCFS) that the Joint Agreement remove an employee from his or her position when he or she is the subject of a pending DCFS investigation that relates to his or her employment with the Joint Agreement, the Executive Committee or Special Education Director or designee, in consultation with the Board Attorney, will determine whether to:

1. Let the employee remain in his or her position pending the outcome of the investigation; or
2. Remove the employee as recommended, proceeding with:
 - a. A suspension with pay; or
 - b. A suspension without pay

Any criminal conviction resulting from the investigation or allegations shall require the employee to repay to the Joint agreement all compensation and the value of all benefits received by the employee during the suspension. The Special Education Director will notify the employee of this requirement when the employee is suspended.

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 and on the Joint Agreement. 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 supervisor 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. Absence of three working days without reporting will be considered a voluntary resignation.

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 to be turned into the Unit Office as soon as possible in order to keep employment records current.

COMPENSATION POLICIES

Compensation Policies

PAYROLL PERIOD/TIME CARDS/PAY DAY

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.

MEAL & BREAK PERIODS *EDUCATIONAL SUPPORT PERSONNEL (5:300)

An employee who works at least 7.5 continuous hours shall receive a 30-minute duty-free meal break that begins within the first 5 hours of the employee's workday.

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.

Additional Requirements for Travel Expenses Charged to Federal and State Grants

All grant-related travel expenses must be pre-approved by the Director or designee. Expenses for travel, including expenses for transportation, lodging, meals, and related items incurred by employees and charged to a federal grant or State grant governed by the Grant Accountability and Transparency Act (30 ILCS 708/) must also meet the following requirements: 1. The participation of the employee is necessary to the award, and the costs are specifically related to the award. 2. Expenses must be permissible under the terms and conditions of the award. 3. Expenses must be reasonable and consistent with this policy. 4. The Board does not reimburse actual expenses or pay a per diem allowance unless the employee is on official travel status for more than 12 hours. However, employees remain eligible for mileage reimbursement (minus regular commuting mileage/costs) and other transportation expenses if on travel status less than 12 hours. 5. Expenses may be charged based on an actual cost basis or on a per diem basis in lieu of actual costs incurred; however, only one method may be applied per trip. Commercial airfare costs in excess of the least expensive coach or economy class are prohibited except when such accommodations would: (1) require circuitous routing; (2) require travel during unreasonable hours; (3) excessively prolong travel; (4) result in additional costs that would offset transportation savings; or (5) offer accommodations not reasonably adequate for the traveler's medical needs. Qualifying circumstances must be explained on the expense form, and Board approval of the additional expense is required. 7. Per diem rates and actual reimbursement amounts for mileage, meals, and lodging may not exceed the rates established by the Governor's Travel Control Board or federal travel regulations, whichever is less. These limits do not apply when: (1) an employee stays in the lowest-priced room available at or near a hotel where a conference or seminar is located or in accommodations arranged by the conference/seminar organization, or (2) lodging at or below the established rate is unavailable. In those cases, the employee will be reimbursed for actual lodging expenses with prior approval, but in no case will the reimbursement exceed 300% of the applicable maximum per diem rate. If a conference fee includes a meal, the meal or per diem allowance will be reduced by the actual value of the meal or the applicable meal allowance, whichever is less. 8. Employees must use the least expensive compact car available when using a rental car for travel, unless an exception is approved. The Board does not reimburse employees for collision damage waiver or theft insurance. 9. The Board will reimburse travel expenses not chargeable to an award from other Joint Agreement funds consistent with this policy.

Benefits

Benefits

HOLIDAYS *EDUCATIONAL SUPPORT PERSONNEL (5:330)

All 12-month, non-exempt employees 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 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.

SICK LEAVE *EDUCATIONAL SUPPORT PERSONNEL AND PROFESSIONAL PERSONNEL (5:330)

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

PERSONAL LEAVE *EDUCATIONAL SUPPORT PERSONNEL AND PROFESSIONAL PERSONNEL (5:330)

All 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 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

VACATION *EDUCATIONAL SUPPORT PERSONNEL AND PROFESSIONAL PERSONNEL (5:330)

All 12-month, non-exempt employees, shall be eligible for paid vacation days according to the following schedule:

Length of Employment Maximum Vacation Leave Earned Per Year

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 days will be requested and approved in advance by the Special Education Director or Designee to ensure Joint Agreement operations are not disrupted. Vacation time may be taken in a minimum of quarter-day, half-day and/or full-day increments. Vacation days earned are to be used within the year of the employees anniversary. Employees resigning or whose employment is terminated are entitled to the monetary equivalent of all earned vacation.

FAMILY BEREAVEMENT LEAVE *PROFESSIONAL PERSONNEL AND PROFESSIONAL PERSONNEL (5:250)

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

Effective Date: 6/4/2025

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.

Educational support personnel receive family bereavement leave on the same terms and conditions granted professional staff.

Child Extended Bereavement Leave

Unpaid leave from work is available to employees who experience the loss of a child by suicide or homicide. The Child Extended Bereavement Leave Act governs the duration, scheduling, continuity of benefits, and all other terms of the leave. Accordingly, if the Joint Agreement employs 250 or more employees on a full-time basis, an employee is entitled to a total of 12 weeks of unpaid leave within one year after the employee notifies the Joint Agreement of the loss. An employee may elect to substitute other forms of leave to which the employee is entitled for the leave provided under the Child Extended Bereavement Leave Act.

COMPENSATORY TIME-OFF *EDUCATIONAL SUPPORT PERSONNEL (5:310)

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

HEALTH INSURANCE

The Joint Agreement provides a group health insurance plan for all eligible full-time employees. The Joint Agreement may pay a portion of health insurance premiums for each eligible full-time employee. Employees may purchase dependent coverage at an additional cost. **See official plan documents for complete details.**

LIFE INSURANCE

The Joint Agreement may provide Life Insurance for eligible full-time employees. **See official plan documents for complete details.**

DENTAL INSURANCE

The Joint Agreement provides a group dental insurance plan for all eligible full-time employees. The Joint Agreement may pay a portion of dental insurance premiums for each eligible full-time employee. Employees may purchase dependent coverage at an additional cost. **See official plan documents or Insurance administrator for complete details.**

RETIREMENT *PROFESSIONAL PERSONNEL (5:210)

Professional personnel may resign at any time with consent of the Executive Committee. No professional personnel may resign during the school term in order to accept another certified or licensed position without the consent of the Executive Committee. Professional personnel may resign outside of a school term if the employee 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. Professional personnel 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 personnel and licensed employees may resign during their contract period only with the Executive Committee's consent.

Retirement Incentive This incentive is available for professional personnel retiring under the Illinois Teacher Retirement System 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 and regulations unless the Director has obtained said proof directly. 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 compensated 106% 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. 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.

Sick Leave Balloon

This incentive is available for professional staff members retiring under the Illinois Teacher Retirement System. The employee incentive and qualifications required for this incentive are detailed below: Professional staff members that: Meet the minimum Teacher Retirement System requirements Submit an irrevocable letter of resignation for retirement by January 1 of the year in which the plan will commence (which must be more than 4 years prior to retirement) Accumulated at least 100 sick days while working for Mid-State Special Education at the time the letter being submitted.

Incentive: Mid-State Special Education will grant 100 additional sick days plus 5 sick days per Mid-State Special Education service years, not to exceed 340 sick days. These days will be given prior to the beginning of the 4th year prior to retirement in a lump sum. Employees will continue to accumulate their normal allotment of sick and personal days during this 4-year period. Example: If the irrevocable letter stating the employee's intent to retire is provided to the Mid-State Executive Board on or before January 1, 2026, the employee will receive their sick leave balloon before the end of that school year. The employee will then work the 2026-2027, 2027-2028, 2028- 2029, and 2029-2030 school year; retiring at the end of the school year in 2030.

RETIREMENT *EDUCATIONAL SUPPORT PERSONNEL (5:292)

An employee planning to retire should notify the Director at least two months before the retirement date.

Retirement Incentive

This incentive is available for Educational Support Personnel retiring under the Illinois Municipal Retirement Fund.

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 IMRF without penalty or accelerated payment (as defined in current IMRF rules)
 - Have at least 15 years of employment with Mid-State Special Education at the time of 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 IMRF that he/she has applied and been accepted for an annuity under the IMRF rules and regulations unless the Director has obtained said proof directly.
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 compensated 106% of the previous year's base compensation. Base compensation is defined as the hourly rate amount prior to the addition of the payment to IMRF. 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.

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 non-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, when an employee is five (5) or less years from eligibility for an IMRF annuity, the employee's creditable earnings from employment in the District, shall not exceed an increase of more than six percent (6%) from year to year, with the exception of IMRF allowable exemptions.

Sick Leave Balloon

This incentive is available for Educational Support Personnel retiring under the Illinois Municipal Retirement Fund. The employee incentive and qualifications required for this incentive are detailed below:

Educational Support Personnel:

- Meet the minimum Illinois Municipal Retirement Fund Requirements
- Submit an irrevocable letter of resignation for retirement by January 1 of the year in which the plan will commence (which must be more than 4 years prior to retirement)

- Accumulated at least 60 sick days while working for Mid-State Special Education at the time of the letter being submitted.

Incentive: Mid-State Special Education will grant 60 additional sick days plus 5 sick days per Mid-State Special Education service years, not to exceed 240 sick days. These days will be given prior to the beginning of the 4th year prior to retirement in a lump sum. Employees will continue to accumulate their normal allotment of sick, personal, and vacation days during this 4 year period.

Example: If the irrevocable letter stating the employees intent to retire is provided to the Mid-State Executive Board on or before January 1, 2026, the employee will receive their sick leave balloon before the end of that school year. The employee will then work the 2026-2027, 2027-2028, 2027-2028, and the 2029-2030 school year : retiring at the end of the school year in 2030.

ILLINOIS MUNICIPAL RETIREMENT FUND

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.

ANCILLARY INSURANCE COVERAGE

Employees interested in disability, cancer, or intensive care insurance may purchase this on their own running the premiums through the Joint Agreement's payroll deduction program. The Joint Agreement offers this as an administrative service only to the employee. Inquires relating to any ancillary insurance should be directed to the insurance agent. The Joint Agreement 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 office.

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 Joint Agreement'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.

The Joint Agreement 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 dependant under the plan

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, which is from November to December of each year. 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.

COURT DUTY (5:80)

The Joint Agreement will deduct any fees that an employee receives for court duty, less mileage and meal expenses, from the employee's compensation, or make arrangements for the employee to endorse the fee check to the Joint Agreement. 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.

LEAVE OF ABSENCE WITHOUT PAY

The Executive Committee may grant a leave of absence without pay to employees who have rendered satisfactory service and desire to return to employment in a similar capacity at a time determined by the Executive Committee.

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 Joint Agreement 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 Joint Agreement;
- 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 Joint Agreement have so changed as to make it impossible or unreasonable to do so.

PERFORMANCE EVALUATION *EDUCATIONAL SUPPORT PERSONNEL (5:320)

The Special Education Director is responsible for designing and implementing a program for evaluating the job performance of each educational support staff member according to standards contained in Governing Board policies as well as in compliance with State law and any applicable employee handbook and/or collective bargaining 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.

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 child, 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, parent, or child. (see definition below)
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.

"Serious Health Condition" – A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

An employee may be permitted to work on an intermittent or reduced-leave schedule in accordance with 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.

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.

Notice

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.

Conditions of Family and Medical Leave of Absence

The following conditions apply to a leave of absence pursuant to this policy:

1. In its discretion, the Joint Agreement may require an employee taking an approved leave of absence to periodically report on his or her status and intention to return to work.
2. An employee taking leave of absence may not engage in other work or employment during the leave of absence. If an employee engages in other work or employment during the leave of absence, the employee will be considered to have violated the terms of the leave of absence, and to have voluntarily terminated his or her employment with the Joint Agreement.

3. If an employee is granted a leave of absence on an intermittent basis or on a reduced schedule basis, the Joint Agreement may require the employee to temporarily transfer to an alternative position that accommodates the employee's recurring absences or part-time schedule.
4. When applicable, spouses that are both employed by the Joint Agreement are entitled to 12 work weeks of leave in total if the leave is for the birth, adoption, or for the care of or placement of a child, or to care for a parent with a serious health condition.; and
5. If at the time of applying for a leave of absence or during the leave of absence the employee intends not to return to work or decides not to return to work after the completion of the leave of absence, the employee will be liable and required to reimburse the Joint Agreement for the cost of payments made to maintain the employee's benefits during the leave of absence.

Return to Work

If returning from FMLA leave occasioned by the employee's own serious health condition, the employee is required to obtain and present certification from the employee's health care provider that he or she is able to resume work. An employee returning from FMLA leave will be given an equivalent position to his or her position before the leave, subject to: (1) permissible limitations the Joint Agreement may impose as provided in the FMLA or implementing regulations, and (2) the Joint Agreement's reassignment policies and practices. Classroom teachers may be required to wait to return to work until the next semester in certain situations as provided by the FMLA regulations.

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 Joint Agreement 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.

Implementing Procedures

The Director or designee shall ensure that: (1) all required notices and responses to leave requests are provided to employees in accordance with the FMLA; and (2) this policy is implemented in accordance with the FMLA. In the event of a conflict between the policy and the FMLA or its regulations, the latter shall control. The terms used in this policy shall be defined as in the FMLA regulations.

VICTIMS' ECONOMIC SECURITY AND SAFETY ACT

Leaves for Victims of Domestic Violence, Sexual Violence, or Gender Violence

An unpaid leave from work is available to any staff member who: (1) is a victim of domestic violence, sexual violence, 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, and to grieve and attend to matters necessitated by the death of a family or household member who is killed in a crime of violence, without suffering adverse employment action. The Victims' Economic Security and Safety Act (VESSA) governs the purpose, requirements, scheduling, and continuity of benefits, and all other terms of the leave. Accordingly, if the Joint Agreement employs at least 50 employees, and subject to any exceptions in VESSA, 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.).

General Rules Of Conduct

To assure orderly operations and provide the best possible work environment, the Joint Agreement expects employees to follow rules of conduct, performance, and attendance. This will protect the interests of all employees and the Joint Agreement.

For the guidance of all employees, listed below are some rules of conduct, performance and attendance. Violation of any of these rules may result in disciplinary action, including discharge, at the Joint Agreement's discretion. This list is by way of illustration only and should not be deemed to limit the Joint Agreements right to discipline or discharge for other reasons not specifically listed.

The following acts are prohibited and constitute violations of Joint Agreement Rules of Conduct.

1. Possession of any dangerous weapon or explosive device while on Joint Agreement property.
2. Reporting to work under the influence of, or introducing, possessing, or using on Joint Agreement property, any intoxicating or controlled substance (including drug paraphernalia) not prescribed by a licensed physician. Employees with prescription drugs, which could impair motor function, must advise their administrator when first reporting for work after receiving such a prescription.
3. Fighting with, threatening, intimidating, coercing, physically abusing or interfering with another employee or persons doing business with the Joint Agreement.
4. Taking or receiving, without authorization, goods, materials, equipment or property belonging to the Joint Agreement, employees, or persons doing business with the Joint Agreement.
5. Practicing or promoting discrimination against or harassment of another employee or group of employees on the basis of race, color, national origin, sex, sexual orientation, age, religion, or disability.
6. Willful destruction of property, including but not limited to falsification of report(s); employment application; tallies; data; time card(s); commission of deliberate error; concealment of such acts committed by employee or others.
7. Insubordination (refusal to carry out administrator's instructions). Using profane or abusive language or displaying the abusive conduct toward an employee or person.
8. Participation or instigation of horseplay, scuffling, pranks, and/or otherwise creating a disturbance in the workplace.
9. Committing any felony or misdemeanor crimes as prohibited by federal, state, or local laws or failure to report unlawful conduct to the appropriate administrator immediately.
10. Transaction of personal business, including telephone calls, during working hours (excluding lunch) without consent of an administrator.
11. Use of seatbelt is required while riding in or operating a Joint Agreement vehicle on public roads.
12. Negligent work performance, concealment or failure to report errors, which may result in economic damage or adverse conditions.

13. Sleeping during working time.
14. Failure to report an accident or injury to the appropriate administrator.
15. Excessive employee absenteeism or tardiness or failure to notify of absence or tardiness within an hour of the scheduled work time.
16. Leaving Joint Agreement premises during working hours without permission. Unauthorized entrance on Joint Agreement property during non-working hours.
17. Working in an unsafe manner or violating Joint Agreement safety policies and procedures.
18. Falsification of employee applications.
19. Improper use of sick leave or unpaid personal leave.
20. Unauthorized use of Joint Agreement equipment.
21. Making modifications in equipment or buildings including heating, cooling, electrical, water or sewer systems unless authorized by job descriptions or supervisors.
22. Unauthorized possession or use of Joint Agreement keys, keycards, or access fobs, including master keys.
23. Bringing personally owned equipment or furniture to school without advance written authorization from the building administration. If permission is granted, the Joint Agreement assumes no liability for lost, damaged, or stolen personal property.
24. Promoting the services, products, ideologies (political, religious, or organizational), or goals of non-school organizations, exclusive of educational goals.
25. Failing to be truthful to the Board of Education or the administration in regard to matters relating to employment or directly related to the employee's work duties.
26. Falsifying documents, or creating documents, which are substantially misleading.
27. Making false claims for insurance or any other benefit.
28. Misrepresenting to any other person the extent of her or his job authority, or purport to act on behalf of the Joint Agreement when not authorized to do so.
29. Incurring expenses or entering into contracts on behalf of the Joint Agreement without the authority to do so.
30. Failure to conduct oneself in a safe manner at all times. Failure to read, understand and apply all safety instructions related to procedures or equipment, or defeating or attempting to defeat any safety device.
31. Working under the influence of any intoxicating liquor or illegal drug; concealing or maintaining any intoxicating liquor or illegal drug in or on any school property or at any school sponsored event; working while bearing the odor of alcohol or illegal drugs.
32. Engaging in acts that are dangerous to property, health, safety, or welfare of the Joint Agreement, students, other employees, or the general public. This rule shall not be deemed violated by accidental acts that are not intended by the employee, but the employee shall act with prudence and ordinary caution at all times.
33. Engaging in activities during non-school hours that intentionally cause injury or harm or attempt to cause injury or harm to other employees, children, their property, or the Joint Agreement or its property. Any employee who has been convicted of any felony offense or who has committed any criminal acts involving substantial risk of harm to other persons or property may be unsuitable for school employment and is subject to discharge, at the discretion of the Board.
34. Bringing onto school property or to any school activity firearms, ammunition, explosives, fireworks, or other substances or devices likely or capable of causing harm to persons or property.
35. Failure to report to the direct supervisor any damaged or broken equipment or other school property in his or her assigned area of responsibility.
36. The loss of driving rights or privileges for any position requiring a current driver's license shall be cause for dismissal. The employee must advise the Joint Agreement of lost driving privileges.

37. Failure to maintain or the loss of any certificate, license, or other document issued by any governmental entity or office necessary or required for the employee's position shall be cause for dismissal.
38. Failure to promptly deposit, report or account for any funds, gate receipts, or other money or property of the Joint Agreement, students, or others coming into the employee's hands as a result of the employee's work, responsibilities, duties, or employment.
39. Unauthorized use, retaining without authorization, or stealing money or property of students, other employees, or others.
40. Release, disclosure, or granting access to information found in any student record except in the exercise of job responsibilities, or when such disclosure would constitute a violation of the Illinois School Student Records Act or the Family Educational Rights and Privacy Act. Employees may seek clarification of their responsibilities under this rule from their immediate supervisor.
41. Release, disclosure, or granting access to information found in any employee file or disclosure of confidential information about other employees without advance authorization from a supervisor. Employees may seek clarification of their responsibilities under this rule from their immediate supervisor.
42. Educational support employees shall not discipline students except as authorized by job description.
43. Fighting and physical altercations of all kinds. Employees may take reasonable steps to protect themselves from physical violence and may reasonably restrain a student to protect the employee, another employee, other students, or Joint Agreement property.
44. Engaging in any behavior while at school, at its sponsored events, or during work hours, which constitutes gross disrespect for the property or rights of others including but not limited to insensitive remarks about another person's race, color, religion, creed, national origin, sex, age, ancestry, or marital status. Such remarks will result in employee discipline.
45. Using profanity when speaking to parents or students, or address other employees utilizing profanity.
46. Engaging in any sexual or romantic relationship with any student. Employees shall not make sexually suggestive remarks or engage in sexual conduct or acts on or towards students. Employees shall not illegally discriminate against students on the basis of the student's sex. Employees shall personally report evidence of any such activity to the Director. No employee shall instruct or dissuade another employee from making such a report.
47. Making unwelcome sexual advances toward or request sexual favors from other employees. Engaging in verbal or physical conduct or communication of a sexual nature which constitutes sexual harassment or otherwise creates an intimidating, hostile, or offensive work environment.
48. Aide, solicit or engage any student, or any employee in any activity that is illegal or immoral. Employees shall personally report evidence of illegal or immoral activity to the Director.
49. Conviction of any felony offense involving dishonesty or violence, or that would have precluded an employee's initial employment as a matter of law irrespective of the jurisdiction, shall be cause for dismissal.
50. Willfully refusing to obey written or oral instructions of the immediate supervisor, a member of the administrative staff.
51. Willfully refusing to obey the policies, rules and regulations of the Board of Education or attempt to violate the Board of Education policy, rule or regulation.
52. Willful behavior that interrupts the orderly process of school affairs.
53. Repeated minor incidents of misbehavior may be cause for discharge, if other disciplinary measures have failed to deter misconduct.
54. To knowingly surrender or deliver a child to a person other than the child's parents (or in the case of divorce, the custodial parent) or other guardian, without the approval from the parent, legal guardian, or the building principal. No employee shall intentionally surrender or deliver

a child to a person who is prohibited such contact by an Order of Protection, or other Order of Court

55. Failure to personally report evidence of child abuse to the DCFS Hotline. No employee shall instruct or dissuade another employee from making such a report. The employee shall notify the building principal that a report was made.
56. Outside employment that may interfere with the performance of job duties.
57. Accepting unauthorized rebates, gifts, gratuities, premiums or promotional materials from suppliers for personal use or gain.
58. Utilizing Joint Agreement computers, networks or Internet access to view, obtain, or download any pornographic or sexually explicit material.
59. Failing to maintain strict confidentiality of passwords or other security techniques or accessing any computer, network, server, or other information thereon that the employee is not authorized to access.
60. Violation of any copyright, including, but not limited to copyright in software, information, music, data or other material obtained over the Internet.

Acknowledgment, Agreement, and Receipt of Employee Handbook

The undersigned hereby acknowledges receipt of a copy of the Mid-State Special Education Employee Handbook. The undersigned hereby acknowledges and agrees that nothing contained in the employee handbook including policies, practices, and benefits stated herein are intended to create any contractual right, express or implied, to employment or to any particular term or condition of employment. The Joint Agreement retains the right to revise, amend this handbook, or terminate any policy unilaterally without notice at any time, and the employee's continued employment will be deemed acceptance of such revisions and modifications. I understand I am required to read and apply all work rules. I understand that if I violate any work rule I may be disciplined. I further acknowledge that discipline, in some circumstances, may include my immediate discharge.

Employee Signature

Witness Signature

Date

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