

**TRI-COUNTY SPECIAL EDUCATION JOINT AGREEMENT
EXECUTIVE COUNCIL POLICY MANUAL
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General Personnel

Equal Employment Opportunity and Minority Recruitment

The Joint Agreement shall provide equal employment opportunities to all persons regardless of their race, color, creed, religion, national origin, sex, sexual orientation, age, ancestry, marital status, arrest record, military status, order of protection status, unfavorable military discharge, citizenship status provided the individual is authorized to work in the United States, use of lawful products while not at work, being a victim of domestic or sexual violence, genetic information, physical or mental handicap or disability, if otherwise able to perform the essential functions of the job with reasonable accommodation, pregnancy, childbirth, or related medical conditions; credit history, unless a satisfactory credit history is an established bona fide occupational requirement of a particular position, or other legally protected categories. No one will be penalized solely for his or her status as a registered qualifying patient or a registered designated caregiver for purposes of the Compassionate Use of Medical Cannabis Pilot 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: (1) requested, attempted to request, used, or attempted to use a reasonable accommodation as allowed by the Illinois Human Rights Act, or (2) initiated a complaint, was a witness, supplied information, or otherwise participated in an investigation or proceeding involving an alleged violation of this policy or State or federal laws, rules or regulations, provided the employee or applicant did not make a knowingly false accusation nor provide knowingly false information.

Administrative Implementation

The Director shall appoint a Nondiscrimination Coordinator for personnel who shall be responsible for coordinating the Joint Agreement's nondiscrimination efforts. The Nondiscrimination Coordinator may be the Director or a Complaint Manager for the Uniform Grievance Procedure. The Director shall insert into this policy the names, addresses, and telephone numbers of the Joint Agreement's current Nondiscrimination Coordinator and Complaint Managers.

Nondiscrimination Coordinator:

Staci Hood

Name

TC Ward School

120 Spring Street, Du Quoin, IL 62832

Address

shood@tcse.us

618-542-5954

Telephone

Complaint Managers:

<u>Janet Flesch</u>	<u>Michael Reel</u>
Name	Name
TC Dewey School	TC Central Office
<u>1000 N. Main Street, Anna, IL 62906</u>	<u>1725 Shomaker Drive, Murphysboro, IL 62966</u>
Address	Address
<u>jflesch@tcse.us</u>	<u>mreel@tcse.us</u>
618-833-4541	618-684-2109
Telephone	Telephone

The Director shall also use reasonable measures to inform staff members and applicants that the Joint Agreement is an equal opportunity employer, such as, by posting required notices and including this policy in the appropriate handbooks.

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.

LEGAL REF.: Age Discrimination in Employment Act, 29 U.S.C. §621 et seq.
Americans With Disabilities Act, Title I, 42 U.S.C. §12111 et seq.
Civil Rights Act of 1991, 42 U.S.C. §1981 et seq.
Equal Employment Opportunities Act (Title VII of the Civil Rights Act of 1964),
42 U.S.C. §2000e et seq., 29 C.F.R. Part 1601.
Equal Pay Act, 29 U.S.C. §206(d).
Genetic Information Nondiscrimination Act, 42 U.S.C. §2000ff et seq.
Immigration Reform and Control Act, 8 U.S.C. §1324a et seq.
Rehabilitation Act of 1973, 29 U.S.C. §791 et seq.
Title VI of the Civil Rights Act of 1964, 42 U.S.C. §2000d et seq.
Pregnancy Discrimination Act, 42 U.S.C. §2000e(k).
Title IX of the Education Amendments, 20 U.S.C. §1681 et seq., 34 C.F.R. Part
106.
Uniformed Services Employment and Reemployment Rights Act (1994), 38
U.S.C. §§4301 et seq.
Ill. Constitution, Art. I, §§17, 18, and 19.
105 ILCS 5/10-20.7, 5/10-20.7a, 5/10-21.1, 5/10-22.4, 5/10-23.5, 5/22-19, 5/24-4,
5/24-4.1, and 5/24-7.
Compassionate Use of Medical Cannabis Pilot Program Act, 410 ILCS 130/40.
Genetic Information Protection Act, 410 ILCS 513/25.
Ill. Whistleblower Act, 740 ILCS 174/.
Ill. Human Rights Act, 775 ILCS 5/1-103, 5/2-102, 5/2-103, and 5/6-101.
Religious Freedom Restoration Act, 775 ILCS 35/5.
Right to Privacy in the Workplace Act, 820 ILCS 55/10.
Employee Credit Privacy Act, 820 ILCS 70/.
Job Opportunities for Qualified Applicants Act, 820 ILCS 820 ILCS 75/.
Ill. Equal Pay Act of 2003, 820 ILCS 112/.
Victims' Economic Security and Safety Act, 820 ILCS 180/30.
Nursing Mothers in the Workplace Act, 820 ILCS 260.

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

ADOPTED: December 14, 2016

General Personnel

Workplace Harassment Prohibited

The Joint Agreement expects the workplace environment to be productive, respectful, and free of unlawful harassment. Joint Agreement employees shall not engage in harassment or abusive conduct on the basis of an individual's race, religion, national origin, sex, sexual orientation, age, citizenship status, disability, or other protected status identified in Council policy 5:10, *Equal Employment Opportunity and Minority Recruitment*. Harassment of students, including, but not limited to, sexual harassment, is prohibited by Council policy 7:20, *Harassment of Students Prohibited*.

Sexual Harassment Prohibited

The Joint Agreement shall provide a workplace environment free of unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct, or communications constituting harassment on the basis of sex as defined and otherwise prohibited by State and federal 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 verbal or physical conduct. The terms intimidating, hostile, or offensive include, but are not limited to, conduct that has the effect of humiliation, embarrassment, or discomfort. Sexual harassment will be evaluated in light of all the circumstances.

Making a Complaint; Enforcement

A violation of this policy may result in discipline, up to and including discharge. Any person making a knowingly false accusation regarding harassment will likewise be subject to disciplinary action, up to and including discharge. An employee's employment, compensation, or work assignment shall not be adversely affected by complaining or providing information about harassment. Retaliation against employees for bringing bona fide complaints or providing information about harassment is prohibited (see Council policy 2:260, *Uniform Grievance Procedure*).

Aggrieved persons, who 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.

Employees should report claims of harassment to the Nondiscrimination Coordinator and/or use the Council policy 2:260, *Uniform Grievance Procedure*. Employees may choose to report to a person of the employee's same sex. There are no express time limits for initiating complaints and grievances under this policy; however, every effort should be made to file such complaints as soon as possible, while facts are known and potential witnesses are available.

Whom to Contact with a Report or Complaint

The Director shall insert into this policy the names, addresses, and telephone numbers of the Joint Agreement's current Nondiscrimination Coordinator and Complaint Managers.

Nondiscrimination Coordinator:

Staci Hood
Name
TC Ward School
120 Spring Street, Du Quoin, IL 62832
Address
shood@tcse.us

618-542-5954
Telephone

Complaint Managers:

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Name
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1000 N. Main Street, Anna, IL 62906
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Telephone

Michael Reel
Name
TC Central Office
1725 Shomaker Drive, Murphysboro, IL 62966
Address
mreel@tcse.us

618-684-2109
Telephone

The Director shall also use reasonable measures to inform staff members and applicants of this policy, which shall include reprinting this policy in the appropriate handbooks.

LEGAL REF.: Title VII of the Civil Rights Act, 42 U.S.C. §2000e et seq.; 29 C.F.R. §1604.11.
 Title IX of the Education Amendments, 20 U.S.C. §1681 et seq.; 34 C.F.R. §1604.11.
 Ill. Human Rights Act, 775 ILCS 5/2-101(E), 5/2-102(D), 5/5-102, and 5/5-102.2.
 56 Ill. Admin.Code Parts 2500, 2510, 5210, and 5220.
 Burlington Industries v. Ellerth, 118 S.Ct. 2257 (1998).
 Crawford v. Metro. Gov’t of Nashville & Davidson County, 129 S. Ct. 846 (2009).
 Faragher v. City of Boca Raton, 118 S.Ct. 2275 (1998).
 Franklin v. Gwinnett Co. Public Schools, 112 S.Ct. 1028 (1992).
 Harris v. Forklift Systems, 114 S.Ct. 367 (1993).
 Jackson v. Birmingham Board of Education, 125 S.Ct. 1497 (2005).
 Meritor Savings Bank v. Vinson, 106 S.Ct. 2399 (1986).
 Oncale v. Sundown Offshore Services, 118 S.Ct. 998 (1998).
 Porter v. Erie Foods International, Inc., 576 F.3d 629 (7th Cir. 2009).
 Sangamon County Sheriff’s Dept. v. Ill. Human Rights Com’n, 908 N.E.2d 39 (Ill., 2009).
 Vance v. Ball State University, 133 S. Ct. 2434 (2013).

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

ADOPTED: September 14, 2016

General Personnel

Hiring Process and Criteria

The Joint Agreement hires the most qualified personnel consistent with budget and staffing requirements and in compliance with Executive Council policy on equal employment opportunity and minority recruitment. The Director is responsible for recruiting personnel and making hiring recommendations to the Council. If the Director's recommendation is rejected, the Director must submit another. The Director may select personnel on a short-term basis for a specific project or emergency condition before the Council's approval. No individual will be employed who has been convicted of a criminal offense listed in Section 5/21B-80(c) of the School Code.

All applicants must complete a Joint Agreement application in order to be considered for employment.

Job Descriptions

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

Investigations

The 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. The Director or designee shall notify an applicant if the applicant is identified in either database. The School Code requires the Council Chair to keep a conviction record confidential and share it only with the Director, Regional Superintendent, State Superintendent, State Educator Preparation and Licensure Board, any other person necessary to the hiring decision, or for purposes of clarifying the information, the Department of State Police and/or Statewide Sex Offender Database.

Each newly hired employee must complete an Immigration and Naturalization Service 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 Section 5/ 21B-80 of the School Code or who falsifies, or omits facts from, his or her employment application or other employment documents.

The Director shall ensure that the District does not engage in any investigation or inquiry prohibited by law, including without limitation, investigation into or inquiry concerning: (1) credit history or report unless a satisfactory credit history is an established bona fide occupational requirement of a particular position; (2) claim(s) made or benefit(s) received under Workers' Compensation Act; and (3) access to an employee's or applicant's social networking website, including a request for passwords to such sites.

Physical Examinations

Each new employee must furnish evidence of physical fitness to perform assigned duties and freedom from communicable disease. The physical fitness examination must be performed by a physician licensed in Illinois, or any other state, to practice medicine and surgery in any of its branches, or an advanced practice nurse who has a written collaborative agreement with a collaborating physician that

authorizes the advanced practice nurse to perform health examinations, or a physician assistant who has been delegated the authority by his or her supervising physician to perform health examinations. The employee must have the physical examination performed no more than 90 days before submitting evidence of it to the Joint Agreement.

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

Orientation Program

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

LEGAL REF.: 105 ILCS 5/10-21.9 and 5/24-5.
Employee Credit Privacy Act, 820 ILCS 70/
Right to Privacy in the Workplace Act, 820 ILCS 55/
Americans with Disabilities Act, 42 U.S.C. §12112, 29 C.F.R. Part 1630.
Immigration Reform and Control Act, 8 U.S.C. §1324a et seq.
105 ILCS 5/10-16.7, 5/10-20.7, 5/10-21.4, 5/10-21.9, 5/21B-10, 5/21B-80, 5/10-22.34, 5/10-22.34b, 5/22-6.5, and 5/24-1 et seq.
820 ILCS 55/ and 70/
Duldulao v. St. Mary of Nazareth Hospital, 483 N.E.2d 956 (Ill.App.1, 1985), *aff'd in part and remanded* 505 N.E.2d 314 (Ill., 1987).
Kaiser v. Dixon, 468 N.E.2d 822 (Ill.App.2, 1984).
Molitor v. Chicago Title & Trust Co., 59 N.E.2d 695 (Ill.App.1, 1945).

CROSS REF.: 3:50 (Administrative Personnel Other Than the Executive Director), 4:175 (Convicted Child Sex Offender; Screening; Notifications), 5:10 (Equal Employment Opportunity and Minority Recruitment), 5:40 (Communicable and Chronic Infectious Disease), 5:90 (Abused and Neglected Child Reporting), 5:125 (Personal Technology and Social Media; Usage and Conduct), 5:220 (Substitute Teachers), 5:280 (Educational Support Personnel - Duties and Qualifications)

ADOPTED: November 17, 2014

General Personnel

Compliance with the Fair Labor Standards Act

Job Classifications

The 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. Sunday until 11:59 p.m. Saturday. 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 Director or designee’s written pre-approval for any long term or repeated use of overtime that can be reasonably anticipated, (3) ensure that overtime provisions of this policy and the FLSA are followed, and (4) ensure that employees are compensated for any overtime worked. Accurate and complete time sheets of actual hours worked during the workweek shall be signed by each employee and submitted to the business office. The business office will review work records of employees on a regular basis, make an assessment of overtime use, and provide the assessment to the Director.

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 Council policy 5:240, *Professional Personnel - Suspension*. Non-licensed employees may be suspended without pay in accordance with Council policy 5:290, *Educational Support Personnel - 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.

LEGAL REF.: 820 ILCS 105/4a.
Fair Labor Standards Act, 29 U.S.C. §201 et seq., 29 C.F.R. Parts 516, 541, 548,
553, 778, and 785.

CROSS REF.: 5:240 (Suspension), 5:290 (Employment Termination and Suspensions)

ADOPTED: May 14, 2014

General Personnel

Communicable and Chronic Infectious Disease

The Director or designee shall develop and implement procedures for managing known or suspected cases of a communicable and chronic infectious disease involving Joint Agreement employees that are consistent with State and federal law, Illinois Department of Public Health rules, and Executive Council policies.

An employee with a communicable or chronic infectious disease is encouraged to inform the 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 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.

An employee with a communicable or chronic infectious disease will be permitted to retain his or her position 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 Council's employment policies including sick and/or other leave, physical examinations, temporary and permanent disability, and termination.

LEGAL REF.: Americans With Disabilities Act, 42 U.S.C. §12101 et seq.; 29 C.F.R. §1630.1 et seq., amended by the Americans with Disabilities Act Amendments Act (ADAAA), Pub. L. 110-325.
Rehabilitation Act of 1973, 29 U.S.C. §791; 34 C.F.R. §104.1 et seq.
Department of Public Health Act, 20 ILCS 2305/6.
105 ILCS 5/24-5.
Personnel Record Review Act, 820 ILCS 40/.
Control of Communicable Diseases, 77 Ill.Admin.Code Part 690.

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

ADOPTED: July 8, 2015

General Personnel

Drug- and Alcohol-Free Workplace; Tobacco Prohibition

All District workplaces are drug- and alcohol-free workplaces. All employees are prohibited from engaging in any of the following activities while on District premises or while performing work for the District:

1. Unlawful manufacture, dispensing, distribution, possession, or use of an illegal or controlled substance, or being 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 under the influence of an alcoholic beverage; being present on District premises or while performing work for the District when alcohol consumption is detectible, regardless of when and/or where the use occurred.
3. Possession or use of medical cannabis.

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.

As a condition of employment, each employee shall:

1. Abide by the terms of the Board policy respecting a drug- and alcohol-free workplace; and
2. Notify his or her supervisor of his or her conviction under any criminal drug statute for a violation occurring on the District premises or while performing work for the District, no later than 5 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 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 District 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 District may impose upon employees for violations of this policy.

Tobacco 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 tobacco products applies both (1) when an employee is on school property, and (2) while an employee is performing work for the District at a school event regardless of the event's location. *Tobacco* shall have the meaning provided in section 10-20.5b of the School Code.

District Action Upon Violation of Policy

An employee who violates this policy may be subject to disciplinary action, including termination. Alternatively, the School 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 District 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 Superintendent shall notify the appropriate State or federal agency from which the District receives contract or grant monies of the employee's conviction within 10 days after receiving notice of the conviction.

LEGAL REF.: Americans With Disabilities Act, 42 U.S.C. §12114.
 Compassionate Use of Medical Cannabis Pilot Program, 410 ILCS 130/.
 Controlled Substances Act, 21 U.S.C. §812; 21 C.F.R. §1308.11-1308.15.
 Drug-Free Workplace Act of 1988, 41 U.S.C. §8101 et seq.
 Safe and Drug-Free School and Communities Act of 1994, 20 U.S.C. §7101 et seq.
 Drug-Free Workplace Act, 30 ILCS 580/.
 105 ILCS 5/10-20.5b.

CROSS REF.: 8:30 (Visitors to and Conduct on School Property)

ADOPTED: October 14, 2015

General Personnel

Expenses

The Board regulates the reimbursement of all travel, meal, and lodging expenses by resolution. Money shall not be advanced or 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. Employees must submit the appropriate itemized, signed, standardized form(s) to support any requests for expense advancements, 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 advancement or 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 advancement, reimbursement, or purchase order will be or was expended.
4. The nature of the official business conducted when the expense advancement, reimbursement, or purchase order will be or was expended.

Advancements

The Director may advance expenses to teachers and other licensed employees for the anticipated actual and necessary expenses to be incurred while attending meetings that are related to their duties and will contribute to their professional development, provided they fall below the maximum allowed in the Board's expense regulations.

Expense advancement requests must be submitted to the Director or designee on the Joint Agreement's standardized estimated expense approval form for employees. After spending expense advancements, employees must use the Joint Agreement's standardized expense reimbursement form and submit to the Director: (a) the itemized, signed advancement voucher that was issued, and (b) the amount of actual expenses by attaching receipts. Any portion of an expense advancement not used must be returned to the Joint Agreement. Expense advancements and vouchers shall be presented to the Board in its regular bill process.

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 advancements, 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. Copies of airline tickets 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, or other local transportation costs.

Meals

Meals charged to the Joint Agreement should represent mid-fare 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.

LEGAL REF.: 105 ILCS 5/10-22.32.
Local Government Travel Expense Control Act, 50 ILCS 150/.

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

ADOPTED: December 14, 2016

General Personnel

Religious Holidays

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

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

LEGAL REF.: Religious Freedom Restoration Act, 775 ILCS 35/15.
Illinois Human Rights Act, 775 ILCS 5/2-101 and 5/2-102.

ADOPTED: May 10, 2017

General Personnel

Court Duty

Please refer to the applicable collective bargaining agreement.

For employees not covered by a current applicable bargaining agreement:

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

The Joint Agreement will deduct any fees that an employee receives for such duties, 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.

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

ADOPTED: May 10, 2017

General Personnel

Abused and Neglected Child Reporting

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

The report shall include, if known:

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

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

Any District 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 800/843-5678, or online at www.cybertipline.com. The Director or Building Principal shall also be promptly notified of the discovery and that a report has been made.

Any District employee who observes any act of hazing that does bodily harm to a student must report that act to the Building Principal, 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 Superintendent or Building Principal. Hazing is defined as any intentional, knowing, or reckless act directed to or required of a student for the purpose of being initiated into, affiliating with, holding office in, or maintaining membership in any group, organization, club, or athletic team whose members are or include other students.

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

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

All District employees shall:

1. Before beginning employment, sign the *Acknowledgement of Mandated Reporter Status* form provided by DCFS. The Superintendent or designee shall ensure that the signed forms are retained.
2. Complete mandated reporter training as required by law within one year of initial employment and at least every 5 years after that date.

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

Special Director Responsibilities

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

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

Special Board Member Responsibilities

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

LEGAL REF.: 105 ILCS 5/10-21.9.
20 ILCS 1305/1-1 et seq.
20 ILCS 2435/.
325 ILCS 5/.
720 ILCS 5/12C-50.1.

CROSS REF.: 2:20 (Powers and Duties of the School Board), 5:20 (Workplace Harassment Prohibited), 5:100 (Staff Development Program), 5:120 (Employee Ethics; Conduct; and Conflict of Interest), 5:150 (Personnel Records), 6:120 (Education of Children with Disabilities), 6:250 (Community Resource Persons and Volunteers), 7:20 (Harassment of Students Prohibited), 7:150 (Agency and Police Interviews)

ADOPTED: January 13, 2016

General Personnel

Staff Development Program

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

The staff development program shall provide, at a minimum, at least once every 2 years, the in-service training of licensed school personnel and administrators on current best practices regarding the identification and treatment of attention deficit disorder and attention deficit hyperactivity disorder, the application of non-aversive behavioral interventions in the school environment, and the use of psychotropic or psychostimulant medication for school-age children.

The staff development program shall provide, at a minimum, once every 2 years, the in-service training of all District staff on educator ethics, teacher-student conduct, and school employee-student conduct.

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

1. At least, once every 2 years, training of all District staff by a person with expertise on anaphylactic reactions and management.
2. At least every 2 years, an in-service to train school personnel, at a minimum, to understand, provide information and referrals, and address issues pertaining to youth who are parents, expectant parents, or victims of domestic or sexual violence.
3. Training that, at a minimum, provides District staff with a basic knowledge of matters relating to acquired immunodeficiency syndrome (AIDS) and the availability of appropriate sources of counseling and referral.
4. Training for school personnel who work with students in grades 7 through 12 to identify the warning signs of mental illness and suicidal behavior in adolescents and teens along with appropriate intervention and referral techniques.
5. Abused and Neglected Child Reporting Act (ANCRA), School Code, and *Erin's Law* Training as follows:
 - a. Staff development for local school site personnel who work with students in grades kindergarten through 8, in the detection, reporting and prevention of child abuse and neglect (see policy 5:90, *Abused and Neglected Child Reporting*).
 - b. Within one year of employment, each staff member must complete mandated reporter training from a provider or agency with expertise in recognizing and reporting child abuse. Mandated reporter training must be completed again at least every 5 years (see policy 5:90, *Abused and Neglected Child Reporting*).
 - c. Informing educators about the recommendation in the *Erin's Law* Taskforce Report requesting them to attend continuing professional development programs that address the prevention and identification of child sexual abuse (see policy 5:90, *Abused and Neglected Child Reporting*).
6. Education for staff instructing students in grades 7 through 12, concerning teen dating violence as recommended by the District's Nondiscrimination Coordinator, Building Principal, Assistant Building Principal, Dean of Students or Complaint Manager.

7. Ongoing professional development for teachers, administrators, school resource officers, and staff regarding the adverse consequences of school exclusion and justice-system involvement, effective classroom management strategies, culturally responsive discipline, and developmentally appropriate disciplinary methods that promote positive and healthy school climates.
8. Annual continuing education and/or training opportunities (*professional standards*) for school nutrition program directors, managers, and staff. Each school food authority's director shall document compliance with this requirement by the end of each school year and maintain documentation for a three year period.
9. All high school coaching personnel, including the head and assistant coaches, and athletic directors must obtain online concussion certification by completing online concussion awareness training in accordance with 105 ILCS 25/1.15. Coaching personnel and athletic directors hired before 8-18-2014 must be certified by 8-19-2015; if hired on or after 8-19-2014, they must be certified before their position's start date.
10. The following individuals must complete concussion training as specified in the Youth Sports Concussion Safety Act: coaches and assistant coaches (whether volunteer or employee) of an interscholastic athletic activity; nurses serving on the Concussion Oversight Team; athletic trainers; game officials of an interscholastic athletic activity; and physicians serving on the Concussion Oversight Team. Individuals covered by this training mandate were to initially complete the training by 9-1-16.
11. Every two years, school personnel who work with students must complete an in-person or online training program on the management of asthma, the prevention of asthma symptoms, and emergency response in the school setting.

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

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

LEGAL REF.: 105 ILCS 5/2-3.62, 5/10-22.6(c-5), 5/10-22.39, 5/22-80(h), 5/10-23.12, 5/24-5,
25/1.15 and 110/3.
325 ILCS 5/4, Abused and Neglected Child Reporting Act.
745 ILCS 49/, Good Samaritan Act.
7 C.F.R. Part 210.
23 Ill.Admin.Code Part 525.

CROSS REF.: 3:40 (Director), 3:50 (Administrative Personnel Other Than the Director), 4:160
(Environmental Quality of Buildings and Grounds), 5:20 (Workplace Harassment
Prohibited), 5:90 (Abused and Neglected Child Reporting), 5:120 (Employee
Ethics; Conduct; and Conflict of Interest), 5:250 (Leaves of Absence), 6:15
(School Accountability), 6:20 (School Year Calendar and Day), 7:20
(Harassment of Students Prohibited), 7:180 (Prevention of and Response to
Bullying, Intimidation, and Harassment), 7:185 (Teen Dating Violence
Prohibited), 7:270 (Administering Medicines to Students), 7:285 (Food Allergy
Management Program), 7:290 (Suicide and Depression Awareness and
Prevention), 7:305 (Student Athlete Concussions and Head Injuries)

ADOPTED: December 14, 2016

General Personnel

Recognition for Service

The Executive Council will periodically recognize those Joint Agreement employees who contribute significantly to the educational programs and welfare of the students.

ADOPTED: May 10, 2017

General Personnel

Employee Ethics; Conduct; and Conflict of Interest

Professional and Appropriate Conduct

All Joint Agreement employees are expected to maintain high standards in their school relationships, to demonstrate integrity and honesty, to be considerate and cooperative, and to maintain professional and appropriate relationships with students, parents, staff members, and others. In addition, the *Code of Ethics for Illinois Educators*, adopted by the Illinois State Board of Education, is incorporated by reference into this policy. The Director or designee shall identify appropriate employee conduct standards and provide them to staff members. Any employee who sexually harasses a student or otherwise violates an employee conduct standard will be subject to discipline up to and including dismissal.

Statement of Economic Interests

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

1. Director;
2. Building Principal;
3. Technical Assistance Supervisor;
4. Head of any department;
5. 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;
6. Hearing officer;
7. Any employee having supervisory authority for 20 or more employees; and
8. Any employee in a position that requires an administrative or a chief school business official endorsement.

Ethics and Gift Ban

Executive Council 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 Joint 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 Council 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 when the employee has a real or apparent conflict of interest as defined by 2 C.F.R. §200.318(c)(1). Employees shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to agreements or contracts.

Situations in which the interest is not substantial or the gift is an unsolicited item of nominal value must comply with State law and Board policy 2:105, *Ethics and Gift Ban*.

Outside Employment

Employees shall not engage in any other employment or in any private business during regular working hours or at such other times as are necessary to fulfill appropriate assigned duties.

Incorporated

by reference: 5:120-E (Exhibit - Code of Ethics for Illinois Educators)

LEGAL REF.:

U.S. Constitution, First Amendment.
2 C.F.R. §200.318(c)(1).
5 ILCS 420/4A-101 and 430/.
50 ILCS 135/.
105 ILCS 5/10-22.39 and 5/22-5.
775 ILCS 5/5A-102.
23 Ill.Admin.Code Part 22, Code of Ethics for Illinois Educators.
Pickering v. Board of Township H.S. Dist. 205, 391 U.S. 563 (1968).
Garcetti v. Ceballos, 547 U.S. 410 (2006).

CROSS REF.:

2:105 (Ethics and Gift Ban), 4:60 (Purchases and Contracts), 5:100 (Staff Development Program)

ADOPTED:

May 10, 2017

General Personnel

Personal Technology and Social Media; Usage and Conduct

Definitions

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

Social media - Media for social interaction, using highly accessible communication techniques through the use of web-based and mobile technologies to turn communication into interactive dialogue. This includes, but is not limited to, services such as *Facebook, LinkedIn, Twitter, Instagram, Snapchat, and YouTube.*

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

Usage and Conduct

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

1. Adhere to the high standards for appropriate school relationships required by policy 5:120, *Employee Ethics; Conduct; and Conflict of Interest* at all times, regardless of the ever-changing social media and personal technology platforms available. This includes Joint Agreement employees posting images or private information about themselves or others in a manner readily accessible to students and other employees that is inappropriate as defined by policy 5:20, *Workplace Harassment Prohibited*; 5:100, *Staff Development Program*; 5:120, *Employee Ethics; Conduct; and Conflict of Interest*; 6:235, *Access to Electronic Networks*; 7:20, *Harassment of Students Prohibited*; and the Ill. Code of Educator Ethics, 23 Ill.Admin.Code §22.20.
2. Choose a Joint Agreement-provided or supported method whenever possible to communicate with students and their parents/guardians.
3. Not interfere with or disrupt the educational or working environment, or the delivery of education or educational support services.
4. Comply with policy 5:130, *Responsibilities Concerning Internal Information*. This means that personal technology and social media may not be used to share, publish, or transmit information about or images of students and/or Joint Agreement employees without proper approval. For Joint Agreement employees, proper approval may include implied consent under the circumstances.
5. Refrain from using the Joint Agreement’s logos without permission and follow Council policy 5:170, *Copyright*, and all Joint Agreement copyright compliance procedures.
6. 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.

7. 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 Council expressly disclaims any responsibility for imposing content filters, blocking lists, or monitoring of its employees' personal technology and social media.
8. 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.

The Director shall:

1. Inform Joint Agreement employees about this policy during the in-service on educator ethics, teacher-student conduct, and school employee-student conduct required by Council policy 5:120, *Employee Ethics; Conduct; and Conflict of Interest*.
2. Direct Building Principals to annually:
 - a. Provide their building staff with a copy of this policy.
 - b. Inform their building staff about the importance of maintaining high standards in their school relationships.
 - c. Remind their building staff 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 non one for the Joint Agreement or on its behalf, requests of an employee or applicant access in any manner to his or her social networking website or requests passwords to such sites.
5. Periodically review this policy and any procedures with Joint Agreement employee representatives and electronic network system administrator(s) and present proposed changes to the Council.

LEGAL REF.: 105 ILCS 5/ 21B-75 and 5/ 21B-80.
 Ill. Human Rights Act, 775 ILCS 5/5A-102.
 Code of Ethics for Ill. Educators, 23 Ill.Admin.Code §22.20.
Garcetti v. Ceballos, 547 U.S. 410 (2006).
Pickering v. High School Dist. 205, 391 U.S. 563 (1968).
Mayer v. Monroe County Community School Corp., 474 F.3d 477 (7th Cir. 2007).

CROSS REF.: 5:20 (Workplace Harassment Prohibited), 5:30 (Hiring Process and Criteria), 5:100 (Staff Development Program), 5:120 (Employee Ethics; Conduct; and Conflict of Interest), 5:130 (Responsibilities Concerning Internal Information), 5:150 (Personnel Records), 5:170 (Copyright), 5:200 (Terms and Conditions of Employment and Dismissal), 6:235 (Access to Electronic Networks), 7:20 (Harassment of Students Prohibited), 7:340 (Student Records)

ADOPTED: December 14, 2016

General Personnel

Responsibilities Concerning Internal Information

Joint Agreement employees are responsible for maintaining: (1) the integrity and security of all internal information, and (2) the privacy of confidential records, including but not limited to: student school records, personnel records, and the minutes of, and material disclosed in, a closed Executive Council 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.

LEGAL REF.: Family Educational and Privacy Rights Act, 20 U.S.C. §1232g.
Uses and Disclosures of Protected Health Information; General Rules, 45 C.F.R. §164.502.
Ill. Freedom of Information Act, 5 ILCS 140/.
Local Records Act, 50 ILCS 205/.
105 ILCS 10/.
Personnel Record Review Act, 820 ILCS 40/.

CROSS REF.: 2:140 (Communications To and From the Council), 2:250 (Access to Joint Agreement Public Records), 5:150 (Personnel Records), 7:340 (Student Records)

ADOPTED: July 11, 2012

General Personnel

Solicitations

From Staff

Joint Agreement employees shall not solicit donations or sales, nor shall they be solicited for donations or sales, on school grounds without prior approval from the Director.

From Outside Organizations

Solicitation by outside organizations and/or individuals for donations from staff and students is not permitted. In extenuating circumstances, upon a request to the director, the Executive Council will consider an exception.

Any type of sale solicitation in the Joint Agreement by an outside organization and/or individual is not allowed without prior approval from the Executive Council.

CROSS REF.: 8:90 (Parent Organizations and Booster Clubs)

ADOPTED: May 10, 2017

General Personnel

Personnel Records

The Director or designee shall manage a process for responding to inquiries by a prospective employer concerning a current or former employee's job performance. The Director shall execute the requirements in the Abused and Neglected Child Reporting Act whenever another school district or Joint Agreement asks for 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 requested for information about an employee by an entity other than a prospective employer, the Joint Agreement will only confirm position and employment dates unless the employee has submitted a written request to the Director or designee.

Please refer to the following current agreement:

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

For employees not covered by this agreement:

The Director or designee shall manage the maintenance of personnel records in accordance with State and federal law and Executive Council policy. Records, as determined by the Director, are retained for all employment applicants, employees, and former employees given the need for the Joint Agreement to document employment-related decisions, evaluate program and staff effectiveness, and comply with government recordkeeping and reporting requirements. Personnel records shall be maintained in the Joint Agreement's administrative office, under the Director's direct supervision.

Access to personnel records is available as follows:

1. An employee will be given access to his or her personnel records according to State law and guidelines developed by the Director.
2. An employee's supervisor or other management employee who has an employment or business-related reason to inspect the record is authorized to have access.
3. Anyone having the respective employee's written consent may have access.
4. Access will be granted to anyone authorized by State or federal law to have access.
5. All other requests for access to personnel information are governed by Council policy 2:250, *Access to Joint Agreement Public Records*.

LEGAL REF.: 745 ILCS 46/10.
820 ILCS 40/.
23 Ill.Admin.Code §1.660.

CROSS REF.: 2:250 (Access to Joint Agreement's Public Records), 7:340 (Student Records)

ADOPTED: September 14, 2016

General Personnel

Copyright

Works Made for Hire

The Director shall manage the development of instructional materials and computer programs by employees during the scope of their employment in accordance with State and federal laws and Executive Council policies. Whenever an employee is assigned to develop instructional materials and/or computer programs, or otherwise performs such work within the scope of his or her employment, it is assured the Joint Agreement shall be the owner of the copyright.

Copyright Compliance

While staff members may use appropriate supplementary materials, it is each staff member's responsibility to abide by the Joint Agreement's copyright compliance procedures and to obey the copyright laws. The Joint Agreement is not responsible for any violations of the copyright laws by its staff or students. A staff member should contact the Director or designee whenever the staff member is uncertain about whether using or copying material complies with the Joint Agreement's procedures or is permissible under the law, or wants assistance on when and how to obtain proper authorization. No staff member shall, without first obtaining the permission of the Director or designee, install or download any program on a Joint Agreement-owned computer. At no time shall it be necessary for a Joint Agreement staff member to violate copyright laws in order to properly perform his or her duties.

Copyright Infringement; Designation of District Digital Millennium Copyright Act (DMCA) Agent

The employee listed below receives complaints about copyright infringement within the use of the District's online services. The Director or designee will register this information with the federal Copyright Office as required by federal law.

District DMCA Agent:

Robert Johnson

Name

1725 Shomaker Dr.,

Address

Address

rjohnson@tcse.us

Email

Email

618-684-2109

Telephone

Telephone

LEGAL REF.: Federal Copyright Law of 1976, 17 U.S.C. §101 et seq.
105 ILCS 5/10-23.10.

CROSS REF.: 6:235 (Access to Electronic Networks)

ADOPTED: September 14, 2016

General Personnel

Temporary Illness or Temporary Incapacity

A temporary illness or temporary incapacity is an illness or other capacity of ill-being that renders an employee physically or mentally unable to perform assigned duties. During such a period, the employee is required to use accumulated sick leave benefits. However, if the leave is due to a work-related injury, the employee will have the option of supplementing Worker's Compensation benefits with sick time. If supplementing, income received from Worker's Compensation will be deducted from the Joint Agreement's Compensation liability to the employee. The Executive Council's intent is that in no case will the employee, who is temporarily disabled, receive more than 100 percent of their gross salary.

Those insurance plans privately purchased by the employee and to which the Joint Agreement does not contribute, are not applicable to this policy.

If illness, incapacity, or any other condition causes an employee to be absent in one school year, after exhaustion of all available leave, for more than 90 consecutive work days, such absence may be considered a permanent disability and the Board may begin dismissal proceedings subject to State and federal law, including the Americans with Disabilities Act. The Superintendent may recommend this paragraph's use when circumstances strongly suggest that the employee returned to work intermittently in order to avoid this paragraph's application. This paragraph shall not be considered a limitation on the Counsel's authority to take any action concerning an employee that is authorized by State and federal law.

Any employee may be required to have an examination, at the Joint Agreement's expense, by a physician who is licensed in Illinois to practice medicine and surgery in all its branches, an advanced practice nurse who has a written collaborative agreement with a collaborating physician that authorizes the advanced practice nurse to perform health examinations, or a physician assistant who has been delegated the authority by his or her supervisor to perform health examinations if the examination is job-related and consistent with business necessity.

LEGAL REF.: Americans with Disabilities Act, 42 U.S.C. §12102.
 105 ILCS 5/10-22.4, 5/24-12, and 5/24-13.
 Elder v. School Dist. No.127 1/2, 208 N.E.2d 423 (Ill.App.1, 1965).
 School Joint Agreement No. 151 v. ISBE, 507 N.E.2d 134 (Ill.App.1, 1987).

CROSS REF.: 5:30 (Hiring Process and Criteria), 5:185 (Family and Medical Leave), 5:250
 (Leaves of Absence), 5:330 (Sick Days, Vacation, Holidays, and Leaves)

ADOPTED: July 8, 2015

General Personnel

Family and Medical Leave

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, beginning July 1 and ending June 30 of the next year.

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 paid leave for unpaid FMLA leave. All policies and rules regarding the use of paid leave apply when paid leave is substituted for unpaid FMLA leave. Any substitution of paid leave for unpaid FMLA leave will count against the employee's FMLA leave entitlement. Use of FMLA leave shall not preclude the use of other applicable unpaid leave that will extend the employee's leave beyond 12 weeks, provided that the use of FMLA leave shall not serve to extend such other unpaid leave. Any full workweek period during which the employee would not have been required to work, including summer break, winter break and spring break, is not counted against the employee's FMLA leave entitlement.

FMLA leave is available in one or more of the following instances:

1. The birth and first-year care of a son or daughter.
2. The adoption or foster placement of a son or daughter, including absences from work that are necessary for the adoption or foster care to proceed and expiring at the end of the 12-month period beginning on the placement date.
3. The serious health condition of an employee's spouse, child, or parent.
4. The employee's own serious health condition that makes the employee unable to perform the functions of his or her job.
5. The existence of a qualifying exigency arising out of the fact that the employee's spouse, child, or parent is a military member on covered active duty or has been notified of an impending call or order to active duty, as provided in federal rules.
6. To care for the employee's spouse, child, parent, or next of kin who is a covered servicemember with a serious injury or illness, as provided by federal rules.

If spouses are employed by the Joint Agreement, they may together take only 12-weeks for FMLA leaves when the reason for the leave is 1 or 2, above, or to care for a parent with a serious health condition, or a combined total of 26 weeks for item 6 above.

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

Eligibility

To be eligible for FMLA leave, an employee must be employed at a worksite where at least 50 employees are employed within 75 miles. In addition, one of the following provisions must describe the employee:

1. The employee has been employed by the Joint Agreement for at least 12 months and has been employed for at least 1,250 hours of service during the 12-month period immediately before the beginning of the leave. The 12 months an employee must have been employed by the Joint Agreement need not be consecutive. However, the Joint Agreement will not consider any period of previous employment that occurred more than seven years before the date of the most recent hiring, except when the service break is due to fulfillment of a covered service obligation under the employee's Uniformed Services Employment and Reemployment Rights Act (USERRA), 38 U.S.C. 4301, et seq., or when a written agreement exists concerning the Joint Agreement's intention to rehire the employee.
2. The employee is a full-time classroom teacher and has worked for the Joint Agreement at least 12 months.

Requesting Leave

If the need for the FMLA leave is foreseeable, an employee must provide the Director or designee with at least 30 days' advance notice before the leave is to begin. If 30 days' advance notice is not practicable, the notice must be given as soon as practicable. The employee shall make a reasonable effort to schedule a planned medical treatment so as not to disrupt the Joint Agreement's operations, subject to the approval of the health care provider administering the treatment. The employee shall provide at least verbal notice sufficient to make the Director or designee aware that he or she needs FMLA leave, and the anticipated timing and duration of the leave. Failure to give the required notice for a foreseeable leave may result in a delay in granting the requested leave until at least 30 days after the date the employee provides notice.

Certification

Within 15 calendar days after the Superintendent or designee makes a request for certification for a FMLA leave, an employee must provide one of the following:

1. When the leave is to care for the employee's covered family member with a serious health condition, the employee must provide a complete and sufficient certificate signed by the family member's health care provider.
2. When the leave is due to the employee's own serious health condition, the employee must provide a complete and sufficient certificate signed by the employee's health care provider.
3. When the leave is to care for a covered servicemember with a serious illness or injury, the employee must provide a complete and sufficient certificate signed by an authorized health care provider for the covered servicemember.
4. When the leave is because of a qualified exigency, the employee must provide: (a) a copy of the covered military member's active duty orders or other documentation issued by the military indicating that the military member is on active duty or call to active duty status, and the dates of the covered military member's active duty service, and (b) a statement or description, signed by the employee, of appropriate facts regarding the qualifying exigency for which FMLA leave is requested.

The Joint Agreement may require an employee to obtain a second and third opinion at its expense when it has reason to doubt the validity of a medical certification.

The Joint Agreement may require recertification at reasonable intervals, but not more often than once every 30 days. Regardless of the length of time since the last request, the Joint Agreement may

request recertification when the, (1) employee requests a leave extension, (2) circumstances described by the original certification change significantly, or (3) Joint Agreement receives information that casts doubt upon the continuing validity of the original certification. Recertification is at the employee's expense and must be provided to the Joint Agreement within 15 calendar days after the request. The Joint Agreement may request recertification every six months in connection with any absence by an employee needing an intermittent or reduced schedule leave for conditions with a duration in excess of six months.

Failure to furnish a complete and sufficient certification on forms provided by the Joint Agreement may result in a denial of the leave request.

Continuation of Health Benefits

During FMLA leave, employees are entitled to continuation of health benefits that would have been provided if they were working. Any share of health plan premiums being paid by the employee before taking the leave, must continue to be paid by the employee during the FMLA leave. A Joint Agreement's obligation to maintain health insurance coverage ceases if an employee's premium payment is more than 30 days late and the Joint Agreement notifies the employee at least 15 days before coverage will cease.

Changed Circumstances and Intent to Return

An employee must provide the Director or designee reasonable notice of changed circumstances (i.e., within two business days if the changed circumstances are foreseeable) that will alter the duration of the FMLA leave. The Director or designee, taking into consideration all of the relevant facts and circumstances related to an individual's leave situation, may ask an employee who has been on FMLA leave for eight consecutive weeks whether he or she intends to return to work.

Return to Work

If returning from FMLA leave occasioned by the employee's own serious health condition, the employee is required to obtain and present certification from the employee's health care provider that he or she is able to resume work.

An employee returning from FMLA leave will be given an equivalent position to his or her position before the leave, subject to: (1) permissible limitations the Joint Agreement may impose as provided in the FMLA or implementing regulations, and (2) the Joint Agreement's reassignment policies and practices.

Classroom teachers may be required to wait to return to work until the next semester in certain situations as provided by the FMLA regulations.

Implementation

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

LEGAL REF.: Family and Medical Leave Act, 29 U.S.C. §2601 et seq., 29 C.F.R. Part 825.

CROSS REF.: 5:180 (Temporary Illness or Temporary Incapacity), 5:250 (Leaves of Absence), 5:310 (Compensatory Time-Off), 5:330 (Sick Days, Vacation, Holidays, and Leaves)

ADOPTED: December 14, 2016

Professional Personnel

Teacher Qualifications

A teacher, as the term is used in this policy, refers to a Joint Agreement employee who is required to be licensed under State law. Each teacher must:

- a. Have a valid Illinois Professional Educator License issued by the State Superintendent of Education with the required endorsements as provided in the School Code.
- b. Provide the Joint Agreement Office with a complete official transcript of credits earned in institutions of higher education.
- c. On or before September 1 of each year, unless otherwise provided in an applicable collective bargaining agreement, provide the Joint Agreement Office with an official transcript of any credits earned since the date the last transcript was filed.
- d. Notify the Director of any change in the teacher's transcript.

The Director or designee shall:

1. Monitor compliance with State and federal law requirements that teachers be appropriately licensed; and
2. Through incentives for voluntary transfers, professional development, recruiting programs, or other effective strategies, ensure that minority students and students from low-income families are not taught at higher rates than other students by unqualified, out-of-field, or inexperienced teachers.

LEGAL REF.: 20 U.S.C. §6312(e)(1)(A).
105 ILCS 5/10-20.15, 5/21-11.4, 5/21B-15, 5/21B-20, 5/21B-25, and 5/24-23.
23 Ill.Admin.Code §1.610 et seq., §1.705 et seq., and Part 25.

ADOPTED: December 14, 2016

Professional Personnel

Terms and Conditions of Employment and Dismissal

The Council delegates authority and responsibility to the Director to manage the terms and conditions for the employment of professional personnel. The Director shall act reasonably and comply with State and federal law as well as any applicable collective bargaining agreement in effect. The Director is responsible for making dismissal recommendations to the Council consistent with the Council's goal of having a highly qualified, high performing staff.

Duty-Free Lunch, School Year and Day, Salary

Teachers are required to work the school day adopted by the Council. Teachers employed for at least 4 hours per day shall receive a duty-free lunch equivalent to the student lunch period, or 30 minutes, whichever is longer. Teachers are not required to work on legal school holidays unless the District has followed applicable State law that allows it to hold school or schedule teachers' institutes, parent-teacher conferences, or staff development on the third Monday in January (the Birthday of Dr. Martin Luther King, Jr.); February 12 (the Birthday of President Abraham Lincoln); the first Monday in March (known as Casimir Pulaski's birthday); the second Monday in October (Columbus Day); and November 11 (Veterans' Day).

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

Please refer to the applicable collective bargaining agreement.

Assignments and Transfers

The Superintendent is authorized to make teaching, study hall, extra class duty, and extracurricular assignments. In order of priority, assignments shall be made based on the District's needs and best interests, employee qualifications, and employee desires.

Please refer to the applicable collective bargaining agreement.

Dismissal

The Joint Agreement will follow State law when dismissing a teacher.

LEGAL REF.: 105 ILCS 5/10-19, 5/18-8, 5/22.4, 5/24-16.5, 5/24-2, 5/24-8, 5/24-9, 5/24-11, 5/24-12, 5/24-21, 5/24A-1 through 24A-20.
820 ILCS 260/1 et seq.
23 Ill.Admin.Code Parts 50 (Evaluation of Certified Employees) and 51 (Dismissal of Tenured Teachers).
Cleveland Board of Education v. Loudermill, 105 S.Ct. 1487(1985).

CROSS REF.: 5:290 (Employment Termination and Suspensions), 6:20 (School Year Calendar and Day)

ADOPTED: December 14, 2016

Professional Personnel

Resignations

Tenured teachers may resign at any time with consent of the Executive Council or by written notice sent to the Council Secretary at least 30 days before the intended date of resignation. However, no teacher may resign during the school term in order to accept another teaching position without the consent of the Council.

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.

LEGAL REF.: 105 ILCS 5/24-14.
Park Forest Heights School Dist. v. State Teacher Certification Bd., 842 N.E.2d
1230 (Ill.App.1st 2006).

ADOPTED: May 10, 2017

Professional Personnel

Substitute Teachers

The Director may employ substitute teachers as necessary to replace teachers who are temporarily absent.

A substitute teacher must hold either a valid teaching or substitute license and may teach in the place of a licensed teacher who is under contract with the Board. There is no limit on the number of days that a substitute teacher may teach in the Joint Agreement during the school year, except as follows:

1. A substitute teacher holding a substitute license may teach for any one licensed teacher under contract with the Joint Agreement only for a period not to exceed 90 school days.
2. A teacher holding a Professional Educator License or Educator License with Stipulations may teach for any one licensed teacher under contract with the Joint Agreement only for a period not to exceed 120 school days.

The Illinois Teachers' Retirement System (TRS) limits a substitute teacher who is a TRS annuitant to substitute teaching for a period not to exceed 100 paid days or 500 paid hours in any school year, unless the subject area is one where the Regional Superintendent has certified that a personnel shortage exists.

The Council establishes a daily rate of pay for substitute teachers. Substitute teachers receive only monetary compensation for time worked and no other benefits.

Emergency Situations

A substitute teacher may teach when no licensed teacher is under contract with the Council if the Joint Agreement has an emergency situation as defined in State law. During an emergency situation, a substitute teacher is limited to 30 calendar days of employment per each vacant position. The Director shall notify the appropriate Regional Office of Education within 5 business days after the employment of a substitute teacher in an emergency situation.

LEGAL REF.: 105 ILCS 5/21B-20(3) and 24-5.
23 Ill.Admin.Code §25.520.

CROSS REF.: 5:30 (Hiring Process and Criteria)

ADOPTED: February 23, 2015

Professional Personnel

Maintaining Student Discipline

Maintaining an orderly learning environment is an essential part of each teacher's instructional responsibilities. A teacher's ability to foster appropriate student behavior is an important factor in the teacher's educational effectiveness. The Director shall ensure that teachers, other certificated employees, and persons providing a student's related service: (1) maintain discipline in the schools as required in the School Code, and (2) follow the Executive Council policies and administrative procedures on student conduct, behavior, and discipline.

When a student's behavior is unacceptable, the teacher should first discuss the matter with the student, if appropriate. If the unacceptable behavior continues, the teacher should consult with the Building Principal and/or discuss the problem with the parent(s)/guardian(s). A teacher may remove any student from the learning setting whose behavior interferes with the lessons or participation of fellow students. A student's removal must be in accordance with Council policy and administrative procedures.

Teachers shall not use disciplinary methods that may be damaging to students, such as ridicule, sarcasm, or excessive temper displays. Corporal punishment (including slapping, paddling, or prolonged maintenance of a student in physically painful positions, and intentional infliction of bodily harm) may not be used. Teachers may use reasonable force as needed to keep students, school personnel, and others safe, or for self-defense or defense of property.

LEGAL REF.: 105 ILCS 5/24-24.
23 Ill.Admin.Code §1.280.

CROSS REF.: 2:150 (Committees), 7:190 (Student Behavior), 7:230 (Misconduct by Students with Disabilities)

ADOPTED: May 10, 2017

Professional Personnel

Suspension

Suspension Without Pay

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

Misconduct that is detrimental to the Joint Agreement includes:

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

The Director or designee is authorized to issue a pre-suspension notification to a professional employee. This notification shall include the length and reason for the suspension as well as the deadline for the employee to exercise his or her right to appeal the suspension to the Council or Council-appointed hearing examiner before it is imposed. At the request of the professional employee made within 5 calendar days of receipt of a pre-suspension notification, the Council or Council-appointed hearing examiner will conduct a pre-suspension hearing. The Council or its designee shall notify the professional employee of the date and time of the hearing. At the pre-suspension hearing, the professional employee or his/her representative may present evidence. If the employee does not appeal the pre-suspension notification, the Director or designee shall report the action to the Council at its next regularly scheduled meeting.

Please refer to the applicable collective bargaining agreement.

Suspension With Pay

The Council or Director or designee may suspend a professional employee with pay: (1) during an investigation into allegations of disobedience or misconduct whenever the employee's continued presence in his or her position would not be in the School Joint Agreement's best interests, (2) as a disciplinary measure for misconduct that is detrimental to the School Joint Agreement as defined above, or (3) pending a Council hearing to suspend a teacher without pay.

The Director shall meet with the employee to present the allegations and give the employee an opportunity to refute the charges. The employee will be told the dates and times the suspension will begin and end.

Please refer to the applicable collective bargaining agreement.

Repayment of Compensation and Benefits

If a professional employee is suspended with pay, either voluntarily or involuntarily, pending the outcome of a criminal investigation or prosecution, and the employee is later dismissed as a result of his or her criminal conviction, the employee must repay to the District all compensation and the value of all benefits received by him or her during the suspension. The Superintendent will notify the employee of this requirement when the employee is suspended.

LEGAL REF.: 5 ILCS 430/5-60(b).
105 ILCS 5/24-12.
Cleveland Board of Education v. Loudermill, 105 S.Ct. 1487 (1985).
Barszcz v. Community College District No. 504, 400 F.Supp. 675 (N.D. Ill., 1975).
Massie v. East St. Louis School District No.189, 561 N.E.2d 246 (Ill.App.5, 1990).

CROSS REF.: 5:290 (Educational Support Personnel - Employment Termination and Suspensions)

ADOPTED: December 14, 2016

Professional Personnel

Leaves of Absence

Each of the provisions in this policy applies to all professional personnel to the extent that it does not conflict with an applicable collective bargaining agreement or individual employment contract or benefit plan; in the event of a conflict, such provision is severable and the applicable bargaining agreement or individual agreement will control.

Sick and Bereavement Leave, Personal Leave, Leave of Absence Without Pay

Please refer to the applicable collective bargaining agreement.

The use of paid sick leave for adoption or placement for adoption is limited to 30 days unless a longer leave is provided in an applicable collective bargaining agreement. The Director may require that the employee provide evidence that the formal adoption process is underway.

Child Bereavement Leave

State law allows a maximum of 10 unpaid work days for eligible employees (Family and Medical Leave Act of 1993, 20 U.S.C. §2601 et seq.) to take child bereavement leave. The purpose, requirements, scheduling, and all other terms of the leave are governed by the Child Bereavement Leave Act. Child bereavement leave allows for: (1) attendance by the bereaved staff member at the funeral or alternative to a funeral of his or her child, (2) making arrangements necessitated by the death of the staff member's child, or (3) grieving the death of the staff member's child, without any adverse employment action.

The leave must be completed within 60 days after the date on which the employee received notice of the death of his or her child. However, in the event of the death of more than one child in a 12-month period, an employee is entitled to up to a total of six weeks of bereavement leave during the 12-month period, subject to certain restrictions under State and federal law. Other existing forms of leave may be substituted for the leave provided in the Child Bereavement Leave Act. This policy does not create any right for an employee to take child bereavement leave that is inconsistent with the Child Bereavement Leave Act.

Sabbatical Leave

Sabbatical leave may be granted in accordance with the School Code.

Child-Rearing Leave

The Council shall grant a professional staff member's request for a non-paid, child-rearing leave, not to exceed the balance of the school year plus one additional school year (but in no event shall such leave exceed 3 semesters), provided the request complies with this policy. Nothing in this section shall prohibit a professional staff member from using paid sick days as provided in this policy.

A teacher must request, if possible, a child-rearing leave by notifying the Director in writing no later than 90 days before the requested leave's beginning date. The request should include the proposed leave dates. The leave shall end before a new school year begins or before the first day of school after winter recess.

Subject to the insurance carrier's approval, the teacher may maintain insurance benefits at his or her own expense during a child-rearing leave.

A professional staff member desiring to return before the leave's expiration will be assigned to an available vacancy for which the teacher is qualified, subject to scheduling efficiency and instruction continuity.

Leaves for Service in the Military

Leaves for service in the U.S. Armed Services or any of its reserve components and the National Guard, as well as re-employment rights, will be granted in accordance with State and federal law. A professional staff member hired to replace one in military service does not acquire tenure.

General Assembly Leave

Leaves for service in the General Assembly, as well as re-employment rights, will be granted in accordance with State and federal law. A professional staff member hired to replace one in the General Assembly does not acquire tenure.

Leave for Employment in Department of Defense

The Council may grant teachers a leave of absence to accept employment in a Department of Defense overseas school.

School Visitation Leave

An eligible professional staff member is entitled to 8 hours during any school year, no more than 4 hours of which may be taken on any given day, to attend school conferences or classroom activities related to the teacher's child, if the conference or activity cannot be scheduled during non-work hours. Professional staff members must first use all accrued vacation leave, personal leave, compensatory leave, and any other leave that may be granted to the professional staff member, except sick, and disability leave.

The Director shall develop administrative procedures implementing this policy consistent with the School Visitation Rights Act.

Leaves for Victims of Domestic or Sexual Violence

An unpaid leave from work is available to any staff member who: (1) is a victim of domestic or sexual violence, or (2) has a family or household member who is a victim of domestic or sexual violence whose interests are not adverse to the employee as it relates to the domestic or sexual violence. The unpaid leave allows the employee to seek medical help, legal assistance, counseling, safety planning, and other assistance without suffering adverse employment action.

The Victims' Economic Security and Safety Act governs the purpose, requirements, scheduling, and continuity of benefits, and all other terms of the leave. Accordingly, if the Joint Agreement employs at least 50 employees, an employee is entitled to a total of 12 work weeks of unpaid leave during any 12-month period. Neither the law nor this policy creates a right for an employee to take unpaid leave that exceeds the unpaid leave time allowed under, or is in addition to the unpaid leave time permitted by, the federal Family and Medical Leave Act of 1993 (29 U.S.C. §2601 et seq.).

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

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

Leave to Serve as an Election Judge

Any staff member who was appointed to serve as an election judge under State law may, after giving at least 20-days' written notice to the Joint Agreement, be absent without pay for the purpose of serving as an election judge. The staff member is not required to use any form of paid leave to serve as an election judge. No more than 10% of the Joint Agreement's employees may be absent to serve as election judges on the same election day.

LEGAL REF.: 10 ILCS 5/13-2.5
20 ILCS 1805/30.1 et seq.
820 ILCS 154/.
105 ILCS 5/24-6, 5/24-6.1, 5/24-6.2, 5/24-6.3, 5/24-13, and 5/24-13.1.
820 ILCS 147/ and 180/.

CROSS REF.: 5:180 (Temporary Illness or Temporary Incapacity), 5:185 (Family and Medical Leave), 5:330 (Educational Support Personnel - Sick Days, Vacation, Holidays, and Leaves)

ADOPTED: December 14, 2016

Professional Personnel

Student Teachers

The Director is authorized to accept students from university-approved teacher-training programs to do student teaching in the Joint Agreement. No individual who has been convicted of a criminal offense that would subject him or her to license suspension or revocation pursuant to Section 5/21B-80 of the School Code or who has been found to be the perpetrator of sexual or physical abuse of a minor under 18 years of age pursuant to proceedings under Article II of the Juvenile Court Act of 1987 is permitted to student teach.

Before permitting an individual to student teach, begin a required internship, or participate in any field experience in the Joint Agreement, the Director or designee shall ensure that:

1. The Joint Agreement performed a *105 ILCS 5/10-21.9(g) Check* as described below; and
2. The individual furnished evidence of physical fitness to perform assigned duties and freedom from communicable disease pursuant to 105 ILCS 5/24-5.

A *105 ILCS 5/21.9(g) Check* shall include:

1. Fingerprint-based checks through (a) the Illinois State Police (ISP) for criminal history records information (CHRI) pursuant to the Uniform Conviction Information Act (20 ILCS 2635/1), and (b) the FBI national crime information databases pursuant to the Adam Walsh Child Protection and Safety Act (P.L. 109-248);
2. A check of the Illinois Sex Offender Registry (see the Sex Offender Community Notification Law (730 ILCS 152/101 et seq.); and
3. A check of the Illinois Murderer and Violent Offender Against Youth Registry (Murderer and Violent Offender Against Youth Community Notification Law (730 ILCS 154/75-105).

The School Code requires each individual student teaching or beginning a required internship to provide the Joint Agreement with written authorization for, and pay the costs of, his or her 105 ILCS 5/21.9(g) check (including any applicable vendor's fees). Upon receipt of this authorization and payment, the Director or designee will submit the student teacher's name, sex, race, date of birth, social security number, fingerprint images, and other identifiers, as prescribed by the Department of State Police, to the Department of State Police. The Director or designee will provide each student teacher with a copy of his or her report.

Assignment

The Director or designee shall be responsible for coordinating placements of all student teachers within the District. Student teachers should be assigned to supervising teachers whose qualifications are acceptable to the District and the students' respective colleges or universities.

LEGAL REF.: Adam Walsh Child Protection and Safety Act, P.L. 109-248.
Uniform Conviction Information Act, 20 ILCS 2635/1.
105 ILCS 5/10-21.9, 5/10-22.34, and 5/24-5.

CROSS REF.: 5:190 (Teacher Qualifications), 4:175 (Convicted Child Sex Offender; Screening;
Notifications)

ADOPTED: December 14, 2016

Educational Support Personnel

Employment At-Will, Compensation, and Assignment

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 Executive Council 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 Director is authorized to make exceptions to employing nonlicensed employees at-will but shall maintain a record of positions or employees who are not at-will.

Please refer to the applicable collective bargaining agreement.

Compensation

Please refer to the applicable collective bargaining agreement.

For employees not covered by a current applicable bargaining agreement:

The Council will determine 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 the prior authorization from the employee's immediate supervisor. Educational support personnel are paid twice a month.

Assignment

The Director is authorized to make assignments and transfers of educational support personnel.

Please refer to the applicable collective bargaining agreement.

LEGAL REF.: 105 ILCS 5/10-22.34 and 5/10-23.5.

CROSS REF.: 5:10 (Equal Employment Opportunity and Minority Recruitment) 5:35 (Compliance with the Fair Labor Standards Act), 5:290 (Educational Support Personnel - Employment Termination and Suspensions), 5:310 (Educational Support Personnel - Compensatory Time-Off)

ADOPTED: December 14, 2016

Educational Support Personnel

Duties and Qualifications

All support staff: (1) must meet qualifications specified in job descriptions, (2) must be able to perform the essential tasks listed and/or assigned, and (3) are subject to Executive Council policies as they may be changed from time to time at the Council's sole discretion.

Paraprofessionals

Paraprofessionals provide supervised instructional support. Service as a paraprofessional requires an educator license with stipulations endorsed for a paraprofessional educator unless a specific exemption is authorized by the Illinois State Board of Education (ISBE).

Individuals with only non-instructional duties (e.g., providing technical support for computers, providing personal care services, or performing clerical duties) are not paraprofessionals, and the requirements in this section do not apply. In addition, individuals completing their clinical experiences and/or student teaching do not need to comply with this section, provided their service otherwise complies with ISBE rules.

Noncertificated and Unlicensed Personnel Working with Students and Performing Non-Instructional Duties

Noncertificated and unlicensed personnel performing non-instructional duties may be used:

1. For supervising study halls, long distance teaching reception areas used incident to instructional programs transmitted by electronic media (e.g., computers, video, and audio), detention and discipline areas, and school-sponsored extracurricular activities;
2. As supervisors, chaperones, or sponsors for non-academic school activities; or
3. For non-teaching duties not requiring instructional judgment or student evaluation.

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

Coaches and Athletic Trainers

Athletic coaches and trainers shall have the qualifications required by any association in which the Joint Agreement maintains a membership. Regardless of whether the athletic activity is governed by an association, the Director or designee shall ensure that each athletic coach: (1) is knowledgeable regarding coaching principles, (2) has first aid training, and (3) is a trained Automated External Defibrillator user according to rules adopted by the Illinois Department of Public Health. Anyone performing athletic training services shall be licensed under the Illinois Athletic Trainers Practice Act, be an athletic trainer aide performing care activities under the on-site supervision of a licensed athletic trainer, or otherwise be qualified to perform athletic trainer activities under State law.

Bus Drivers

All school bus drivers must have a valid school bus driver permit. The Director or designee shall inform the Illinois Secretary of State, within 30 days of being informed by a school bus driver, that the bus driver permit holder has been called to active duty. New bus drivers and bus drivers who are returning from a lapse in their employment are subject to the requirements contained in Council policy 5:30, *Hiring Process and Criteria* and Council policy 5:285, *Drug and Alcohol Testing for School Bus and Commercial Vehicle Drivers*.

LEGAL REF.: 34 C.F.R. §§200.58 and 200.59.
105 ILCS 5/10-22.34, 5/10-22.34a, and 5/10-22.34b.
625 ILCS 5/6-104 and 5/6-106.1.
23 Ill.Admin.Code §§1.630 and 25.510.

CROSS REF.: 4:110 (Transportation), 4:170 (Safety), 5:30 (Hiring Process and Criteria), 5:35 (Compliance with the Fair Labor Standards Act), 5:285 (Drug and Alcohol Testing for School Bus and Commercial Vehicle Drivers), 6:250 (Community Resource Persons and Volunteers)

ADOPTED: December 14, 2016

Educational Support Personnel

Drug and Alcohol Testing for School Bus and Commercial Vehicle Drivers

The District shall adhere to State and federal law and regulations requiring a drug and alcohol testing program for school bus and commercial vehicle drivers. The Superintendent or designee manages a program to implement State and federal law defining the circumstances and procedures for the testing.

This policy shall not be implemented, and no administrative procedures will be needed, until it is reasonably foreseeable that the Joint Agreement will hire staff for a position(s) requiring a commercial driver's license.

LEGAL REF.: 625 ILCS 5/6-106.1 and 5/6-106.1c.
49 U.S.C. §31306, Alcohol and Controlled Substances Testing (Omnibus Transportation Employee Testing Act of 1991, P.L. 102-143).
49 C.F.R. Parts 40 (Procedures for Transportation Workplace Drug and Alcohol Testing Programs), 382 (Controlled Substance and Alcohol Use and Testing), and 395 (Hours of Service of Drivers).

CROSS REF.: 4:110 (Transportation), 5:30 (Hiring Process and Criteria), 5:280 (Duties and Qualifications)

ADOPTED: May 10, 2017

Educational Support Personnel

Employment Termination and Suspensions

Resignation and Retirement

Please refer to the applicable collective bargaining agreement.

For employees not covered by a current applicable bargaining agreement:

An employee is requested to provide 2 weeks' notice of a resignation. A resignation notice cannot be revoked once given. An employee planning to retire should notify his or her supervisor at least 2 months before the retirement date.

Non-RIF Dismissal

Please refer to the applicable collective bargaining agreement.

For employees not covered by a current applicable bargaining agreement:

The Joint Agreement may terminate an at-will employee at any time for any or no reason, but not for a reason prohibited by State or federal law.

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 Director is responsible for making dismissal recommendations to the Executive Council consistent with the Council's goal of having a highly qualified, high performing staff.

Reduction in Force and Recall

Please refer to the applicable collective bargaining agreement.

For employees not covered by a current applicable bargaining agreement:

The Board 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 Council will follow Sections 10-22.34c (outsourcing non-instructional services) and 10-23.5 (procedures) of the School Code, to the extent they are applicable and not superseded by legislation or an applicable collective bargaining agreement.

Final Paycheck

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

Suspension

Please refer to the applicable collective bargaining agreement.

For employees not covered by a current applicable bargaining agreement:

Except as provided below, the 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 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, 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.

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 Director will notify the employee of this requirement when the employee is suspended.

LEGAL REF.: 5 ILCS 430 et seq.
105 ILCS 5/10-22.34c and 5/10-23.5.
820 ILCS 105/4a.

CROSS REF.: 5:240 (Professional Personnel - Suspension), 5:270 (Educational Support Personnel - Employment At-Will, Compensation, and Assignment)

ADOPTED: December 14, 2016

Educational Support Personnel

Schedules and Employment Year

The Director shall supervise a process for setting work schedules and an employment year for educational support employees in accordance with State and federal law, Executive Council 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 Director's approval is required to establish a flexible work schedule or job-sharing.

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.

Breaks

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.

LEGAL REF.: Fair Labor Standards Act, 29 U.S.C. §207 et seq.
 105 ILCS 5/10-20.14a, 5/10-22.34, and 5/10-23.5.
 740 ILCS 137/, Right to Breastfeed Act.
 820 ILCS 105/, Minimum Wage Law.
 820 ILCS 260/, Nursing Mothers in the Workplace Act.

CROSS REF.: 5:35 (Compliance with the Fair Labor Standards Act)

ADOPTED: May 10, 2017

Educational Support Personnel

Evaluation

The 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 Executive Council policies as well as in compliance with State law and any applicable collective bargaining agreement. The standards for the evaluation program shall include, but not be limited to:

1. Each employee shall be evaluated at least every two years.
2. The direct supervisor shall provide input.
3. The employee's work quality, promptness, attendance, reliability, conduct, judgment, and cooperation shall be considered.
4. The employee shall receive a copy of the annual evaluation.
5. All evaluations shall comply with State and federal law and any applicable collective bargaining agreement.

CROSS REF.: 5:10 (Equal Employment Opportunity and Minority Recruitment), 5:150
(Personnel Records)

ADOPTED: May 10, 2017

Educational Support Personnel

Sick Days, Vacation, Holidays, and Leaves

Each of the provisions in this policy applies to all educational support personnel to the extent that it does not conflict with an applicable collective bargaining agreement or individual employment contract or benefit plan; in the event of a conflict, such provision is severable and the applicable bargaining agreement or individual agreement will control.

Sick Leave, Personal Leave, Leaves of Absence Without Pay, Holidays, IMRF Service Credit Plan

Sick leave shall be interpreted to mean personal illness, quarantined at home, serious illness, or death in the immediate family. The Director and/or his/her designee shall monitor the use of employee's sick leave.

After an absence of three (3) days for personal illness, the employee may be required by the Director or his/her designee to furnish a physician's or a spiritual advisor's or practitioner's certificate of treatment as a basis of pay. The three days of absence need not be consecutive, but may be any three (3) days in a given year.

Excessive absenteeism or a recurring pattern of absenteeism shall be reviewed by the Director and by his/her designee.

Please refer to the applicable collective bargaining agreement.

For employees not covered by a current applicable bargaining agreement:

Sick leave, personal leave, leaves of absence without pay, and holidays shall be provided in accordance with the terms of the collective bargaining agreement.

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 school holiday during an emergency or for the continued operation and maintenance of facilities or property.

Association Leave

Please refer to the applicable collective bargaining agreement.

Vacation

Please refer to the applicable collective bargaining agreement.

Twelve-month employees shall be eligible for paid vacation days in accordance with the terms of the collective bargaining agreement.

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. The Director will determine the procedure for requesting vacation.

Vacation days earned in one fiscal year must be used by the end of the following fiscal year; they do not accumulate. Employees resigning or whose employment is terminated are entitled to the monetary equivalent of all earned vacation.

Leave to Serve as a Trustee of the Illinois Municipal Retirement Fund

Upon request, the Council will grant 20 days of paid leave of absence per year to a trustee of the Illinois Municipal Retirement Fund in accordance with 105 ILCS 5/24-6.3.

Other Leaves

Educational support personnel receive the following leaves on the same terms and conditions granted professional personnel in Council policy 5:250, *Leaves of Absence*:

1. Leaves for Service in the Military and General Assembly.
2. School Visitation Leave.
3. Leaves for Victims of Domestic or Sexual Violence.
4. Child Bereavement Leave.
5. Leave to serve as an election judge.

LEGAL REF.: 20 ILCS 1805/30.1 et seq.
105 ILCS 5/10-20.7b, 5/24-2, and 5/24-6.
820 ILCS 147 and 180/.
820 ILCS 154/.
School Dist 151 v. ISBE, 507 N.E.2d 134 (Ill.App.1, 1987); Elder v. School Dist. No.127 1/2, 208 N.E.2d 423 (Ill.App.1, 1965).

CROSS REF.: 5:180 (Temporary Illness or Temporary Incapacity), 5:185 (Family and Medical Leave), 5:250 (Professional Personnel - Leaves of Absence)

ADOPTED: December 14, 2016