

**TRI-COUNTY SPECIAL EDUCATION JOINT AGREEMENT
EXECUTIVE COUNCIL POLICY MANUAL
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Operational Services

Fiscal and Business Management

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

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

Budget Planning

The Joint Agreement's fiscal year is from July 1 until June 30. The Director shall present to the Council, no later than the regular meeting in June, a tentative budget with appropriate explanation. This budget shall represent the culmination of an ongoing process of planning for the fiscal support needed for the Joint Agreement's educational program. The Joint Agreement's budget shall be entered upon the Illinois State Council of Education's "Joint Agreement Budget Form." To the extent possible, the tentative budget shall be balanced as defined by the State Board of Education guidelines

Preliminary Adoption Procedures

After receiving the Director's proposed budget, the Council sets the date, place, and time for:

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

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

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

Final Adoption Procedures

The Council adopts a budget by September 1, or by such alternative procedure as State law may define. To the extent possible, the budget shall be balanced as defined by the State Board of Education.

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

The Director or designee shall perform each of the following:

1. Post the Joint Agreement's final annual budget, itemized by receipts and expenditures, on the Joint Agreement's Internet website; notify parents/guardians that it is posted and provide the website's address.
2. Submit the annual budget and other financial information to the State Board of Education according to its requirements.

Any amendments to the budget shall be made as provided in the School Code.

Budget Amendments

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

Implementation

The Director or designee shall implement the Joint Agreement's budget and provide the Council with a monthly financial report that includes all deficit fund balances. The amount budgeted as the expenditure in each fund is the maximum amount that may be expended for that category, except when a transfer of funds is authorized by the Council.

The Council shall act on all interfund loans, interfund transfers, transfers within funds, and transfers from the working cash fund or abatements of it, if one exists.

LEGAL REF.: 35 ILCS 200/18-55 et seq.
105 ILCS 5/10-17, 5/10-22.33, 5/17-1, 5/17-1.2, 5/17-2A, 5/17-3.2, 5/17-11, 5/20-5, 5/20-8, and 5/20-10.
23 Ill.Admin.Code Part 100.

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

ADOPTED: October 12, 2011

Operational Services

Identity Protection

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

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

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

1. All employees having access to social security numbers in the course of performing their duties shall be trained to protect the confidentiality of social security numbers. Training should include instructions on the proper handling of information containing social security numbers from the time of collection through the destruction of the information.
2. Only employees who are required to use or handle information or documents that contain social security numbers shall have access to such information or documents.
3. Social security numbers requested from an individual shall be provided in a manner that makes the social security number easily redacted if the record is required to be released as part of a public records request.
4. When collecting a social security number or upon request by an individual, a statement of the purpose(s) for which the Joint Agreement is collecting and using the social security number shall be provided.
5. Notification to an individual as required by 815 ILCS 530/12 whenever his or her personal information was acquired by an unauthorized person; *personal information* means either:
 - a. An individual's first name or first initial and last name in combination with any one or more of his or her (i) social security number, (ii) driver's license number or State identification card number, (iii) financial account information (with any required security codes or passwords), (iv) medical information, (v) health insurance information, and/or (vi) unique biometric data or other unique physical or digital representation of biometric data, when either the name or the data elements are not encrypted or redacted or are encrypted or redacted but the keys to unencrypt or unredact or otherwise read the name or data elements have been acquired through the breach of security; or
 - b. An individual's username or email address, in combination with a password or security question and answer that would permit access to an online account, when either the username or email address or password or security question and answer are not encrypted or redacted or are encrypted or redacted but the keys to unencrypt or unredact or otherwise read the data elements have been obtained through the breach of security.
6. Disposal of materials containing personal information in a manner that renders the personal information unreadable, unusable, and undecipherable; *personal information* has the meaning stated in #5, above.

7. Notification, within 45 days of the discovery of a security breach, to the Illinois Attorney General:
 - a. If the District suffers a breach of more than 250 Illinois residents; or
 - b. When the District provides notice as required in #5, above.
8. All employees must be advised of this policy's existence and a copy of the policy must be made available to each employee. The policy must also be made available to any member of the public, upon request.

No Joint Agreement employee shall collect, store, use, or disclose an individual's social security number unless specifically authorized by the Director. This policy shall not be interpreted as a guarantee of the confidentiality of social security numbers and/or other personal information. The Joint Agreement will use best efforts to comply with this policy, but this policy should not be construed to convey any rights to protection of information not otherwise afforded by law.

LEGAL REF.: 5 ILCS 179/, Identity Protection Act.
50 ILCS 205/3, Local Records Act.
105 ILCS 10/, Illinois School Student Records Act.
815 ILCS 530/, Personal Information Protection Act.

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

ADOPTED: May 10, 2017

Operational Services

Fund Balances

The Director or designee shall maintain fund balances adequate to ensure the Joint Agreement's ability to maintain levels of service and pay its obligations in a prompt manner in spite of unforeseen events or unexpected expenses. The Director or designee shall inform the Council whenever it should discuss drawing upon its reserves or borrowing money.

CROSS REF.: 4:10 (Fiscal and Business Management), 4:80 (Accounting and Audits)

ADOPTED: October 16, 2013

Operational Services

Revenue and Investments

Revenue

The Director or designee is responsible for making all claims for State Aid, special State funds for specific programs, federal funds, and categorical grants.

Investments

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

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

Investment Objectives

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

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

Authorized Investments

The Chief Investment Officer may invest Joint Agreement funds in one or more of the following:

1. Bonds, notes, certificates of indebtedness, treasury bills, or other securities now or hereafter issued, that are guaranteed by the full faith and credit of the United States of America as to principal and interest.
2. Bonds, notes, debentures, or other similar obligations of the United States of America, its agencies, and its instrumentalities.

The term "agencies of the United States of America" includes: (i) the federal land banks, federal intermediate credit banks, banks for cooperative, federal farm credit banks, or any other entity authorized to issue debt obligations under the Farm Credit Act of 1971 and Acts amendatory thereto, (ii) the federal home loan banks and the federal home loan mortgage corporation, and (iii) any other agency created by Act of Congress.

3. Interest-bearing savings accounts, interest-bearing certificates of deposit or interest-bearing time deposits or any other investments constituting direct obligations of any bank as defined by the Illinois Banking Act.
4. Short term obligations of corporations organized in the United States with assets exceeding \$500,000,000 if: (i) such obligations are rated at the time of purchase at one of the 3 highest classifications established by at least 2 standard rating services and that mature not later than 270 days from the date of purchase, (ii) such purchases do not exceed 10% of the corporation's outstanding obligations, and (iii) no more than one-third of the Joint Agreement's funds may be invested in short term obligations of corporations.
5. Money market mutual funds registered under the Investment Company Act of 1940, provided that the portfolio of any such money market mutual fund is limited to obligations described in paragraph (1) or (2) and to agreements to repurchase such obligations.
6. Interest-bearing bonds of any county, township, city, village, incorporated town, municipal corporation, school district, the State of Illinois, any other state, or any political subdivision or agency of the State of Illinois or any other state, whether the interest earned is taxable or tax-exempt under federal law. The bonds shall be (a) registered in the name of the municipality, county, or other governmental unit, or held under a custodial agreement at a bank, and (b) rated at the time of purchase within the 4 highest general classifications established by a rating service of nationally recognized expertise in rating bonds of states and their political subdivisions.
7. Short term discount obligations of the Federal National Mortgage Association or in shares or other forms of securities legally issuable by savings banks or savings and loan associations incorporated under the laws of this State or any other state or under the laws of the United States. Investments may be made only in those savings banks or savings and loan associations, the shares, or investment certificates that are insured by the Federal Deposit Insurance Corporation. Any such securities may be purchased at the offering or market price thereof at the time of such purchase. All such securities so purchased shall mature or be redeemable on a date or dates prior to the time when, in the judgment of the Chief Investment Officer, the public funds so invested will be required for expenditure by the Joint Agreement or its governing authority.
8. Dividend-bearing share accounts, share certificate accounts, or class of share accounts of a credit union chartered under the laws of this State or the laws of the United States; provided, however, the principle office of any such credit union must be located within the State of Illinois. Investments may be made only in those credit unions the accounts of which are insured by applicable law.
9. A Public Treasurers' Investment Pool created under Section 17 of the State Treasurer Act. The Joint Agreement may also invest any public funds in a fund managed, operated, and administered by a bank, subsidiary of a bank, or subsidiary of a bank holding company or use the services of such an entity to hold and invest or advise regarding the investment of any public funds.
10. The Illinois School District Liquid Asset Fund Plus.
11. Repurchase agreements of government securities having the meaning set out in the Government Securities Act of 1986, as now or hereafter amended or succeeded, subject to the provisions of said Act and the regulations issued there under. The government securities, unless registered or inscribed in the name of the Joint Agreement, shall be purchased through banks or trust companies authorized to do business in the State of Illinois.

Except for repurchase agreements of government securities that are subject to the Government Securities Act of 1986, as now or hereafter amended or succeeded, the Joint Agreement may not purchase or invest in instruments that constitute repurchase agreements, and no financial institution may enter into such an agreement with or on behalf of the Joint Agreement unless the instrument and the transaction meet all of the following requirements:

- a. The securities, unless registered or inscribed in the name of the Joint Agreement, are purchased through banks or trust companies authorized to do business in the State of Illinois.
- b. The Chief Investment Officer, after ascertaining which firm will give the most favorable rate of interest, directs the custodial bank to “purchase” specified securities from a designated institution. The “custodial bank” is the bank or trust company, or agency of government, that acts for the Joint Agreement in connection with repurchase agreements involving the investment of funds by the Joint Agreement. The State Treasurer may act as custodial bank for public agencies executing repurchase agreements.
- c. A custodial bank must be a member bank of the Federal Reserve System or maintain accounts with member banks. All transfers of book-entry securities must be accomplished on a Reserve Bank’s computer records through a member bank of the Federal Reserve System. These securities must be credited to the Joint Agreement on the records of the custodial bank and the transaction must be confirmed in writing to the Joint Agreement by the custodial bank.
- d. Trading partners shall be limited to banks or trust companies authorized to do business in the State of Illinois or to registered primary reporting dealers.
- e. The security interest must be perfected.
- f. The Joint Agreement enters into a written master repurchase agreement that outlines the basic responsibilities and liabilities of both buyer and seller.
- g. Agreements shall be for periods of 330 days or less.
- h. The Chief Investment Officer informs the custodial bank in writing of the maturity details of the repurchase agreement.
- i. The custodial bank must take delivery of and maintain the securities in its custody for the account of the Joint Agreement and confirm the transaction in writing to the Joint Agreement. The custodial undertaking shall provide that the custodian takes possession of the securities exclusively for the Joint Agreement; that the securities are free of any claims against the trading partner; and that any claims by the custodian are subordinate to the Joint Agreement’s claims to rights to those securities.
- j. The obligations purchased by the Joint Agreement may only be sold or presented for redemption or payment by the fiscal agent bank or trust company holding the obligations upon the written instruction of the Chief Investment Officer.
- k. The custodial bank shall be liable to the Joint Agreement for any monetary loss suffered by the Joint Agreement due to the failure of the custodial bank to take and maintain possession of such securities.

12. Any investment as authorized by the Public Funds Investment Act, and Acts amendatory thereto. Paragraph 11 supersedes paragraphs 1-10 and controls in the event of conflict.

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

Selection of Depositories, Investment Managers, Dealers, and Brokers

The Chief Investment Officer shall establish a list of authorized depositories, investment managers, dealers and brokers based upon the creditworthiness, reputation, minimum capital requirements,

qualifications under State law, as well as a long history of dealing with public fund entities. The Council will review and approve the list at least annually.

In order to be an authorized depository, each institution must submit copies of the last 2 sworn statements of resources and liabilities or reports of examination that the institution is required to furnish to the appropriate State or federal agency. Each institution designated as a depository shall, while acting as such depository, furnish the Joint Agreement with a copy of all statements of resources and liabilities or all reports of examination that it is required to furnish to the appropriate State or federal agency.

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

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

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

Collateral Requirements

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

Safekeeping and Custody Arrangements

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

Controls and Report

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

The Chief Investment Officer shall provide a quarterly investment report to the Council. The report will: (1) assess whether the investment portfolio is meeting the Joint Agreement's investment

objectives, (2) identify each security by class or type, book value, income earned, and market value, (3) identify those institutions providing investment services to the Joint Agreement, and (4) include any other relevant information. The investment portfolio's performance shall be measured by appropriate and creditable industry standards for the investment type.

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

Ethics and Conflicts of Interest

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

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

LEGAL REF.: 30 ILCS 235/
105 ILCS 5/8-7, 5/10-22.44, 5/17-1, and 5/17-11.

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

ADOPTED: May 14, 2014

Operational Services**Incurring Debt**

The Director shall provide early notice to the Executive Council of the Joint Agreement's need to borrow money. The Director should accompany any recommendation to borrow money with a statement describing the need for a loan and a plan for accomplishing the loan which includes the preparation of all necessary documents.

LEGAL REF.: 30 ILCS 305/2.
105 ILCS 5/10-22.31 and 5/18-20.

ADOPTED: November 17, 2014

Operational Services

Insufficient Fund Checks and Debt Recovery

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

Delinquent Debt Recovery

The Director is authorized to seek collection of delinquent debt owed the Joint Agreement

LEGAL REF.: 15 ILCS 405/10.05 and 10.05d.
810 ILCS 5/3-806.

ADOPTED: February 23, 2015

Operational Services

Payment Procedures

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

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

The Council authorizes the Director or designee to establish revolving funds and a petty cash fund system for school cafeterias, lunchrooms, athletics, or similar purposes, provided such funds are maintained in accordance with Council policy 4:80, *Accounting and Audits*, and remain in the custody of an employee who is properly bonded according to State law.

LEGAL REF.: 105 ILCS 5/8-16, 5/10-7, and 5/10-20.19.
23 Ill.Admin.Code §100.70.

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

ADOPTED: May 11, 2016

Operational Services

Use of Credit and Procurement Cards

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

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

The Joint Agreement may from time-to-time issue and/or authorize Council members to use Joint Agreement credit cards to simplify the payment of actual and necessary expenses as authorized in Council policy 2:125, *Council Meetings Expenses*. The Council will determine whether a Council member's use of a Joint Agreement credit card is appropriate through the expense approval process and the annual audit. All other components of this policy apply to a Council member's use of a Joint Agreement credit card. In addition to the other limitations contained in this and other Council policies, Joint Agreement credit and procurement cards are governed by the following restrictions:

1. Credit and/or procurement cards may only be used to pay certain job-related expenses or to make purchases on behalf of the Council or Joint Agreement or any student activity fund, or for purposes that would otherwise be addressed through a conventional revolving fund.
2. The Director or designee shall instruct the issuing bank to block the cards' use at unapproved merchants.
3. Each cardholder, other than the Director, may charge no more than \$250 in a single purchase and no more than \$1000 within a given month without prior authorization from the Director.
4. The Director or designee must approve the use of a Joint Agreement credit or procurement card whenever such use is by telephone, fax, and the Internet. Permission shall be withheld when the use violates any Council policy, is from a vendor whose reputation has not been verified, or would be more expensive than if another available payment method were used.
5. The consequences for unauthorized purchases include, but are not limited to, reimbursing the Joint Agreement for the purchase amount, loss of cardholding privileges, and, if made by an employee, discipline up to and including discharge.
6. All cardholders must sign a statement affirming that they are familiar with this policy.
7. The Director shall implement a process whereby all purchases using a Joint Agreement credit or procurement card are reviewed and approved by someone other than the cardholder or someone under the cardholder's supervision.
8. Cardholders must submit the original, itemized receipt to document all purchases.
9. No individual may use a Joint Agreement credit or procurement card to make purchases in a manner contrary to State law, including, but not limited to, the bidding and other purchasing requirements in 105 ILCS 5/10-20.21, or any Council policy.

10. The Director or designee shall account for any financial or material reward or rebate offered by the company or institution issuing the Joint Agreement credit or procurement card and shall ensure that it is used for the Joint Agreement's benefit.

LEGAL REF.: 105 ILCS 5/10-20.21.
23 Ill.Admin.Code §100.70(d).

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

ADOPTED: November 17, 2014

Operational Services

Purchases and Contracts

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

Standards for Purchasing and Contracting

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

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

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

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

1. Supplies, materials, or work involving an expenditure in excess of \$25,000 must comply with the State law bidding procedure, 105 ILCS 5/10-20.21, unless specifically exempted.
2. Construction, lease, or purchase of school buildings must comply with State law and Council policy 4:150, Facility Management and Building Programs.
3. Guaranteed energy savings must comply with 105 ILCS 5/19b-1 et seq.
4. Third party non-instructional services must comply with 105 ILCS 5/10-22.34c.
5. Goods and services that are intended to generate revenue and other remunerations for the Joint Agreement in excess of \$1,000, including without limitation vending machine contracts, sports and other attire, class rings, and photographic services, must comply with 105 ILCS 5/10-20.21. The Director or designee shall keep a record of: (1) each vendor, product, or service provided, (2) the actual net revenue and non-monetary remuneration from each contract or agreement, and (3) how the revenue was used and to whom the non-monetary remuneration was distributed. The Director or designee shall report this information to the Council by completing the necessary forms that must be attached to the Joint Agreement's annual budget.
6. Any contract to purchase food with a bidder or offeror must comply with 105 ILCS 5/10-20.21(b-10).
7. The purchase of paper and paper products must comply with 105 ILCS 5/10-20.19c and Council policy 4:70, Resource Conservation.
8. Each contractor with the Joint Agreement is bound by each of the following:
 - a. In accordance with 105 ILCS 5/10-21.9(f): (1) prohibit any of its employees who is or was found guilty of a criminal offense listed in 105 ILCS 5/10-21.9(c) and 5/21B-80(c) to have direct, daily contact at a Joint Agreement school or school-related activity with one or more student(s); (2) prohibits any of the contractor's employees from having direct, daily contact with one or more students if the employee was found guilty of any offense in 5/21B-80(b) (certain drug offenses) until seven years following the end of the employee's sentence for the criminal offense; and (3) require each of its employees who

will have direct, daily contact with student(s) to cooperate during the Joint Agreement's fingerprint-based criminal history records check on him or her.

- b. In accordance with 105 ILCS 5/24-5: (1) concerning each employee who begins providing services in the Joint Agreement after June 16, 2014, provide the Joint Agreement with evidence of physical fitness to perform the duties assigned and freedom from communicable disease if the employee will have direct, daily contact with one or more student(s); and (2) require any new or existing employee who has and will have direct, daily contact with one or more student(s) to complete additional health examinations as required by the Joint Agreement and be subject to additional health examinations, including tuberculosis screening, as required by the Illinois Department of Public Health rules or order of a local health official.

The Director or designee shall: (1) execute the reporting and website posting mandates in State law concerning Joint Agreement contracts and maintain a status report for monthly presentation to the Executive Council, and (2) monitor the discharge of contracts, contractors' performances, and the quality and value of services or products being provided.

LEGAL REF.: 105 ILCS 5/10-20.19c, 5/10-20.21, 5/10-21.9, 5/10-22.34c, 5/19b-1 et seq., and 5/24-5.
820 ILCS 130/.

CROSS REF.: 2:100 (Council Member Conflict of Interest), 4:70 (Resource Conservation), 4:150 (Facility Management and Building Programs), 4:175 (Convicted Child Sex Offender; Screening; Notifications)

ADOPTED: December 14, 2016

Operational Services

Resource Conservation

The Director or designee shall manage a program of energy and resource conservation for the Joint Agreement that includes:

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

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

CROSS REF.: 4:60 (Purchases and Contracts), 4:150 (Facility Management and Building Programs)

ADOPTED: October 11, 2017

Operational Services

Accounting and Audits

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

Annual Audit

At the close of each fiscal year, the Director shall arrange an audit of the Joint Agreement funds, accounts, statements, and other financial matters. The audit shall be performed by an independent certified public accountant designated by the Council and be conducted in conformance with prescribed standards and legal requirements. A complete and detailed written audit report shall be provided to each Council member and to the Director. The Director shall annually, on or before October 15, submit an original and one copy of the audit to the Regional Superintendent of Schools.

Annual Financial Report

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

Inventories

The Director or designee is responsible for establishing and maintaining accurate inventory records. The inventory record of supplies and equipment shall include a description of each item, quantity, location, purchase date, and cost or estimated replacement cost.

Disposition of Joint Agreement Property

The Director or designee shall notify the Council, as necessary, of the following so that the Council may consider its disposition: (1) Joint Agreement personal property (property other than buildings and land) that is no longer needed for school purposes, and (2) school site, building, or other real estate that is unnecessary, unsuitable, or inconvenient. Notwithstanding the above, the Director or designee may unilaterally dispose of personal property of a diminutive value.

Taxable Fringe Benefits

The Director or designee shall: (1) require that all use of Joint Agreement property or equipment by employees is for the Joint Agreement's convenience and best interests unless it is a Council-approved fringe benefit, and (2) ensure compliance with the Internal Revenue Service regulations regarding when to report an employee's personal use of Joint Agreement property or equipment as taxable compensation.

Controls for Revolving Funds and Petty Cash

Revolving funds and the petty cash system are established in Council policy 4:50, *Payment Procedures*. The Director shall: (1) designate a custodian for each revolving fund and petty cash fund,

(2) obtain a bond for each fund custodian, and (3) maintain the funds in compliance with this policy, State law, and Illinois State Board of Education rules. A check for the petty cash fund may be drawn payable to the designated petty cash custodian. Bank accounts for revolving funds are limited to a maximum balance of \$500.00. All expenditures from these bank accounts must be directly related to the purpose for which the account was established and supported with documentation, including signed invoices or receipts. All deposits into these bank accounts must be accompanied with a clear description of their intended purpose. The Director or designee shall include checks written to reimburse revolving funds on the Council's monthly listing of bills indicating the recipient and including an explanation.

Control Requirements for Checks

The Council must approve all bank accounts opened or established in the Joint Agreement's or a Joint Agreement school's name or with the Joint Agreement's Federal Employer Identification Number. All checks issued by the Joint Agreement must be signed by the Business Manager and Board Secretary from the Administrative District, Murphysboro CUSD #186, except that checks from an account containing student activity funds and revolving accounts may be signed by the respective account custodian.

Internal Controls

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

The Joint Agreement's system of internal controls shall include the following:

1. All financial transactions must be properly authorized and documented.
2. Financial records and data must be accurate and complete.
3. Accounts payable must be accurate and punctual.
4. Joint Agreement assets must be protected from loss or misuse.
5. Incompatible duties should be segregated, if possible.
6. Accounting records must be periodically reconciled.
7. Equipment and supplies must be safeguarded.
8. Staff members with financial or business responsibilities must be properly trained and supervised, and must perform their responsibilities with utmost care and competence.
9. Any unnecessary weaknesses or financial risks must be promptly corrected.

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

LEGAL REF.: 105 ILCS 5/2-3.27, 5/2-3.28, 5/3-7, 5/3-15.1, 5/5-22, 5/10-21.4, 5/10-20.19, 5/10-22.8, and 5/17-1 et seq.
23 Ill.Admin.Code Part 100.

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

ADOPTED: September 14, 2016

Operational Services

Activity Funds

The Executive Council, upon the Director or designee's recommendation, establishes student activity funds to be managed by student organizations under the guidance and direction of a staff member for educational, recreational, or cultural purposes.

The Director or designee shall be responsible for supervising student activity funds in accordance with Council policy, 4:80, *Accounting and Audits*; State law; and the Illinois State Board of Education rules for student activity funds. The Council will appoint a treasurer for each fund to serve as the fund's sole custodian and be bonded in accordance with the School Code. The treasurer shall have all of the responsibilities specific to the treasurer listed in the Illinois State Council of Education rules for school activity funds, including the authority to make loans between activity funds.

Unless otherwise instructed by the Council, a student activity fund's balance will carry over to the next fiscal year. An account containing student activity funds that is inactive for 12 consecutive months shall be closed and its funds transferred to another student activity fund or authorized fund with a similar purpose.

LEGAL REF.: 105 ILCS 5/8-2 and 5/10-20.19.
23 Ill.Admin.Code §§100.20 and 100.80.

CROSS REF.: 4:80 (*Accounting and Audits*), 7:325 (*Student Fundraising Activities*)

ADOPTED: November 17, 2014

Operational Services

Insurance Management

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

The insurance program shall include:

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

Also, please refer to the following current agreement:

Contractual Agreement Between the Tri-County Special Education Joint Agreement and the Tri-County Special Education Association

5. A group accident insurance program for students. The Executive Council shall name an insurance carrier each year. Purchase of this insurance will constitute an agreement between the student/parent and the insurance company only.

Student Insurance

The Board shall annually designate a company to offer student accident insurance coverage. The Board does not endorse the plan nor recommend that parents/guardians secure the coverage, and any contract is between the parents/guardians and the company.

LEGAL REF.: Consolidated Omnibus Budget Reconciliation Act, P. L. 99-272, ¶ 1001, 100 Stat. 222, 4980B(f) of the I.R.S. Code, 42 U.S.C. §300bb-1 et seq.
105 ILCS 5/10-20.20, 5/10-22.3, 5/10-22.3a, 5/10-22.3b, 5/10-22.3f, 5/10-22.34, 5/10-22.34a, and 5/10-22.34b.
215 ILCS 5/.
750 ILCS 75/.
820 ILCS 305/.

ADOPTED: July 2, 2014

Operational Services

Transportation

Transportation to and from Joint Agreement programs and schools shall be the responsibility of the District of residence. The Joint Agreement may transport students during the school day for field trips, employment, transition, or other approved purposes.

No school employee may transport students in school or private vehicles unless authorized by the administration.

Every vehicle regularly used for the transportation of students must pass safety inspections in accordance with State law and Illinois Department of Transportation regulations. The strobe light on a school bus may be illuminated only when the bus is actually being used as a school bus and (1) is stopping or stopped for loading or discharging students on a highway outside an urban area, or (2) is bearing one or more students. The Director shall implement procedures in accordance with State law including, without limitation, legal requirements concerning accepting comment calls about school bus driving, pre-trip and post-trip inspections, restriction on the use of cell phones, and provisions of emergency medical information for student having special needs or medical conditions.

All contracts for charter bus services must contain the clause prescribed by State law regarding criminal background checks for bus drivers.

LEGAL REF.: 105 ILCS 5/10-22.22 and 5/29-1 et seq.
625 ILCS 5/.

CROSS REF.: 5:120 (Employee Ethics; Conduct; and Conflict of Interest)

ADOPTED: May 9, 2012

Operational Services

Food Services

Good nutrition shall be promoted in the Joint Agreement's meal programs and in other food and beverages that are sold to students during the school day. The Director shall manage a food service program that complies with this policy and is in alignment with School Board policy 6:50, *School Wellness*.

Food or beverage items sold to students as part of a reimbursable meal under federal law must follow the nutrition standards specified in the U.S. Dept. of Agriculture rules that implement the National School Lunch and Child Nutrition Acts. Schools being reimbursed for meals under these laws are *participating schools*.

The food service program in participating schools shall comply with the nutrition standards specified in the U.S. Dept. of Agriculture's *Smart Snacks rules* when it offers competitive foods to students on the school campus during the school day. *Competitive foods* are all food and beverages that are offered by any person, organization or entity for sale to students on the school campus during the school day that are not reimbursed under programs authorized by federal law. The food service programs in participating schools shall also comply with any applicable mandates in the Illinois State Board of Education's School Food Service rules implementing these federal laws and the Ill. School Breakfast and Lunch Program Act.

All revenue from the sale of any food or beverages sold in competition with the School Breakfast Program or National School Lunch Program to students in food service areas during the meal period shall accrue to the nonprofit school lunch program account.

LEGAL REF.: Russell B. National School Lunch Act, 42 U.S.C. §1751 et seq.
 Child Nutrition Act of 1966, 42 U.S.C. §1771 et seq.
 7 C.F.R. Parts 210 and 220, Food and Nutrition Service.
 105 ILCS 125/.
 23 Ill.Admin.Code Part 305, School Food Service.

CROSS REF.: 4:130 (Free and Reduced-Price Food Services), 6:50 (School Wellness)

ADOPTED: February 23, 2015

Operational Services

Free and Reduced-Price Food Services

Notice

The Director shall be responsible for implementing the Joint Agreement's free and reduced-price food services policy and all applicable programs.

Eligibility Criteria and Selection of Children

A student's eligibility for free and reduced-price food services shall be determined by the income eligibility guidelines, family-size income standards, set annually by the U.S. Department of Agriculture and distributed by the Illinois State Board of Education. From time to time, the income eligibility guidelines and standards may not be necessary when reimbursements for students' free breakfasts and lunches are claimed through the U.S. Depts. of Agriculture and Education's Community Eligibility Provision (CEP). When claiming the CEP, the District will follow its requirements.

Notification

At the beginning of each school year, by letter, the Joint Agreement shall notify students and their parents/guardians of: (1) eligibility requirements for free and reduced-price food service; (2) the application process; (3) the name and telephone number of a contact person for the program; and (4) other information required by federal law. The Director shall provide the same information to: (1) informational media, the local unemployment office, and any major area employers contemplating layoffs; and (2) the Joint Agreement's website (if applicable), all school newsletters, or students' registration materials. Parents/guardians enrolling a child in the Joint Agreement for the first time, any time during the school year, shall receive the eligibility information.

Nondiscrimination Assurance

The Joint Agreement shall avoid publicly identifying students receiving free or reduced-price meals and shall use methods for collecting meal payments that prevent identification of children receiving assistance.

Appeal

A family may appeal the Joint Agreement's decision to deny an application for free and reduced-price food services or to terminate such services as outlined by the U.S. Department of Agriculture in 7 C.F.R. §245.7, Determining Eligibility for Free and Reduced-Price Meals and Free Milk in Schools. The Director shall establish a hearing procedure for adverse eligibility decisions and provide by mail a copy of them to the family. The Joint Agreement may also use these procedures to challenge a child's continued eligibility for free or reduced-price meals or milk.

During an appeal, students previously receiving food service benefits shall not have their benefits terminated. Students who were denied benefits shall not receive benefits during the appeal.

The Director shall keep on file for a period of three years a record of any appeals made and the hearing record. The Joint Agreement shall also maintain accurate and complete records showing the data and method used to determine the number of eligible students served free and reduced-price food services. These records shall be maintained for three years.

LEGAL REF.: U.S. Dept. of Agriculture, Food and Nutrition Service, National School Lunch Program, 7 C.F.R. Part 210.
U.S. Dept. of Agriculture, Food and Nutrition Service, Determining Eligibility for Free and Reduced-Price Meals and Free Milk in Schools, 7 C.F.R. Part 245.
105 ILCS 125/ and 126/.
23 Ill.Admin.Code §305.10 et seq.

ADOPTED: February 23, 2015

Operational Services

Exhibit - Free and Reduced-Price Food Services; Meal Charge Notifications

On District letterhead, website, in student handbook, newsletters, bulletins, and/or calendars

Date:

To: Students, Parents/Guardians, and Staff

Re: Eligibility and Meal Charge Notifications

The following notification is provided at the beginning of each school year as federally required notification regarding eligibility requirements and the application process for the free and reduced-price food services that are listed in Board policy 4:130, *Free and Reduced-Price Food Services* and 4:140, *Waiver of Student Fees*. For more information, see www.fns.usda.gov/school-meals/unpaid-meal-charges, and/or contact the Building Principal or designee.

Free and Reduced-Price Food Services Eligibility

When students are unable to pay for their meal services, meal charges will apply per a student's eligibility category and will be processed by the District accordingly.

A student's eligibility for free and reduced-price food services shall be determined by the income eligibility guidelines, family-size income standards, set annually by the U.S. Department of Agriculture, and distributed by the Illinois State Board of Education.

Meal Charges for Meals Provided by the District

The Building Principal and District staff will work jointly to prevent meal charges from accumulating. Every effort to collect all funds due to the District will be made on a regular basis and before the end of the school year. Contact your Building Principal or designee about whether your charges may be carried over at the end of the school year, i.e., beyond June 30th.

Unpaid meal charges are considered delinquent debt when payment is overdue as defined by Board policy 4:45, *Insufficient Fund Checks and Debt Recovery*. The District will make reasonable efforts to collect charges classified as delinquent debt.

When a student's funds are low or there is a negative balance, reminders will be provided to the staff, students, and their parent(s)/guardian(s) at regular intervals during the school year. If a parent/guardian regularly fails to provide meal money and does not qualify for free meal benefits, the Building Principal or designee, will direct the next course of action. Continual failure to provide meal money may require the District to notify the Ill. Dept. of Children and Family Services (DCFS) and/or take legal steps to recover the unpaid meal charges.

LEGAL REF.: Healthy Hunger-Free Kids Act of 2010 (P.L. 111-296).
7 C.F.R. §245.5.
23 Ill.Admin.Code Part 305, School Food Service.

DATED: May 10, 2017

Operational Services

Waiver of Student Fees

Student fees are the responsibility of the student's resident district. The Joint Agreement does not assess student fees.

LEGAL REF.: 105 ILCS 5/10-20.13, 5/10-22.25, 5/27-24.2, and 5/28-19.2.
23 Ill.Admin.Code §1.245 [may contain unenforceable provisions].

CROSS REF.: 4:130 (Free and Reduced-Price Food Services), 6:220 (Bring Your Own
Technology (BYOT) Program; Responsible Use and Conduct)

ADOPTED: June 12, 2013

Operational Services

Facility Management and Building Programs

The Director shall manage the Joint Agreement's facilities and grounds as well as facility construction and building programs in accordance with the law, the standards set forth in this policy, and other applicable Executive Council policies. The Director or designee shall facilitate: (1) inspections of schools by the Regional Superintendent and State Fire Marshal or designee, and (2) review of plans and specifications for future construction or alterations of a school if requested by the relevant municipality, county (if applicable), or fire protection Joint Agreement.

Standards for Managing Buildings and Grounds

All Joint Agreement buildings and grounds shall be adequately maintained in order to provide an appropriate, safe, and energy efficient physical environment for learning and teaching. The Director or designee shall provide the Council with periodic reports on maintenance data and projected maintenance needs that include cost analysis. Prior Council approval is needed for all renovations or permanent alterations to buildings or grounds when the total cost will exceed \$12,500, including the cost equivalent of staff time. This policy is not intended to discourage efforts to improve the appearance of buildings or grounds that are consistent with the designated use of those buildings and grounds.

Standards for Green Cleaning

For each Joint Agreement school with 50 or more students, the Director or designee shall establish and supervise a green cleaning program that complies with the guidelines established by the Illinois Green Government Coordinating Council.

Standards for Facility Construction and Building Programs

As appropriate, the Council will authorize a comprehensive study to determine the need for facility construction and expansion. On an annual basis, the Director or designee shall provide the Council with projected facility needs, enrollment trends, and other data impacting facility use. Council approval is needed for all new facility construction and expansion.

When making decisions pertaining to design and construction of school facilities, the Council will confer with members of the staff and community, the Illinois State Board of Education, and educational and architectural consultants, as it deems appropriate. The Council's facility goals are to:

1. Integrate facilities planning with other aspects of planning and goal-setting.
2. Base educational specifications for school buildings on identifiable student needs.
3. Design buildings for sufficient flexibility to permit new or modified programs.
4. Design buildings for maximum potential for community use.
5. Meet or exceed all safety requirements.
6. Meet requirements on the accessibility of school facilities to disabled persons as specified in State and federal law.
7. Provide for low maintenance costs, energy efficiency, and minimal environmental impact.

Naming Buildings and Facilities

Recognizing that the name for a school building, facility, or ground or field reflects on its public image, the Council's primary consideration will be to select a name that enhances the credibility and stature of the school or facility. Any request to name or rename an existing facility should be submitted to the Council. When a facility is to be named or renamed, the Council Chair will appoint a special committee to consider nominations and make a recommendation, along with supporting

rationale, to the Council. The Council will make the final selection. The Director or designee may name a room or designate some area on a school's property in honor of an individual or group that has performed outstanding service to the school without using the process in this policy.

LEGAL REF.: 42 U.S.C. §12101 et seq.
20 ILCS 3130/, Green Buildings Act.
105 ILCS 5/2-3.12, 5/10-20.49, 5/10-22.36, 5/17-2.11, 140/, and 230/.
410 ILCS 25/, Environmental Barriers Act.
820 ILCS 130/, Prevailing Wage Act.
23 Ill.Admin.Code Part 151, School Construction Program; Part 180, Health/Life Safety Code for Public Schools; and Part 2800, Green Cleaning for Elementary and Secondary Schools.
71 Ill.Admin.Code Part 400, Ill. Accessibility Code.

CROSS REF.: 2:150 (Committees), 2:170 (Procurement of Architectural, Engineering, and Land Surveying Services), 4:60 (Purchases and Contracts), 8:70 (Accommodating Individuals with Disabilities)

ADOPTED: February 23, 2015

Operational Services

Environmental Quality of Buildings and Grounds

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

The Director shall notify all employees who must be offered, according to State or federal law, Joint Agreement-paid hepatitis B vaccine and vaccination.

LEGAL REF.: 29 C.F.R. §1910.1030, Occupational Exposure to Bloodborne Pathogens, as adopted by the Illinois Department of Labor, 56 Ill.Admin.Code §350.300(c).
29 C.F.R. §1910.1200, Occupational Safety and Health Administration Hazard Communication Standards, as adopted by 820 ILCS 255/1.5, Toxic Substances Disclosure to Employees Act.
20 ILCS 3130/, Green Buildings Act.
105 ILCS 5/10-20.17a; 5/10-20.48; 135/; and 140/, Green Cleaning School Act.
225 ILCS 235/, Structural Pest Control Act.
415 ILCS 65/, Lawn Care Products Application and Notice Act.
820 ILCS 255/, Toxic Substances Disclosure to Employees Act. (*inoperative*)
23 Ill.Admin.Code §1.330, Toxic Materials Training.

CROSS REF.: 4:150 (Facility Management and Building Programs), 4:170 (Safety)

ADOPTED: July 2, 2014

Operational Services

Safety

Safety and Security

All Joint Agreement operations, including the education program, shall be conducted in a manner that will promote the safety and security of everyone on Joint Agreement property or at a Joint Agreement event. The Director or designee shall develop, implement, and maintain a comprehensive safety and security plan that includes, without limitation:

1. An emergency operations plan(s) addressing prevention, preparation, response, and recovery for each school;
2. Provisions for a coordinated effort with local law enforcement and fire officials, emergency medical services personnel, and the Board Attorney;
3. A school safety drill plan;
4. Instruction in safe bus riding practices; and
5. A clear, rapid, factual, and coordinated system of internal and external communication.

In the event of an emergency that threatens the safety of any person or property, students and staff are encouraged to follow the best practices discussed for their building regarding the use of any available cellular telephones.

School Safety Drill Plan

During every academic year, each school building that houses school children shall conduct, at a minimum, each of the following in accordance with the School Safety Drill Act, 105 ILCS 128/:

1. Three school evacuation drills
2. One bus evacuation drill
3. One severe weather and shelter-in-place drill
4. One law enforcement drill

Automated External Defibrillator (AED)

The Director or designee shall implement a written plan for responding to medical emergencies at the District's physical fitness facilities in accordance with the Fitness Facility Medical Emergency Preparedness Act. The plan shall provide for an automated external defibrillator (AED) to be available according to State law requirements. This policy does not create an obligation to use an AED nor is it intended to create any expectation that an AED will be present or a trained person will be present and/or able to use an AED.

Carbon Monoxide Alarms

The Director or designee shall implement a plan with the District's local fire officials to:

1. Determine which school buildings to equip with approved *carbon monoxide alarms* or *carbon monoxide detectors*,
2. Locate the required carbon monoxide alarms or carbon monoxide detectors within 20 feet of a carbon monoxide emitting device, and

3. Incorporate carbon monoxide alarm or detector activation procedures into each school building that requires a carbon monoxide alarm or detector. The Director or designee shall ensure each school building annually reviews these procedures.

Soccer Goal Safety

The Director or designee shall implement the Movable Soccer Goal Safety Act in accordance with the guidance published by the Illinois Department of Public Health. Implementation of the Act shall be directed toward improving the safety of movable soccer goals by requiring that they be properly anchored.

Unsafe School Choice Option

The unsafe school choice option allows students to transfer to another Joint Agreement school or to a public charter school within the Joint Agreement. The unsafe school choice option is available to:

1. All students attending a persistently dangerous school, as defined by State law and identified by the Illinois State Board of Education.
2. Any student who is a victim of a violent criminal offense, as defined by 725 ILCS 120/3, that occurred on school grounds during regular school hours or during a school-sponsored event.

The Director or designee shall develop procedures to implement the unsafe school choice option.

Emergency Closing

The Director is authorized to close school(s) in the event of hazardous weather or other emergency that threatens the safety of students, staff members, or school property.

Annual Review

The Board or its designee will annually review each school building's safety and security plans, protocols, and procedures, as well as each building's compliance with the school safety drill plan.

LEGAL REF.: 105 ILCS 5/10-20.2, 5/10-20.56, 5/18-12, 5/18-12.5, and 128/
210 ILCS 74/, Physical Fitness Facility Medical Emergency Preparedness Act.

CROSS REF.: 4:110 (Transportation), 4:175 (Convicted Child Sex Offender; Screening; Notifications), 4:180 (Pandemic Preparedness), 5:30 (Hiring Process and Criteria), 8:30 (Visitors to and Conduct on School Property), 8:100 (Relations with Other Organizations and Agencies)

ADOPTED: January 13, 2016

Operational Services

Convicted Child Sex Offender; Screening; Notifications

Persons Prohibited on School Property without Prior Permission

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

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

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

Screening

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

Notification to Parents/Guardians

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

LEGAL REF.: 20 ILCS 2635/, Uniform Conviction Information Act.
720 ILCS 5/11-9.3.
730 ILCS 152/, Sex Offender Community Notification Law.
730 ILCS 154/75-105, Murderer and Violent Offender Against Youth Community
Notification Law.

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

ADOPTED: December 14, 2016

Operational Services

Pandemic Preparedness

The Executive Council recognizes that the Joint Agreement will play an essential role along with the local health department and emergency management agencies in protecting the public's health and safety if an influenza pandemic occurs. Pandemic influenza is a worldwide outbreak of a virus for which there is little or no natural immunity and no vaccine; it spreads quickly to people who have not been previously exposed to the new virus.

To prepare the Joint Agreement community for a pandemic, the Director or designee shall: (1) learn and understand the roles that the federal, State, and local government would play in an epidemic; (2) form a pandemic planning team consisting of appropriate Joint Agreement personnel and community members to identify priorities and oversee the development and implementation of a comprehensive pandemic influenza school action plan; and (3) build awareness of the final plan among staff, students, and community.

Emergency School Closing

In the case of a pandemic, any decision for an emergency school closing will be made by the Director in consultation with and, if necessary, at the direction of the local health department, emergency management agencies, and Regional Office of Education.

LEGAL REF.: 105 ILCS 5/10-16.7 and 5/10-20.5.
Ill. Dept. of Public Health Act (Part 1), 20 ILCS 2305/2(b).
Ill. Emergency Management Agency Act, 20 ILCS 3305.
Ill. Educational Labor Relations Act, 115 ILCS 5/.

CROSS REF.: 2:20 (Powers and Duties of the Executive Council), 4:170 (Safety), 7:90 (Release During School Hours), 8:100 (Relations with Other Organizations and Agencies)

ADOPTED: May 10, 2017